

Elite Bulk Membership



A SPECIAL
RECOGNITION
PROGRAM OF THE
MULCH & SOIL
COUNCIL



IN RECOGNITION OF ALL MULCH AND SOIL PRODUCERS DEMONSTRATING INDUSTRY BUSINESS, PRODUCTION AND CONTROL BEST PRACTICES, THE MULCH & SOIL COUNCIL (MSC) IS PROUD TO INTRODUCE THE ELITE BULK MEMBERSHIP PROGRAM.

We understand the challenges you face on a daily basis as a bulk producer, and through it all, we appreciate your commitment to maintaining operational practices that ensure you're delivering the best product quality and reliability to your customers.



THE MISSION OF THE
MULCH & SOIL COUNCIL IS
TO DEFINE QUALITY PRODUCTS
AND PROMOTE AN OPEN
MARKETPLACE FOR PRODUCERS
OF HORTICULTURAL MULCHES,
CONSUMER SOILS AND
COMMERCIAL GROWING MEDIA.



Mulch & Soil Council
7809 FM 179, Shallowater, TX 79363
(T) 806.832.1810 / (F) 806.832.5244
info@mulchandsoilcouncil.org

Elite Bulk Membership



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COUNCIL



Q: WHAT ARE THE BENEFITS OF BEING AN ELITE BULK MEMBER?

A: As a member of the program, you will have exclusive access to:

- The Elite Bulk Member logo for display on your company website, invoices, equipment, company literature and promotional materials. In addition, you will be able to claim that your processes and procedures have been reviewed by the Mulch & Soil Council.
- A listing as an Elite Bulk Member on the MSC website.
- Education and training programs to encourage and enable MSC Elite Bulk Member status
- Resources to elevate and maintain state-of-the-art industry processes and procedures
- A designation that will differentiate your company from the competition — this is especially important for bulk operations where a certification path is not available
- A voluntary, unbiased third-party review of plant processes and procedures

Q: HOW DO I KNOW IF I WILL QUALIFY FOR THE MSC ELITE BULK MEMBERSHIP?

A: Membership is awarded to mulch and soil producers that provide company-wide, written documentation of processes and procedures that demonstrate good manufacturing practices. Please note that membership is awarded based on the existence of the requested documentation, not the quality of the programs. Training is available through the MSC to help companies develop or enhance current programs.

Q: HOW DO I APPLY?

A: To get started, go to www.mulchandsoilcouncil.org to download the application form. This form will contain a detailed list of the following materials, which will need to be submitted with your MSC Elite Bulk Membership application:

- Written copies of company procedures and programs
- A signed copy of the MSC Code of Business Practice pledge
- Verification of common business licenses and operating permits
- Photos of all plant facilities

Q: IS THERE A COST?

A: An application fee of \$250.00 must accompany each application, but covers all plant locations listed in the application. MSC Elite Bulk Member status must be renewed annually to ensure companies continue to demonstrate industry business, production and control best practices.

WE ARE EXCITED TO ROLL OUT THIS PROGRAM AND DISTINGUISH YOU AND YOUR COMPANY AS AN ELITE PRODUCER. WE HOPE YOU WILL CONSIDER BECOMING AN ELITE BULK MEMBER AND TAKE ADVANTAGE OF THE PROGRAM'S MANY BENEFITS.





Elite Bulk Membership Application Instructions

We understand the challenges you face on a daily basis as a bulk producer, and through it all, we appreciate your commitment to maintaining operational practices that ensure you're delivering the best product quality and reliability to your customers. This program was designed to recognize your company!

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- To apply for Elite Bulk status, you must be a MSC member in good standing. The MSC Membership Info & Application is found on pages 2- 5 of this packet.
- You can send your MSC Membership Application and appropriate annual dues payment along with your Elite Bulk Membership Application.
- Complete your Elite Bulk Membership Application by providing your company information and ALL plant locations in Section I (page 6).
- Submit written copies of the items listed in Section II (page 6) and indicate the status of your listed plants' compliance. Initial each item to confirm it is included.
- Include an original signed copy of the MSC Code of Business Practice pledge (page 8). Keep a copy for your records.
- Verify that you have applicable, current licenses and permits by initialing the items in Section C (page 7).
- Take photos of the items listed in Section D (page 7). Copy the photos into a Word document, print and include with your application. Initial each item to confirm that it is included.
- Enclose a check for the application fee (page 7). No applications will be processed without the payment of the application fee.
- Sign the Affidavit of Truth and Accuracy in Section II (page 7).
- Review and sign MSC Mark License Agreement (page 9 & 10).
- Mail all materials and payment to the address below.

