CONSUMER COMPOST USE PROGRAM LOGO USE AGREEMENT  
BETWEEN THE UNITED STATES COMPOSTING COUNCIL AND PROGRAM PARTICIPANT

AGREEMENT made by and between the US Composting Council (the “USCC”) and the Consumer Use Program Participant under the laws of the State of Virginia and with its principal place of business at “Participant’s” place of business.

WHEREAS:

• Participant is a current participant in the Seal of Testing Assurance Program (the “STA Program”) administered by the USCC, as acknowledged and agreed to by Participant in the Seal of Testing Program Rules on (the “STA Rules Agreement”);

• The USCC has developed a “Consumer Compost Use Program” (the “Consumer Program”), open to current STA Program participants, to identify compost that meets the quality characteristics and standards of the Consumer Program in three classes: (i) Lawn Class, (ii) Tree and Shrub Class and (iii) Flower and Vegetable Garden Class (each individually a “Class” and together the “Classes”);

• The Consumer Program standards are set forth in the document entitled “The United States Composting Council – Consumer Compost Use Program”, dated June 1, 2011 (the “Consumer Program Compost Characteristics,” copy attached as Appendix A) and as such document may be further amended by the USCC from time to time;

• The USCC has developed three logos as set forth in Appendix B (each individually a “Consumer Program Logo” and together the “Consumer Program Logos”), each corresponding to a particular Class, to identify compost characteristics that have been certified as meeting the Consumer Program standards for that Class;

• Participant is a manufacturer of the compost product(s) listed in the “Product” or “Products”, as applicable, of the STA Rules Agreement or goods made from a blend of the Product and other materials; and

• Participant has demonstrated to the USCC that the Product complies with the Consumer Program Characteristics for one or more Classes, desires to have the Product certified by the USCC Consumer Program, desires to use any applicable Consumer Program Logos and has paid all necessary fees to the USCC as such fees are set forth in the STA Rules Agreement;

NOW THEREFORE, in consideration of the promises and mutual covenants set forth in this Agreement, the adequacy and sufficiency of which is hereby acknowledged, the parties agree as follows:

A. Ownership of the Consumer Program Logos

The USCC is the owner of the Consumer Program Logos.

B. Authority to Use the Logo

1. Grant of Authority. The USCC hereby grants to the Participant for the duration of this Agreement the non-exclusive right to use the Consumer Program Logos and/or associated terms related to the Consumer Program (including but not limited to “Consumer Compost Use Program,” “United States Composting Council,” and acronyms of any such terms, as currently defined or as may be defined in the future (hereinafter referred to, individually or collectively, as “Associated Terms”) pertaining to the Class for which the Product has been qualified, on and in relation to the Product throughout the United States of America and in accordance with the Consumer Program Characteristics and the terms of this Agreement.
2. **Limitation to Applicable Class.** Participant shall have no right to use any Consumer Program Logos for any Class other than the Class or Classes for which a Product has been certified.

3. **Consumer Program Logos to be Used on Licensed Products.** Subject to Paragraph B.1 above, Participant will use the Consumer Program Logos on or in relation to the Product whenever it claims that the Product meets the Consumer Program Characteristics for that Class.

4. **No Transfer of Authority.** The authority to use the Consumer Program Logos and Associated Terms is specific to Participant, who shall not sublicense the use of, or transfer any right to, the Logo or Associated Terms to a third party.

5. **Continuing Obligation.** Participant agrees to continue to abide by all terms and conditions of the STA Rules Agreement and the Consumer Program Characteristics, along with any applicable accompanying schedules, appendices or exhibits and acknowledges that they fully apply to the use of the Consumer Program Logos and Associated Terms.

C. **Manner of Use**

1. **General.** Participant shall not use the Consumer Program Logos or Associated Terms in any manner which is deceptive, or which would bring the Consumer Program Logos or Associated Terms into disrepute. Participant's use of the Consumer Program Logos and Associated Terms shall be in accordance with the labeling requirements in the Consumer Program Characteristics.

