

§967.87 Effect of termination or amendments.

Unless otherwise expressly provided by the Secretary, the termination of this part or of any regulation issued pursuant to this part, or the issuance of any amendment to either thereof, shall not (a) affect or waive any right, duty, obligation, or liability which shall have arisen or which may thereafter arise in connection with any provision of this part or any regulation issued hereunder, or (b) release or extinguish any violation of this part or any regulation issued hereunder, or (c) affect or impair any rights or remedies of the Secretary or any other person with respect to any such violation.

[30 FR 14266, Nov. 13, 1965. Redesignated at 33 FR 17847, Nov. 30, 1968]

§967.88 Personal liability.

No member or alternate of the committee, nor any employee or agent thereof, shall be held personally responsible, either individually or jointly with others, in any way whatsoever, to any handler, or to any other person for errors in judgment, mistakes, or other acts, either of commission or omission as such member, alternate, employee, or agent except for acts of dishonesty.

[30 FR 14266, Nov. 13, 1965. Redesignated at 33 FR 17847, Nov. 30, 1968]

§967.89 Duration of immunities.

The benefits, privileges and immunities conferred upon any person by virtue of this part shall cease upon its termination, except with respect to acts done under and during the existence of this part.

[30 FR 14266, Nov. 13, 1965. Redesignated at 33 FR 17847, Nov. 30, 1968]

§967.90 Separability.

If any provision of this part is declared invalid or the applicability thereof to any person, circumstance, or thing is held invalid, the validity of the remainder of this part or the applicability thereof to any other person, circumstance, or thing shall not be affected thereby.

[30 FR 14266, Nov. 13, 1965. Redesignated at 33 FR 17847, Nov. 30, 1968]

Subpart—Rules and Regulations

SOURCE: 30 FR 15416, Dec. 15, 1965, unless otherwise noted.

GENERAL

§967.100 Communications.

Unless otherwise provided in the marketing agreement and order, or by specific direction of the committee, all reports, applications, submittals, requests, and communications in connection with the marketing agreement and order shall be addressed to the Florida Celery Committee, 4401 East Colonial Drive, Post Office Box 20067, at Orlando, Fla.

DEFINITIONS

§967.110 Order.

Order means Order No. 967 (§§967.1-967.60) regulating the handling of celery grown in Florida.

§967.111 Marketing Agreement.

Marketing Agreement means Marketing Agreement No. 149.

§967.112 Terms.

Except as otherwise provided herein, terms used in this subpart shall have the same meaning as when used in the marketing agreement and order.

INTERPRETATIVE RULES

§967.130 Producer.

(a) *Producer* shall be deemed to include any person: (1) Who or which owns and farms land resulting in his or its ownership of the celery produced thereon; (2) who or which rents and farms land, resulting in his or its ownership of all or a portion of the celery produced thereon; or (3) who or which owns land which he or it does not farm and, as rental for such land, obtains the ownership of a portion of the celery produced thereon; or (4) who or which has celery produced on his or its behalf which results in his or its ownership of the celery so produced.

(b) The term *producer* is defined in §967.6 as being any person engaged in a proprietary capacity in the production of celery (as defined in §967.4). The term *person* is construed to mean the