MULCH & SOIL COUNCIL
7809 FM 179
Shallowater, TX 79363

WEB
www.mulchandsoilcouncil.org
PHONE
806.832.1810



Founded in 1972, the Mulch & Soil Council (MSC) is the national non-profit trade association for all producers of horticultural mulches, consumer potting soils and commercial growing media.

The mission of the MSC is to define quality products and promote an open marketplace for producers of horticultural mulches, consumer soils and commercial growing media.

MSC truly is your resource for answers to problems facing today's mulch and soil industry. *We provide members with:*

- *PRODUCT STANDARDS*
- *PRODUCT CERTIFICATION*
- *REGULATORY REPRESENTATION*
- *ANNUAL MEETING*
- *ON-LINE TRAINING COURSES*
- *INDUSTRY INFORMATION*
- *SPECIAL REPORTS*
- *ACCESS TO INDUSTRY RESEARCH*

Join Now!

MULCH & SOIL COUNCIL



SERVING THE INDUSTRY SINCE 1972
WWW.MULCHANDSOILCOUNCIL.ORG





Members of MSC have the advantage of being on top of industry issues and legislative information. Join MSC and take advantage of all the Council has to offer!

PRODUCT STANDARDS: MSC develops industry consensus on product guidelines and promotes these guidelines to retail buyers, specifiers, news media and consumers of mulch and soil products.

PRODUCT CERTIFICATION: To assist retailers, regulators and consumers in determining what products conform to industry guidelines, MSC conducts label review, laboratory testing and periodic field inspection to certify compliance with industry standards.

REGULATORY REPRESENTATION: MSC works to create or change laws that assure our industry's right to do business without unfair regulatory burden. MSC's history of effective industry representation has made it the leading advisor to federal and state governments on mulch and soil products.

ANNUAL MEETING: MSC sponsors an annual meeting offering owners and key company managers education on important regulatory and business issues for the industry.



ON-LINE TRAINING COURSES: The Council sponsors training programs on weights & measures issues, product labeling, QC methods, and best management practices for bagged and bulk production facilities managers.

INDUSTRY INFORMATION: The quarterly Council Newsletter conveys information on statistical trends, government regulations, product standards, Council activities, safety information, and a variety of other topics.

SPECIAL REPORTS: We can't control when emergencies happen, but we can react to situations that demand immediate attention. MSC issues special industry reports saving members time and money responding to key issues.

ACCESS TO INDUSTRY RESEARCH: The Council produces research data to protect the industry from misleading news stories and inappropriate regulatory action.

Join Now!



MEMBERSHIP CATEGORIES AND ANNUAL DUES SCHEDULE

(All membership applications must be submitted for the highest category for which the company is qualified in accordance with the descriptions provided below.)

REGULAR MEMBER:

Qualification: Sole proprietorships, partnerships corporations or other entities actively engaged directly or indirectly in the processing of bark and/or soil products are eligible for voting membership. Included in such voting membership shall be all entities controlled, directly or indirectly, by the applicant; provided that sales volumes of such controlled entities are taken into account by the Board of Directors in the calculation of the membership dues of the voting member.

Dues: Regular Member dues shall be based on annual sales revenues for mulch and soil products as follows:

Category	Sales Range (in \$ Millions)	Dues
A	>2M	\$500
B	2M - 5M	\$1,000
C	6M- 15M	\$2,000
D	16M- 25M	\$4,000
E	26M-50M	\$7,000
F	51M-150M	\$10,000
G	>150M	\$15,000

Benefits: Regular Members shall receive the following membership benefits:

- Voting rights for all matters requiring member approval and election of MSC directors.*
- The right to hold Board and committee seats.
- Receipt of one copy of all newsletters, publications and reports to the member company office and every production plant owned by the member company.
- Member rate discounts for all MSC sponsored meetings and training programs.
- Member discount for all product certification.
- Consultations and referrals from the Council office on regulatory, compliance and business matters.
- Free listing in the MSC membership directory and Product Referral Index.