2. **Representation of the Consumer Program Logos.** The USCC, at its sole discretion, shall determine the way in which the Consumer Program Logos and Associated Terms may be represented, as provided per this Agreement, the STA Rules Agreement and the Consumer Program Characteristics. In the event that the USCC determines that any representation of the Consumer Program Logo and Associated Terms does not meet the terms of this Agreement, the STA Rules Agreement and the Consumer Program Characteristics, or is otherwise unsuitable, Participant agrees to immediately terminate such use.

D. **Acknowledgment of the USCC’s Rights to the Consumer Program Logos**

1. **Consumer Program Logos are the Sole Property of the USCC.** Participant acknowledges that any and all rights created by the introduction, registration and use of the Consumer Program Logos and Associated Terms are the sole property of the USCC.

2. **No Registration, Unauthorized Use or Challenge.** Participant shall refrain, in all countries, from:

   a. Registering a mark, symbol, or logo that is identical or confusingly similar to the Consumer Program Logos or Associated Terms, for any goods or services whatsoever;

   b. Using for any purpose any mark, symbol or logo that is identical or similar to the Consumer Program Logos or Associated Terms except as set forth in this Agreement;

   c. Opposing the use and/or the registration of a mark, symbol or logo that is identical or similar to the Consumer Program Logos or Associated Terms, or contesting the validity of such registration; or

   d. Causing or assisting any person or entity to do any of the above.

3. **Assurances to Continue After Termination.** The provisions set forth in Paragraphs D.1 and D.2 shall remain binding upon Participant after any termination of this Agreement, regardless of the cause of such termination.

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E. Responsibility

1. Participant shall be responsible for any consequences of any breach of this Agreement by Participant (including but not limited to any wrongful use of the Consumer Program Logos and Associated Terms) and shall be solely and fully liable for any damages that may result from any such breach.

2. Participant shall indemnify and hold the USCC, any of its parent and affiliated entities, partners, agents, contractors, attorneys-in-fact, commercial sponsors, and advertising agencies, and the officers, directors and employees of all of the foregoing, harmless from and against any and all claims, demands, losses, damages, liabilities, costs and expenses (including reasonable attorney's fees) arising out of or related to Participant’s breach of this Agreement, including but not limited to any non-compliance of any of Participant’s Products with any aspect of the STA Rules Agreement or the Consumer Program Characteristics. With respect to the foregoing indemnity, Participant agrees to defend and hold the USCC harmless at no cost or expense to the USCC whatsoever including, but not limited to, attorneys’ fees and court costs. The USCC shall have the right to defend any such action or proceeding with attorneys of its own selection.

3. The provisions of this Paragraph E shall survive the expiration or any termination of this Agreement.

F. Duration and Termination

1. Duration. This Agreement shall be in effect for one (1) year, from the date first stated above until the first anniversary of such date and shall remain in force during such period unless terminated by operation of law or as specified below. This Agreement may be renewed as provided by the Consumer Program Characteristics.

2. Termination by Participant. Participant may terminate this Agreement by giving at least three (3) months’ written notice to the USCC.

3. Termination by the USCC.

a. If the USCC determines after investigation that Participant has violated any term of this Agreement or the Consumer Program Characteristics, Participant must take immediate steps to cure such breach. In the event Participant is unable or unwilling to take the steps the USCC considers necessary within a period of thirty (30) days from the date on which the USCC provided notice of such violation to Participant, the USCC may terminate the Agreement immediately.

b. The USCC may terminate this Agreement immediately by giving written notice to Participant when (i) Participant has been declared insolvent; (ii) Participant ceases to carry on the manufacture or sale of the Product; or (iii) the Certificate associated with the Products has been terminated in accordance with the Consumer Program Characteristics.

c. In the event that a Participant’s certificate or license is terminated pursuant to Section VI.D of the STA Rules Agreement or Paragraph I.3 of the STA Logo Use Agreement, the USCC may terminate this agreement and all rights and licenses granted to Participant hereunder.

d. Termination of this Agreement by the USCC shall automatically and immediately terminate the Certificate previously issued for the Product.
G.  Rights and Restrictions Upon Termination

1.  Right to Sell Off Previously Packaged Products Bearing the Consumer Program Logos. Upon termination, the USCC shall enable Participant to disperse its remaining stock of the Product without removing the Consumer Program Logos and Associated Terms, provided that (a) at the point of termination, such Product had already been placed in packaging bearing the Consumer Program Logos; (b) such Product and the use of the Consumer Program Logos and Associated Terms with respect to such Product comply with this Agreement; (c) Participant shall permit the USCC, at its sole discretion, to inspect such Product for compliance with this Agreement; and (d) such dispersal is carried out in accordance with all the terms of this Agreement within a period of six (6) months following the date of termination.

