



# FIFRA Section 24(c) Special Local Need

FOR DISTRIBUTION AND USE ONLY WITHIN THE STATE OF IDAHO



ALFALFA GROWN FOR SEED ONLY  
EPA Reg. No. 59639-138  
EPA SLN No. ID-090015

## DIRECTIONS FOR USE

It is a violation of Federal Law to use this product in a manner inconsistent with its labeling.

FAILURE TO FOLLOW THE DIRECTIONS FOR USE AND PRECAUTIONS ON THIS LABEL MAY RESULT IN NONPERFORMANCE OF PRODUCT, CROP INJURY OR ILLEGAL RESIDUES.

**ENVIRONMENTAL HAZARDS:** This pesticide is toxic to freshwater and marine/estuarine aquatic invertebrates, including oysters and shrimp. Do not apply directly to water or to areas where surface water is present or to intertidal areas below the mean high water mark. Do not apply when weather conditions favor drift from treated areas. Drift and runoff from treated areas may be hazardous to aquatic organisms in water adjacent to treated areas. Do not contaminate water when disposing of equipment washwaters or rinsate.

The active ingredient in this product is extremely toxic to freshwater invertebrates, which are a food source for salmon and other fish species. Caution is advised to avoid drift and runoff into fish bearing waters.

### AGRICULTURAL USE REQUIREMENTS

Use this product only in accordance with its labeling and with the Worker Protection Standard, 40 CFR part 170. This Standard contains requirements for the protection of agricultural workers on farms, forests, nurseries, and greenhouses, and handlers of agricultural pesticides. It contains requirements for training, decontamination, notification and emergency assistance. It also contains specific equipment (PPE) and restricted-entry interval. The requirements in this box only apply to uses of this product that are covered by the Worker Protection Standard.

Do not enter or allow worker entry into treated areas during the restricted entry interval (REI) of 12 hours.

PPE required for early entry to treated areas that is permitted under the Worker Protection Standard and that involves contact with anything that has been treated, such as plants, soil or water is: long sleeved shirt and long pants, chemical-resistant gloves made of any waterproof material and shoes plus socks.

**Zeal Miticide<sup>1</sup>**  
**Alfalfa Grown for Seed**

CROP	PESTS	PRODUCT RATE (OZ/A)	SPECIAL INSTRUCTIONS
Alfalfa Grown for Seed	Two-Spotted Spider Mites	2.0 – 3.0 oz	<p>Apply by ground in a minimum of 20 gal/A or by air at 10 gal/A. Coverage is essential for good control. Use of higher water volume will assure better coverage.</p> <p>Best results are achieved when mite populations are low. <i>Zeal</i> is predominately an ovicide/larvicide and should be used early in the life cycle of mites. <i>Zeal</i> should be applied at threshold for your area.</p>
<ul style="list-style-type: none"> <li>• Do not apply more than 3 oz <i>Zeal</i> per acre per season or make more than one application per season.</li> <li>• Do not use current year treated seed crop for hay or forage.</li> <li>• Do not apply within 14 days of harvest.</li> </ul>			

**MANAGING RESISTANCE:** Repeated use of the same class of miticides or miticides with similar modes of action can lead to the buildup of resistant mite strains. *Zeal* should be used in alternation with other miticides possessing dissimilar modes of action and/or with other chemical classes of miticides. Follow local, state and federal IPM and Resistance Management (RM) recommendations. Read and follow all product labels before applying any miticide.

**RESTRICTIONS/PRECAUTIONS:**

1. Do not apply more than 3 oz *Zeal* per acre per season or make more than one application per season.
2. Do not apply to alfalfa grown for fresh market or processing.
3. Do not apply this product through any type of irrigation system.
4. Do not cut the treated seed crop for hay or forage.
5. Do not graze the treated seed crop.
6. Screenings from processed seed is prohibited from food or feed channels.
7. Seed from the treated crop cannot be used for sprouting for human or animal consumption.
8. All treated seed must be tagged at the processing plant as "Not for human or animal consumption."
9. All requirements in IDAPA 02.03.03.800, Rules Governing Pesticide and Chemigation Use and Application must be followed.