AFFILIATE MEMBER:

Qualification: Sole proprietorships, partnerships, corporations or other entities actively engaged in supplying products to bark and/or soil producers are eligible for affiliate membership. Included in such Affiliate Membership shall be all entities controlled, directly or indirectly, by the applicant.

Dues: Affiliate Member dues shall be \$2,000 per year.

Benefits: Affiliate Members shall receive the following membership benefits:

- Voting rights for all matters requiring member approval and election of MSC directors.*
- The right to hold Board and committee seats.
- Receipt of one copy of all newsletters, publications and reports to the member company office and every production plant owned by the member company.
- Member rate discounts for all MSC sponsored meetings and training programs.
- Consultations and referrals from the Council office on regulatory, compliance and business matters.
- Free listing in the MSC membership directory.

ASSOCIATE MEMBER:

Qualification: Sole proprietorships, partnerships, corporations or other entities engaged in providing a service to bark and/or soil producers are eligible for Associate Membership. Included in such Associate Membership shall be all entities controlled, directly or indirectly by the applicant.

Dues: Associate Member dues shall be \$1,000 per year.

Benefits: Associate Members shall receive the following membership benefits:

- Voting rights for all matters requiring member approval and election of MSC directors.*
- The right to hold Board and committee seats.
- Receipt of one copy of all newsletters, publications and reports to the member company office and every additional office owned and operated by the member company.
- Member rate discounts for all MSC sponsored meetings and training programs.
- Member discount for all product certification, including private label products.
- Consultations and referrals from the Council office on regulatory, compliance and business matters.
- Free listing in the MSC membership directory.

FOREIGN MEMBER:

Qualification: Sole proprietorships, partnerships or corporations actively engaged directly or indirectly in the processing of bark and/or soil products but not selling in any U.S. markets are eligible for foreign membership.

Dues: Foreign Member dues shall be \$500 per year.

Benefits: Foreign Members shall receive the following membership benefits:

- Voting rights for all matters requiring member approval and election of MSC directors.*
- The right to hold Board and committee seats.
- Receipt of one copy of all newsletters, publications and reports to the member company office.
- Member rate discounts for all MSC sponsored meetings and training programs.
- Consultations and referrals from the Council office on regulatory, compliance and business matters.
- Free listing in the MSC membership directory.

NON-PROFIT MEMBER:

Qualification: Municipalities, State Agencies, Federal Agencies, Universities, and associations organized under Section 501(c) of the U.S. Code interested in information exchange with bark and/or soil producers are eligible for Non-profit/Institutional Membership.

Dues: Non-Profit Member dues shall be \$295 per year.

Benefits: Non-Profit Members shall receive the following membership benefits:

- Receipt of one copy of all newsletters, publications and reports to the member company office.
- Member rate discounts for all MSC sponsored meetings and training programs.
- Consultations and referrals from the Council office on regulatory, compliance and business matters.
- Free listing in the MSC membership directory.

* Controlled entities included in the voting membership of a controlling entity shall not be entitled to a separate representative or a separate vote.

MEMBERSHIP APPLICATION

Company: _____
Representative: _____
Title: _____
Main Office Street Address: _____
City: _____ State/Province: _____ Postal/Zipcode: _____
Telephone: (_____) _____ Fax: (_____) _____
E-mail: _____ Web Site: _____



*Please list location of additional plants in space provided below.

Membership Categories: All membership applications must be submitted for the highest category for which the company is qualified.

Regular Membership (Check Category Below)

Category	Sales Revenues (in \$ Millions)	Dues
<input type="checkbox"/> A.	< 2M	\$500
<input type="checkbox"/> B.	2M - 5M	\$1,000
<input type="checkbox"/> C.	6M- 15M	\$2,000
<input type="checkbox"/> D.	16M- 25M	\$4,000
<input type="checkbox"/> E.	26M-50M	\$7,000
<input type="checkbox"/> F.	51M- 150M	\$10,000
<input type="checkbox"/> G.	>150M	\$15,000

- ☐ **Affiliate Membership** (\$2,000)
☐ **Associate Membership** (\$1,000)
☐ **Foreign Membership** (\$500)
☐ **Non-Profit Membership** (\$295)

Regular Members: Please indicate the type of products your company produces.