2.  No further use of Consumer Program Logos. Except as provided in Paragraph G.1 above, upon termination of this Agreement for any reason Participant shall no longer use the CCUP Logos or any mark, symbol or logo similar to the Consumer Program Logos, or Associated Terms, and shall remove the Consumer Program Logos and any Associated Terms from all Product before sale.

3.  Inspection by the USCC. Subject to Paragraph G.1 above, Participant shall at any time after termination of this Agreement enable authorized representatives of the USCC during normal business hours to enter any premises of the Participant where any of the Product may be located to determine whether the use of the Consumer Program Logos and Associated Terms has ceased and whether it has been removed from the Product.

4.  Labels and Packaging. Upon termination of this Agreement, and except as otherwise provided by Paragraph G.1 above, Participant shall destroy all labels, literature, packaging and other matter bearing the Consumer Program Logos or Associated Terms.

H.  Miscellaneous

1.  This Agreement does not constitute and will not be construed to constitute an agency, joint venture or partnership between the parties. The USCC and Participant will be deemed independent contractors in all respects.

2.  Participant recognizes and agrees that the USCC’s certification of Participant’s Product pursuant to the Consumer Program and authorization to Participant to use the Logo and Associated Terms pursuant to this Agreement, do not constitute and shall not be construed to constitute a warranty or guarantee of any kind with respect to the Product.

3.  Participant shall remain solely responsible for compliance with any and all applicable federal, state or local legal requirements regarding advertising, packaging, labeling, content, use, etc. with respect to the Product. Nothing in this Agreement shall be construed to make the USCC responsible or otherwise liable for any such compliance or lack of compliance.

4.  All notices and communications permitted or required under this Agreement will be sent by independently confirmed telecopy, or by registered or certified first-class mail, postage pre-paid, return receipt requested, and addressed as follows:

If to the USCC:

US Composting Council
11130 Sunrise Valley Dr., Ste. 350
Reston, VA 20191
Attention: STA Program Manager

If to Participant:

(company name and address)
Attention:

Either party may change its address by sending a notice to the other party that meets the above requirements.
5. If any provision of the Consumer Program Characteristics is deemed to be inconsistent with any provision of this Consumer Program Logo Use Agreement, the provision with the more stringent effect as to the Participant and more protective of the USCC’s interests shall prevail.

6. If any part of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect.

7. This Agreement sets forth the entire agreement between the parties with respect to its subject matter, and all negotiations and understandings are merged into this Agreement. This Agreement cannot be amended except by a written document signed by both parties.

8. Failure or delay of the USCC to exercise any right, power or remedy provided in this Agreement or to insist upon strict adherence to any provision of this Agreement will not operate as a waiver. All rights and remedies under this Agreement or by operation of law are cumulative.

9. This Agreement shall be governed by and construed under the internal laws (not the conflict laws) of the State of Maryland. All legal proceedings arising out of or in connection with this Agreement shall be brought solely in the courts located in Montgomery County in the State of Maryland.

10. This Agreement shall not be assigned or transferred, in whole or in part, by Participant to any other party without the prior written consent of the USCC. This Agreement shall be binding on any successor in interest, assignee or other legal representative of either party.

11. Words in the singular number shall include the plural and words in the plural number shall include the singular, as applicable.

12. This Agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile or other electronic means, and any such signature shall have the same legal effect as an original.

AGREED, as evidenced by electronic signature.

