

SPOTTED LANTERNFLY COMPLIANCE AGREEMENT

1. NAME OF ESTABLISHMENT: Willoway Nurseries, Inc.
2. ADDRESS: 4534 Center Road
CITY, STATE, ZIP: Avon, Ohio 44011
3. PRODUCTION LOCATION (S): Erie and Lorain County Farms
4. **REGULATED AREA:** States with known SLF infestation are including Ohio, are subject to state quarantine requirements.
5. **REGULATED ARTICLES:** 901:5-56-03: Plants and plant parts, live or dead trees, nursery stock, firewood, logs, perennial plants, garden plants, agricultural produce, stumps, branches; and any other products, articles, or means of conveyance that pose a reasonable risk of spreading spotted lanternfly.
6. **APPLICABLE QUARANTINE:** Ohio Administrative Code 901:5-56; Spotted Lanternfly
7. **AGREEMENT:** The undersigned, on behalf of the establishment named above, ("Establishment") agrees to process and move all regulated articles identified above in accordance with the provisions of the above quarantine(s)/regulations and terms of this compliance agreement ("Agreement"). The Ohio Department of Agriculture ("ODA") has the authority, as set forth in Ohio Revised Code § 927.69, to conduct inspections of agricultural products as required by other states and provide evidence of such inspection and compliance with rules under a compliance agreement prior to shipment. In consideration of such services provided by ODA, the Establishment agrees to the following terms:
 - a. **Inspection:** All regulated articles shall be inspected by trained personnel for life stages of spotted lanternfly (SLF) prior to shipment. If SLF life stages are found in the production area the establishment shall notify the Department within 72 hours. Regulated articles that contain any SLF lifestages are prohibited from shipment out of the quarantined area.
 - b. **Treatments:** The establishment shall carry out treatments as prescribed by the Department to control infestation if SLF lifestages are identified in, or near the production area to mitigate the risk of SLF spread.
 - c. **Records:** Establishment shall maintain and provide upon request accurate records and documentation of any treatments and movements of regulated articles.



- d. **Shipments:** Each shipment of regulated articles shall be accompanied with a copy of the ODA Compliance Agreement Certificate
- e. **Means of Conveyance:** The container/vehicle that will transport the regulated articles will be inspected prior to loading and departure for life stages of spotted lanternfly. In some cases, states may require an SLF self-inspection checklist to be completed for the means of conveyance (for trucks or other delivery vehicles).

Please note the self-inspection checklist may be accessed at the following website:

<https://agri.ohio.gov/divisions/plant-health/invasive-pests/invasive-insects/slf>

- f. **Verification:** The ODA shall have access to conduct reasonable audits, inspection, sampling or testing to verify the Establishments compliance with the items covered by this agreement.
8. **Term:** This agreement is subject to Ohio Revised Code 126.07. Should the Ohio General Assembly fail to appropriate funds for the operations described above, this Agreement is automatically terminated. This Agreement may be terminated at any time by the ODA for any violation of the terms of this Agreement, or upon thirty (30) days' notice by either party for any reason. This Agreement becomes effective upon signature and will expire on December 31, 2024, unless earlier terminated for the reasons previously set forth.
9. **Amendment:** This Agreement shall only be modified or amended by an instrument signed in writing by each party to this Agreement. Any certificates issued by ODA for use by the Establishment named herein remains the property of ODA and may not be distributed for use by any other entity and must be returned upon request of an ODA inspector or any other authorized representative of the Director. A violation of this Agreement may constitute a violation of the Ohio Revised Chapter 927 and may be criminally prosecuted pursuant to Ohio Revised Code 927.99.
10. **Disclaimer:** In no event will ODA, its officers, directors, employees, or agents be liable to any party to the Agreement or third party for any damages, losses, expenses, costs, or fees incurred by any party under, arising out of, or related to this Agreement, or indirect, exemplary, punitive, special, or consequential damages arising out of or related to this Agreement. ODA does not guarantee, warranty, or otherwise promise that any of the regulated articles are free from disease or insects or are fit for any purpose intended. The Establishment shall indemnify and hold harmless ODA in the event of any claims for losses, fees, costs, or damages of any kind in relation to or arising out of this Agreement which are associated with the Establishment's acts or omissions.
11. **Miscellaneous:** This Agreement shall be governed by the laws of Ohio. In the event of conflict between this Agreement and the applicable laws, regulations, or orders of any competent authority having jurisdiction or in the event of any conflict between such applicable laws or regulations or orders, the most stringent or legally binding requirement shall govern and be considered as a part of this Agreement. This Agreement Constitutes the entire agreement between the parties relating to its subject matter and supersedes all prior or contemporaneous negotiations of agreements, whether oral or written, relating to the subject matter hereof. This Agreement shall not be assigned without prior written consent of the other party. No term or provision of this Agreement shall be deemed



waived and no breach excused unless the waiver of consent is in writing and signed by both parties to this Agreement. This Agreement shall bind the parties hereto, their respective assigns, successors, receivers and legal representatives of any type whatsoever. If any provision of the Agreement shall be invalid, illegal, or unenforceable, in any respect, said provision shall be severed. The validity, legality, and enforceability of all other provisions of this Agreement shall not in any way be affected or impaired unless such severance would cause this Agreement to fail of its essential purpose. This Agreement may be executed in any number of counter parts, each of which is to be deemed an original, and all of such counterparts together shall constitute one and the same instrument. A facsimile signature, and in the absence of an original signature, shall constitute the original signature.

THE ESTABLISHMENT

Thomas Demalin Title: PRESIDENT
Printed Name of Authorized Individual
SIGNATURE: Thomas Demalin DATE: 12-8-23

OHIO DEPARTMENT OF AGRICULTURE

State Agency Official: Fred Meyer Date: December 8, 2023
Compliance Agreement Number: SLF2024-LOR10974 Issue Date: December 8, 2023
Payment Included: _____ Please Bill: \$0.00