	Bagged	Bulk	Palletized		Bagged	Bulk	Palletized	Bales
Pine Nuggets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Soil Conditioner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Pine Mini-Nuggets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Top Soil	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Pine/Fir Mulch	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Potting Soil	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Hemlock	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Manure	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Hardwood Mulch	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Professional Mix	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Western Decorative	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Peat (Sphagnum)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cedar	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Peat Humus	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Cypress	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Pine Straw	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Color Enhanced Mulch	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
Other (Specify):								

Associates & Affiliates: Please describe your products or services as they apply to the mulch & soil industry:

LOCATION OF ADDITIONAL PLANTS BY CITY AND STATE

City/State

City/State

Payment: Nonrefundable payment must accompany application. MSC accepts checks or credit cards (U.S. dollars only).

Total Payment Enclosed: \$ _____

Payment Type:

- ☐ Check Enclosed: # _____
☐ Credit Card (check one):
☐ Visa ☐ MC ☐ AmEx

Card # _____ CVV2: _____
Name on Card _____ Exp Date _____
Signature _____

If elected to membership, I will abide by the Bylaws of the MSC and support its purpose and objectives.

Signature _____ Date _____

Send application with payment to:

Mulch & Soil Council
7809 FM 179
Shallowater, TX 79363
Tel: 806.832.1810 Fax: 806.832.5244
info@mulchandsoilcouncil.org
www.mulchandsoilcouncil.org



MULCH & SOIL COUNCIL

ELITE BULK MEMBERSHIP APPLICATION

Must be an MSC member in good standing to apply



Section I. General Information

Member Company Name: _____

Address: _____

City, State, and Zip Code: _____

Name of preparer: _____ Phone: _____ FAX: _____

Preparer's Title: _____ Email: _____

Please list ALL (at least majority owned) plant facilities that fall under the above company's control and follow the company's operating policies & procedures. Include plant name, city & state. Add additional sheets if needed.

Section II. Materials Required with Application

Please initial next to each item to indicate a copy is included with this application.

A. Written copies of:	Do all the plants listed above follow these guidelines? If no, please provide explanation.
_____ Raw Materials Intake & Inspection Procedure	_____ Yes _____ No
_____ Inventory Control Procedures	_____ Yes _____ No
_____ Quality Control Procedures	_____ Yes _____ No
_____ Fire Prevention Plans & Procedures	_____ Yes _____ No
_____ Plant & Employee Safety Programs	_____ Yes _____ No
_____ Employee Training Programs	_____ Yes _____ No

B. Signed copy of:

_____ MSC Code of Business Practice pledge



C. Verification of common business licenses and operating permits:

Please initial to indicate you have the applicable, current licenses and permits for EACH plant listed above.

☐ State Business Registration

☐ State Unemployment Registration

☐ Storm Water Runoff Permit

☐ Fertilizer Storage Permit (if required)

☐ APHIS Consent Agreement (if required)

☐ Compost/Green Waste Site Permit (if required)

☐ State Workman’s Comp. Insurance

☐ State/Local Solid Waste Permit (if required)

☐ Other licenses and/or permits (list)

A. _____

B. _____

D. Photos of each plant facility listed above:

Please copy your photos into a Word document and print them out. Black & White is acceptable.

☐ Drainage ponds & test wells

☐ Fire control equipment

☐ Raw materials inventory area(s)

☐ Processed product inventory storage area(s)

☐ Processing facilities/equipment (grinders, screens, magnets, etc.)

☐ Color processing area(s) & runoff containment

☐ Truckloading area & equipment

E. Application fee: \$250

☐ Enclose a check for \$250. This fee is non-refundable in the event membership is denied. No applications will be processed without payment of the application fee. MSC Elite Bulk Membership status must be annually renewed.

Section III. Affidavit of Truth and Accuracy

I have reviewed this membership application and understand its requirements. I acknowledge that the information provided is accurate and truthful.

Signature: _____

Title: _____

Company: _____

Date: _____

.....
FOR MSC USE ONLY

File Number: _____

Date Application Received: _____

Action: ☐ Acceptance ☐ Denial Indicate reason for denial:

Notice Sent (date): _____

Membership Director Approval Signature: _____

MSC Executive Director Signature: _____

MSC Code of Business Practice



The Mulch & Soil Council members have adopted this Code of Practice as a voluntary program outlining policies and procedures for companies to conduct business in a responsible, best practice, compliant manner in the eyes of their associates, customers, suppliers and governmental agencies.