List of Attached Appendices

Appendix A: “The United States Composting Council – Consumer Compost Use Program Characteristics dated June 1. 2011

Appendix B: Consumer Program Logos
Appendix A
The United States Composting Council – Consumer Compost Use Program Characteristics

Description
The US Composting Council has developed the Consumer Compost Use Program to provide the consumer with an easy to use guide for compost application in the home garden and landscape. Use of this product meets the acceptable parameter range for home lawn use. Look for the Consumer Compost Use Program icons for other applications of compost use. For more information please go to www.compostingcouncil.org

Soil Analysis: A soil analysis should be completed by a reputable laboratory to determine any nutritional requirements, pH, and organic matter adjustments that may be necessary. Once these are determined, the soil can be appropriately amended to a range suitable for the particular turf type in your area. A list of state agricultural cooperative extension labs can be found at: http://www.csrees.usda.gov/Extension/index.html

Compost Parameters for Lawn Use

<table>
<thead>
<tr>
<th>Parameter</th>
<th>Range</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stability</td>
<td>mg CO₂-C per g OM per</td>
<td>The lower the number, the more completely composted the product.</td>
</tr>
<tr>
<td></td>
<td>day</td>
<td></td>
</tr>
<tr>
<td>Maturity</td>
<td>% seed emergence &amp;</td>
<td>The higher the percentage, the more versatile the product.</td>
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<tr>
<td></td>
<td>vigor</td>
<td></td>
</tr>
<tr>
<td>Moisture Content</td>
<td>% wet weight basis</td>
<td>Products with higher moisture contents may be used. They may simply</td>
</tr>
<tr>
<td></td>
<td>40-50%</td>
<td>be more difficult to spread.</td>
</tr>
<tr>
<td></td>
<td>35-65%</td>
<td></td>
</tr>
<tr>
<td>Organic Matter Content</td>
<td>% dry weight basis</td>
<td>Creating a soil containing 5% – 10% organic matter is desirable in typical, well drained soils.</td>
</tr>
<tr>
<td></td>
<td>35-60%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>25-65%</td>
<td></td>
</tr>
<tr>
<td>Particle Size</td>
<td>Screen size to pass</td>
<td>Compost topdressing should be screened through a 1/4” - 3/8” screen,</td>
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<tr>
<td></td>
<td>through 3/8”</td>
<td>depending on grass mowing height.</td>
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<tr>
<td></td>
<td>½”</td>
<td></td>
</tr>
<tr>
<td>pH</td>
<td>pH units</td>
<td>Modify soil pH with lime, etc., if necessary, based on soil testing</td>
</tr>
<tr>
<td></td>
<td>6.0-7.5</td>
<td>results.</td>
</tr>
<tr>
<td></td>
<td>5.5 – 8.5</td>
<td></td>
</tr>
<tr>
<td>Soluble Salts (Electrical Conductivity)</td>
<td>dS/m (mmhos/cm) dry weight basis</td>
<td>Maximum of 5</td>
</tr>
<tr>
<td>Physical Contaminants*</td>
<td>% dry weight basis</td>
<td>Small stones may be deemed more acceptable than man-made inerts (e.g., plastic)</td>
</tr>
<tr>
<td></td>
<td>&lt;0.5%</td>
<td></td>
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<tr>
<td></td>
<td>&lt;1%</td>
<td></td>
</tr>
</tbody>
</table>

*All federal and state standards related to biological and chemical contamination must also be met.

Applications

Establishment: Compost should be uniformly applied over the entire area at an average depth of 1-2 inches and then incorporated to a depth of 6-8 inches using a rotary tiller or other similar equipment. Higher application rates of compost may be used if the compost is incorporated to a greater depth. Rake the soil surface smooth prior to seeding, planting or sodding. Always seed, plant or sod during the recommended period in your region. The soil surface should be free of large clods, roots, stones, and other material that will interfere with planting and maintenance. The amended area should be watered thoroughly after seeding, sodding or planting.

Maintenance: Annual topdressing with a finer grade compost (1/4” – 3/8” screened) is a good maintenance practice on both cool and warm season lawns. This can be done before or after core aeration to reduce compaction and improve moisture holding capacity. Drag or rake compost into the aeration holes. Cool season lawns can be compost top-dressed in the early spring or fall. It’s best to apply compost to warm season lawns in the spring just prior to the active growing season. The area should be watered thoroughly after any seeding. Note: The nutrients contained in compost should be considered when applying fertilization. They will typically offset plant nutrient requirements, thereby potentially reducing fertilizer application rates.

