

**§ 958.81**

thereafter arise in connection with any provision of this subpart or of any regulation issued under this subpart; (b) release or extinguish any violation of this subpart or of any regulations issued under this subpart; or (c) affect or impair any rights or remedies of the Secretary or of any other person with respect to any such violations.

MISCELLANEOUS PROVISIONS

**§ 958.81 Compliance.**

No handler shall handle onions the handling of which has been prohibited or otherwise limited by the Secretary in accordance with provisions of this part; and no handler shall handle onions except in conformity to the provisions of this part.

**§ 958.82 Right of the Secretary.**

The members of the committee (including successors and alternates) and any agent or employee appointed or employed by the committee shall be subject to removal or suspension by the Secretary at any time. Each and every order, regulation, decision, determination, or other act of the committee shall be subject to the continuing right of the Secretary to disapprove of the same at any time. Upon such disapproval, the disapproved action of the said committee shall be deemed null and void except as to acts done in reliance thereon or in compliance therewith prior to such disapproval by the Secretary.

**§ 958.83 Duration of immunities.**

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

**§ 958.84 Agents.**

The Secretary may, by designation in writing, name any person, including any officer or employee of the Government, or name any agency in the United States Department of Agriculture, to act as his agent or representative in connection with any of the provisions of this part.

**7 CFR Ch. IX (1-1-16 Edition)**

**§ 958.85 Derogation.**

Nothing contained in this subpart is, or shall be construed to be, in derogation or in modification of the rights of the Secretary or of the United States to exercise any powers granted by the act or otherwise, or, in accordance with such powers, to act in the premises whenever such action is deemed advisable.

**§ 958.86 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 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, wilful misconduct, or gross negligence.

**§ 958.87 Separability.**

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

**§ 958.88 Amendments.**

Amendments to this subpart may be proposed, from time to time, by the committee or by the Secretary.

**§ 958.89 Counterparts.**

This agreement may be executed in multiple counterparts and when one counterpart is signed by the Secretary, all such counterparts shall constitute, when taken together, one and the same instrument as if all signatures were contained in one original.

[41 FR 29135, July 15, 1976]

**§ 958.90 Additional parties.**

After the effective date hereof, any handler may become a party to this agreement if a counterpart is executed by him and delivered to the Secretary. This agreement shall take effect as to such new contracting party at the time such counterpart is delivered to the Secretary, and the benefits, privileges,

**Agricultural Marketing Service, USDA**

**§ 958.328**

and immunities conferred by this agreement shall then be effective as to such new contracting party.

[41 FR 29135, July 15, 1976]

**§ 958.91 Order with marketing agreement.**

Each signatory handler requests the Secretary to issue, pursuant to the act, an order providing for regulating the handling of onions in the same manner as is provided for in this agreement.

The undersigned hereby authorizes the Director, or Acting Director, Fruit and Vegetable Division, Agricultural Marketing Service, United States Department of Agriculture, to correct any typographical errors which may have been made in this marketing agreement.

In witness whereof, the contracting parties, acting under the provisions of the act, for the purpose and subject to the limitations therein contained, and not otherwise, have hereto set their respective signatures and seals.

\_\_\_\_\_  
By: \_\_\_\_\_  
(Firm name)  
(Signature)<sup>1</sup>  
(Mailing address)  
(Title)

(Corporate Seal; if none, so state)  
(Date of execution)

[41 FR 29136, July 15, 1976]

**Subpart—Rules and Regulations**

**§ 958.112 Fiscal period.**

The fiscal period shall begin July 1 of each year and end June 30 of the following year, both dates inclusive.

[68 FR 48531, Aug. 14, 2003]

**§ 958.160 Reestablishment of Districts.**

(a) Pursuant to § 958.27(b) the following districts are reestablished:

(1) District No. 5 (Parma-Wilder area): That portion of Canyon County lying west and north of a line commencing at the junction of the north boundary of Canyon County and Range

<sup>1</sup>If one of the contracting parties to this agreement is a corporation my signature constitutes certification that I have the power granted to me by the Board of Directors to bind this corporation to the marketing agreement.

4, Township 12 east, thence south along this line to Soeck Road, thence west along Soeck Road one-fourth mile to Notus Road, thence south along Notus Road to Highway 19, thence west one mile along Highway 19 to Friends Road, thence south along Friends Road to Boundary Road, thence east one-half mile along Boundary Road to Plum Road, thence south along Plum Road to Homedale Road, thence west along Homedale Road to the western boundary of Canyon County.

(2) District No. 6 (Caldwell-Nampa-Homedale and southern Idaho area): That portion of Canyon County not included in District No. 5 plus all of the counties in the Idaho portion of the production area not included within District No. 1.

(b) Terms used in this section have the same meaning as when used in said marketing agreement and this part.

[39 FR 1601, Jan. 11, 1974]

**§ 958.240 Assessment rate.**

On and after July 1, 2015, an assessment rate of \$0.05 per hundredweight is established for Idaho-Eastern Oregon onions.

[80 FR 50195, Aug. 19, 2015]

**§ 958.250 Assessment Credit Report.**

Each handler may receive a credit for assessments on onions that have been levied in accordance with §§ 958.42 and 958.240 and are subsequently regraded, resorted, or repacked within the production area, or shipped in accordance with § 958.328(e) by furnishing the "Assessment Credit Report" and such other information as required to the committee.

[71 FR 65040, Nov. 7, 2006]

**Subpart—Handling Regulations**

**§ 958.328 Handling regulation.**

No person shall handle any lot of onions, except braided red onions, unless such onions are at least "moderately cured," as defined in paragraph (h) of this section, and meet the requirements of paragraphs (a), (b), and (c) of this section, or unless such onions are handled in accordance with paragraphs (d), (e) and (f) or (g) of this section.