Objectives:

- To encourage ethical business practices and outline the significant policies and procedures for Best Practice and legal compliance.
- To compliment Elite Bulk Membership Program documentation and materials.
- This program is not intended to compete with or replace the MSC Product Certification Program.

The MSC Producing Member (signing below) agrees to:

1. Adopt Business Practices that:
 - a. Are environmentally sensitive and responsible.
 - b. Recycle and minimize waste.
 - c. Respect neighboring businesses and residents.
 - d. Respond to Customer concerns in a timely and respectful manner
 - e. Adhere to Governmental rules and regulations.
2. Train and Educate Associates and other support groups in:
 - a. Health and Safety procedures
 - b. Quality procedures for product and process monitoring
 - c. Fire & Emergency awareness and responsiveness
 - d. Waste management and environmental sensitivity
 - e. Applicable Governmental laws and regulations
3. Honor, Respect and Participate in:
 - a. Ethical Business Dealings
 - b. Truth in Labeling
 - c. Honoring contractual agreements
 - d. Working diligently and professionally to resolve conflicts

All areas of concern and/or dispute should be reported to MSC Executive Director (806.832.1810 or execdir@mulchandsoilcouncil.org) for awareness and potential resolution.

Company Name

Authorized Signature

Signer's Name & Title

Date

Mulch & Soil Council

“ELITE BULK MEMBER”

MARK LICENSE AGREEMENT



This License Agreement, dated _____, 20____ (this “Agreement”), is entered into by and between the Mulch & Soil Council (“MSC”), and _____ (hereinafter “Licensee”).

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Grant of License.

MSC grants to Licensee a nonexclusive, non-transferable, revocable license to use the MSC collective membership mark or marks as depicted in **Attachment A** (“MSC Intellectual Property”). Licensee may affix MSC Intellectual Property to Licensee’s company invoices, equipment, letterhead, business cards, websites and promotional literature to indicate that Licensee is an Elite Bulk Member of the Mulch & Soil Council. Licensee is prohibited from sublicensing or otherwise granting to any person any right to use of MSC Intellectual Property. Licensee shall use MSC Intellectual Property in accordance with the MSC Elite Bulk Member Logo Usage Guide- lines (“Guidelines”), as may be amended from time to time without notice, the terms of which are incor- porated into this Agreement by reference.

2. Prohibited Uses.

MSC Intellectual Property may not be used on product packaging or in any manner that, in the sole discretion of MSC: violates the Guidelines or this Agreement; discredits MSC or tarnishes its reputation and goodwill; is false or misleading; violates the rights of others; violates any law, regulation, or other public policy; or mis- characterizes the relationship between MSC and Licensee.

3. Use Contingent Upon Elite Bulk Membership and Compliance; Termina- tion.

Use of MSC Intellectual Property is contingent upon Licensee’s achieving and maintaining Elite Bulk Membership status in good standing, compliance with the *MSC Code of Business Practice*, as may be amended from time to time and incorporated into this Agreement by reference, and the Guide- lines. This Agreement and Licensee’s license to use MSC Intellectual Property will terminate upon Licensee’s cessation of Elite Bulk Membership sta- tus, non-compliance with the *MSC Code of Busi- ness Practice*, Guidelines or any other breach of this Agreement. Notwithstanding anything to the contrary in this Agreement, MSC may terminate this Agreement (including, without limitation, Li- censee’s license to use MSC Intellectual Property) for convenience upon 30 days’ notice to Licensee. Upon termination or expiration of this Agreement, Licensee shall immediately discontinue the use of MSC Intellectual Property and destroy all materials displaying MSC Intellectual Property.

4. Ownership of MSC Intellectual Property.

Licensee agrees that MSC is the sole and exclusive owner of MSC Intellectual Property, and Licensee shall not take any actions which are inconsistent with MSC’s ownership rights including, but not limited to, challenging MSC’s rights or attempting to use and/or register MSC Intellectual Property or colorable imitations thereof.

5. Agency.

No association, agency, apparent agency, employer/ employee relationship, partnership, or joint venture of any kind is created by this Agreement. MSC is not responsible for the acts or omissions of Licens- ee, nor may Licensee speak or act for, or otherwise legally bind, MSC.