**DISCLAIMER, RISKS OF USING THIS PRODUCT, LIMITED WARRANTY AND LIMITATION OF LIABILITY**

**IMPORTANT:** Read the entire Label including this Disclaimer, Risks of Using this Product, Limited Warranty and Limitation of Liability before using this product. If the terms are not acceptable, THEN DO NOT USE THE PRODUCT; rather, return the unopened product within 15 days of purchase for a refund of the purchase price.

## **RISKS OF USING THIS PRODUCT**

The Buyer and User (referred to collectively herein as "Buyer") of this product should be aware that there are inherent unintended risks associated with the use of this product which are impossible to eliminate. These risks include, but are not limited to, injury to plants and crops to which this product is applied, lack of control of the target pests or weeds, resistance of the target pest or weeds to this product, injury caused by drift, and injury to rotational crops caused by carryover in the soil. Such risks of crop injury, non-performance, resistance or other unintended consequences are unavoidable and may result because of such factors as weather, soil conditions, disease, moisture conditions, irrigation practices, condition of the crop at the time of application, presence of other materials either applied in the tank mix with this product or prior to application of this product, cultural practices or the manner of use or application, (or a combination of such factors) all of which are factors beyond the control of Valent. The Buyer should be aware that these inherent unintended risks may reduce the harvested yield of the crop in all or a portion of the treated acreage, or otherwise affect the crop such that additional care, treatment and expense are required to take the crop to harvest. If the Buyer chooses not to accept these risks, THEN THIS PRODUCT SHOULD NOT BE APPLIED. By applying this product Buyer acknowledges and accepts these inherent unintended risks AND AGREES THAT ALL SUCH RISKS ASSOCIATED WITH THE APPLICATION AND USE ARE ASSUMED BY THE BUYER.

Valent shall not be responsible for losses or damages (including, but not limited to, loss of yield, increased expenses of farming the crop or such incidental, consequential or special damages that may be claimed) resulting from use of this product in any manner not set forth on the label. Buyer assumes all risks associated with the use of this product in any manner or under conditions not specifically directed or approved on the label.

## **LIMITED WARRANTY**

Valent warrants only that this product conforms to the chemical description on the label and is reasonably fit for the purposes stated in the label, under average use conditions, when used strictly in accordance with the label **and subject to the Risks of Using This Product as described above. EXCEPT AS SET FORTH ABOVE, VALENT MAKES NO OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED.** No agent or representative of Valent or Seller is authorized to make or create any other express or implied warranty.

## **LIMITATION OF LIABILITY**

**In no event shall Valent or Seller be liable for any incidental, consequential, indirect or special damages resulting from the use or handling of this product. The limitation includes, but is not limited to, loss of yield on all or any portion of the treated acreage, increased care, treatment or other expenses required to take the crop to harvest, increased finance charges or altered finance ratings, emotional or mental distress and/or exemplary damages. THE EXCLUSIVE REMEDY OF THE BUYER, AND THE EXCLUSIVE MAXIMUM LIABILITY OF VALENT OR SELLER FOR ANY AND ALL CLAIMS, LOSSES, INJURIES OR DAMAGES (INCLUDING CLAIMS BASED ON BREACH OF WARRANTY, CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE) RESULTING FROM THE USE OR HANDLING OF THIS PRODUCT SHALL BE THE RETURN OF THE PURCHASE PRICE OF THIS PRODUCT OR, AT THE ELECTION OF VALENT OR SELLER, THE REPLACEMENT OF THE PRODUCT.**

## **PROMPT NOTICE OF CLAIM**

Valent must be provided notice as soon as Buyer has reason to believe it may have a claim, but in no event later than twenty-one days from date of planting, or twenty-one days from the date of application, whichever is later, so that an immediate inspection of the affected property and growing crops can be made.

If Buyer does not notify Valent of any claims, in such period, it shall be barred from obtaining any remedy.