Disclaimer: The USCC makes no warranties regarding this product or its contents, quality, or suitability for any particular use. Please refer to the individual producer’s product label for specific use instructions.

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Consumer Compost Use Program – Tree & Shrub Class

Establishment & Maintenance

Description
The US Composting Council has developed the Consumer Compost Use Program to provide the consumer with an easy to use guide for compost application in the home garden and landscape. Use of this product meets the acceptable parameter range for home tree and shrub establishment. Look for the Consumer Compost Use Program icons for other applications of compost use. For more information please go to www.compostingcouncil.org

Soil Analysis: A soil analysis should be completed by a reputable laboratory to determine any nutritional requirements, pH, and organic matter adjustments that may be necessary. Once these are determined, the soil can be appropriately amended to a range suitable for the particular plants being established. A list of state agricultural cooperative extension labs can be found at: http://www.csrees.usda.gov/Extension/index.html

Compost Parameters for Tree & Shrub Use

<table>
<thead>
<tr>
<th>Parameter</th>
<th>Unit</th>
<th>Range</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stability</td>
<td>mg CO₂-C per g OM per day</td>
<td>&lt;2</td>
<td>The lower the number, the more completely composted the product.</td>
</tr>
<tr>
<td>Maturity</td>
<td>% seed emergence &amp; vigor</td>
<td>90 -100</td>
<td>The higher the percentage, the more versatile the product.</td>
</tr>
<tr>
<td>Moisture Content</td>
<td>% wet weight basis</td>
<td>40-50%</td>
<td>Products with higher moisture contents may be used. They may simply be more difficult to apply.</td>
</tr>
<tr>
<td>Organic Matter</td>
<td>% dry weight basis</td>
<td>35-60%</td>
<td>Creating a soil containing up to 5% - 10% organic matter is desirable in typical, well drained soils.</td>
</tr>
<tr>
<td>Particle Size</td>
<td>Screen size to pass through</td>
<td>3/8”</td>
<td>Planting compost should be finely (3/8” – 1/2”) screened, whereas coarsely screened compost (1”-2” max. size) should be used in mulching.</td>
</tr>
<tr>
<td>pH</td>
<td>pH units</td>
<td>6.0-7.5</td>
<td>Modify soil pH with lime, etc., if necessary, based on soil testing results.</td>
</tr>
<tr>
<td>Soluble Salts (Electrical Conductivity)</td>
<td>dS/m (mmhos/cm) dry weight basis</td>
<td>Maximum of 5</td>
<td>Keep in mind that most soluble salts are also plant nutrients. Compost containing a higher soluble salt content should be applied at lower application rates, and ‘watered in’ well.</td>
</tr>
<tr>
<td>Physical Contaminants*</td>
<td>% dry weight basis</td>
<td>&lt;0.5%</td>
<td>Small stones may be deemed more acceptable than man-made inerts (e.g., plastic).</td>
</tr>
</tbody>
</table>

*All federal and state standards related to biological and chemical contamination must also be met.

Applications

Establishment: Excavate a planting hole slightly shallower and 2 to 3 times the width of the root ball or container. Set the root ball on firm soil so that the top of the root ball sits slightly higher than the final grade. Uniformly blend compost with the excavated soil at one (1) part by volume compost to 2-3 parts by volume soil. Compost with higher amounts of salts and nutrients should be used at lower rates (e.g. 1:3 or 1:4 parts compost to soil). Backfill and firm the soil blend around the root ball within the planting hole. Always water thoroughly after planting. It should be noted that whenever possible, trees and shrubs should be planted in a mass planting bed, where multiple plants are established in a larger amended bed. This technique allows for greater planting success.

Lower compost application rates should be used for salt sensitive crops (e.g., conifers), or where composts possessing higher salt and nutrient levels are used, while higher application rates may be used for plants that require greater amounts of fertility.