6. Governing Law; Jurisdiction.

This Agreement shall be construed in accordance with the laws of the State of Texas without giving effect to principles of conflicts of law thereunder. Exclusive jurisdiction for any claim or dispute between the parties resides in federal or State courts serving Lubbock, Texas, and the parties agree and expressly consent to the exercise of personal jurisdiction in Lubbock, Texas.

7. Indemnification.

Licensee hereby indemnifies, defends, and holds MSC, its successors and assigns, and its directors, committee members, officers, employees, members, representatives and agents, harmless from and against any and all loss, liability, damage, claim, suit, demand and expense, including, but not limited to, taxes, fines, penalties, court costs and attorneys fees, arising in connection with or related to any act or omission (including, without limitation, any breach of this Agreement) of Licensee.

8. Enforcement; Attorney's Fees.

Licensor shall pay all damages, costs and expenses, including but not limited to reasonable attorneys' fees, expert witness' fees, arbitrator fees, and arbitration and/or court costs, incurred by MSC in enforcing or attempting to enforce its trademark rights and/or any of the terms, covenants or conditions of this Agreement, including costs incurred prior to commencement of legal action.

9. Entire Agreement.

This Agreement contains the entire agreement between the parties as to the subject matter referenced herein. No agreement, statements, or representations not contained in this Agreement shall have any force and effect.

10. Waiver.

Either party's waiver of, or failure to exercise, any right provided for in this Agreement shall not be deemed a waiver of any further or future right under this Agreement.

11. Survival.

The covenants, rights and responsibilities established in Paragraphs 2, 4, 6, 7 and 8 shall indefinitely survive the termination of this Agreement.

12. Counterparts.

This Agreement may be signed by the parties in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers.

Company Name

Authorized Signature

Signer's Name & Title

Date

Robert C. LaGasse
Executive Director
Mulch & Soil Council



MULCH & SOIL COUNCIL

ELITE BULK MEMBER LOGO

USAGE GUIDELINES



INTRODUCTION

The purpose of this document is to provide members of the Mulch & Soil Council ("MSC") with an illustration and further explanation of the terms, conditions and restrictions regarding use of the MSC collective membership mark ("Mark") as set forth in the MSC Membership Mark License Agreement. In order to preserve the integrity and goodwill of the Mark, MSC has established the following requirements that are designed to protect the goodwill and value of the Mark for MSC and MSC members. If the Mark were used improperly and if MSC did not take reasonable action to correct misuse, trademark protection could be lost. Compliance with this policy is a condition for the use or display of the Mark. Nothing in this document shall be construed to supersede the governance of the MSC ELITE Bulk Membership Mark License Agreement. Each member acknowledges the right of MSC, in its sole and unfettered discretion, at any time to alter these Guidelines without notice and/or to revoke permission to use and/or display the Mark.

Please become familiar with these Guidelines and apply its rules when developing collateral pieces that feature the Mark. If you need further assistance, or would like MSC to review materials that you are developing that feature the Mark, please feel free to contact us at (806) 832-1810 or execdir@mulchandsoilcouncil.org.

Section 1 - Terms That Apply To The Mark

1.1. Who May Use the Mark

The Mark may be displayed only by MSC Elite status members in good standing that have been granted specific permission for use and/or display of the Mark as qualified by MSC.

1.2. Always Display Mark with Legends

Whenever displayed by member, the Mark must be displayed with the appropriate ® or ™ imprint as required.

1.3. Permitted and Non-Permitted Uses

Members may use the Mark on company invoices, equipment, letterhead, business cards, websites and promotional literature to indicate membership in MSC as discussed further in the Frequently Asked Questions section below.

The Mark may not be used on product packaging or in any manner that suggests or implies that MSC has certified any product, service or practice of the member. Any other use of the Mark that has not been specifically described in these Guidelines must be approved by MSC.

1.4. Use of Mark on Internet Sites

Whenever displayed on Internet sites, the Mark must be hyperlinked to the MSC website, <http://www.mulchandsoilcouncil.org>. This link must take the user completely out of the member's web site and directly to MSC's site. Framing (such as pop-up windows) is not permitted.