Maintenance: Apply a coarser compost mulch (1” – 2” screened) over the garden bed to conserve moisture, for weed suppression and/or for aesthetic purposes. Note: The nutrients contained in compost should be considered when applying fertilization. They will typically offset plant nutrient requirements, thereby potentially reducing fertilizer application rates. Disclaimer: The USCC makes no warranties regarding this product or its contents, quality, or suitability for any particular use. Please refer to the individual producer’s product label for specific use instructions.
Consumer Compost Use Program - Garden Class

Flower & Vegetable Garden Establishment & Maintenance

Description
The US Composting Council has developed the Consumer Compost Use Program to provide the consumer with an easy to use guide for compost application in the home garden and landscape. Use of this product meets the acceptable parameter range for home garden use (flowers, vegetables and fruit). Look for the Consumer Compost Use Program icons for other applications of compost use. For more information please go to www.compostingcouncil.org

Soil Analysis: A soil analysis should be completed by a reputable laboratory to determine any nutritional requirements, pH, and organic matter adjustments that may be necessary. Once these are determined, the soil can be appropriately amended to a range suitable for the particular plants being established. A list of state agricultural cooperative extension labs can be found at: http://www.csrees.usda.gov/Extension/index.html

Compost Parameters for Flower & Vegetable Garden Use

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<thead>
<tr>
<th>Parameter</th>
<th>Unit</th>
<th>Range</th>
<th>Notes</th>
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</thead>
<tbody>
<tr>
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<td>mg CO₂-C per g OM per day</td>
<td>&lt;2</td>
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<tr>
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<td>% seed emergence &amp; vigor</td>
<td>90 - 100</td>
<td>The higher the percentage, the more versatile the product.</td>
</tr>
<tr>
<td>Moisture Content</td>
<td>% wet weight basis</td>
<td>40-50%</td>
<td>Products with higher moisture contents may be used. They may simply be more difficult to apply.</td>
</tr>
<tr>
<td>Organic Content</td>
<td>% dry weight basis</td>
<td>35-60%</td>
<td>Creating a soil containing 5% - 10% organic matter is desirable in typical, well drained soils.</td>
</tr>
<tr>
<td>Particle Size</td>
<td>Screen size to pass through</td>
<td>3/8&quot;</td>
<td>Planting compost should be finely (3/8&quot; – ½&quot;) screened, whereas coarsely screened compost (1&quot;-2&quot;) should be used in mulching.</td>
</tr>
<tr>
<td>pH</td>
<td>pH units</td>
<td>6.0-7.5</td>
<td>Modify soil pH with lime, etc., if necessary, based on soil testing results.</td>
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<tr>
<td>Soluble Salts</td>
<td>dS/m (mmhos/cm) dry weight basis</td>
<td>Maximum of 5</td>
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<tr>
<td>Physical Contaminants*</td>
<td>% dry weight basis</td>
<td>&lt;0.5%</td>
<td>Small stones may be deemed more acceptable than man-made inerts (e.g., plastic).</td>
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*All federal and state standards related to biological and chemical contamination must also be met.

Applications
Establishment: Compost should be uniformly applied over the entire area at an average depth of 1-2 inches and then incorporated to a depth of 6-8 inches using a rotary tiller or other similar equipment. Higher application rates of compost may be used if the compost is incorporated to a greater depth. Rake the soil surface smooth prior to seeding or planting. The soil surface should be free of large clods, roots, stones, and other material that will interfere with planting. The amended area should be watered thoroughly after planting.

Lower compost application rates may be necessary for salt sensitive crops (e.g., strawberries), or where composts possessing higher salt and nutrient levels are used, while higher application rates may be used for plants that require greater amounts of fertility (e.g., tomatoes).

Maintenance: Apply a coarser compost mulch (1” – 2” screened) over the garden bed to conserve moisture, for weed suppression and/or for aesthetic purposes. Note: The nutrients contained in compost should be considered when applying fertilization. They will typically offset plant nutrient requirements, thereby potentially reducing fertilizer application rates.

Disclaimer: The USCC makes no warranties regarding this product or its contents, quality, or suitability for any particular use. Please refer to the individual producer’s product label for specific use instructions.

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Appendix B
Consumer Program Logos