1.5. Display of Mark – General Considerations

All reproductions of the Mark must be made from original reproduction artwork provided by MSC, and may only be used in black and white or the colors specified for the Mark below, unless otherwise approved by MSC. Under no circumstances may the Mark be hand-drawn, revised or altered in any way. Furthermore, the Mark may not be typeset, reproduced or electronically scanned in such poor quality as to distort or significantly alter the appearance. If, for purposes of special printing requirements, the Mark must be resized, the proportions must remain the same.

1.6. Termination/Suspension of Elite Bulk Membership status or Privileges

Should ELITE Bulk Membership status in MSC be suspended or terminated for any reason, or should privileges to display the Mark be revoked by MSC for any reason, then the Mark must be removed from all company invoices, equipment, letterhead, business cards, websites and promotional literature and/or wherever the Mark has been displayed by the former or disallowed member.

Section 2 – Rules for Reproducing the Mark

2.1. Original Artwork

All reproductions of the Mark must be made from the original reproduction artwork provided by MSC. Members may obtain reproduction images via download from the MSC web site at www.mulchandsoilcouncil.org or by contacting MSC by telephone at (806) 832-1810 or e-mail at execdir@mulchandsoilcouncil.org.

2.2. Color of Mark

Members have two options to display the Mark. The Mark may be displayed in either black and white or in PMS-168.



Black & White Logo Mark

Section 3 – Frequently Asked Questions

Question 1 – CAN I USE THE MARK ON GENERAL COMPANY PROMOTIONAL MATERIALS?

Answer: Members are permitted to use the Mark on general company promotional materials and web sites, but only in such a manner that the viewer is able to recognize the member's status as an ELITE Bulk Member of MSC. The Mark may not be used in such a manner that would be misconstrued as an endorsement or certification of any product or practice of the member.

Question 2 – CAN I USE THE MARK ON PRODUCT PROMOTIONAL MATERIALS?

Answer: Yes, but only under the following criteria: (1) the Mark must be placed in one of the document's surrounding margins and be clearly separate from any reference to the promoted product or product; (2) the Mark must appear in the document in close proximity to the member's name; (3) the Mark must be positioned in the document in a manner that it would not be construed as an MSC endorsement or certification; and (4) the Mark may not appear in close proximity to any product logos, product images, product names or product descriptions.

Question 3 – CAN I USE THE MARK ON PRODUCT PACKAGING?

Answer: No. The Mark is only to be used by the member on company invoices, equipment, letter-

head, business cards, websites and promotional literature to indicate membership in MSC. Members may not use the Mark on product packaging

Question 4 – CAN I GROUP THE MARK WITH OTHER COMPANIES' OR ORGANIZATIONS' LOGOS?

Answer: Yes, but only under the following criteria:

- (1) the Mark must stand alone and cannot appear connected to the other companies' or organizations' marks; and
- (2) the Mark cannot appear in proximity to other companies' or organizations' brands or certification marks such that the Mark would be construed as a co-brand, certification mark or endorsement

Question 5 – MAY I PRODUCE AND SELL ITEMS THAT HAVE THE MARK ON THEM?

Answer: No. The Mark is only to be used by the member on company invoices, equipment, letterhead, business cards, websites and promotional literature to indicate membership in MSC. Members may not produce and sell any promotional products (e.g. hats, t-shirts, coffee mugs) that display the Mark.

QUESTION 6 – WHAT HAPPENS IF I DO NOT FOLLOW THESE GUIDELINES?

Answer – A member's ability to use the Mark is pre-conditioned upon:

- (1) Achieving and maintaining ELITE Bulk Membership in MSC in good standing;
- (2) a written pledge and compliance with the *MSC Code of Business Practice* and
- (3) entry into a license agreement with MSC to use the Mark.

These Guidelines and the *MSC Code of Business Practice* have been incorporated into the license agreement by reference. Failure to adhere to these Guidelines and/or the *MSC Code of Business Practice* constitutes a breach of the license agreement. Breaches of the license agreement may result in the revocation of your license to use the Mark, discontinuation of products upon which the logo appears and, in some cases, legal action.

QUESTION 7 – HOW CAN I CONFIRM IF I AM COMPLYING WITH THE GUIDELINES?

Answer – You may contact MSC with any questions at (806) 832-1810 or e-mail at execdir@mulchandsoilcouncil.org. MSC will answer any questions and review your materials for compliance if requested.