

**FIRST AMENDMENT TO**  
**THE US COMPOSTING COUNCIL®**  
**CERTIFICATE PROGRAM FOR SEAL OF TESTING ASSURANCE**  
**PROGRAM RULES**

This Amendment to The US Composting Council® Certificate Program for Seal of Testing Assurance Program Rules (the “Amendment”) is made effective \_\_\_\_\_, 20\_\_ by and between the United States Composting Council (the “USCC”) and the undersigned (the “Participant” or the “Licensee”).

R-1. WHEREAS, the USCC developed a “Seal of Testing Assurance” program (the “Program”) to certify that compost products have been sampled and tested, and the results of such testing are available upon request to interested parties, all in accordance with prescribed Program standards; and

R-2. WHEREAS, the Program standards are set forth in the document entitled “The United States Composting Council – Certification Program for Seal of Testing Assurance – Program Rules,” dated November 29, 2000, rev. September 29, 2001, rev. March 2, 2007, rev. August 10, 2010, rev. July 20, 2016 and as such document may be amended by the USCC from time to time and all schedules and appendices attached thereto (the “Program Rules”); and

R-3. WHEREAS, the Participant previously agreed to the Program Rules; and

R-4. WHEREAS, the USCC has developed a new logo and desires to remove and replace the logo attached to the Program Rules as Schedule B (the “Logo”) to identify compost products that have been certified as meeting the Program Rules; and

R-5. WHEREAS, the USCC desires to amend the Program Rules as set forth below and Participant desires to agree to the amendment so that it may continue to be a part of the Program and use the Logo;

NOW, THEREFORE, for and in good and valuable consideration of the foregoing and the covenants and conditions herein contained and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intended to be legally bound hereby, the parties agree:

1. The recital and introductory paragraphs hereof are a part hereof, form a basis for this Amendment and shall be considered prima facie evidence of the facts and the documents referred to therein.

2. All references in the Program Rules to the United States Composting Council shall be deemed to refer to the US Composting Council®.

3. Appendix C of the Program Rules is deleted in its entirety and replaced with the document attached hereto as Appendix C.

4. Section X, Paragraph D is deleted in its entirety and the following shall replace it:

**“D. Indemnification.** Licensee shall indemnify and hold the USCC, its employees and agents harmless from and against all costs, damages, claims, demands, liabilities, fines, suits, actions, proceedings, orders, decrees, judgments, expenses and damages of any kind and nature (including without limitation attorneys' fees and the costs of investigation and settlement of any claims) asserted by or on behalf of any person, entity or governmental authority against the USCC, directly or indirectly, based on or arising out of the certification (or loss of certification), any act or omission of Licensee or any employee or agent of Licensee related to the certification (or loss of certification), including without limitation, information regarding the Licensee's Compost Product that Licensee provides to a third-party in accordance with these Program Rules. Such claims, actions, losses, damages, liabilities or costs shall include, without limitation, those for property damage or personal injury.

5. Section X is hereby amended to add a Paragraph E to state the following:

“This Program and the Agreements herein shall be governed by and construed under the laws of the State of Maryland. Licensee agrees that any litigation in any way arising out of, related to or connected with the Program and/or the Agreements herein may be brought in any court, State or Federal, having competent jurisdiction over the matter and/or the parties, and it hereby consents to the jurisdiction and venue of such courts.”

6. Except as modified hereby, all terms and conditions of the Program Rules shall remain in full force and effect and are hereby reaffirmed and ratified.

7. This Amendment may be exercised in multiple counterparts, each of which shall be deemed an original, and all of which together shall be deemed to constitute the same agreement. This Amendment shall be governed by and construed in accordance with the laws of the State of Maryland.

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IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the day and year first above written.

US COMPOSTING COUNCIL®

By:

Name: Hilary Nichols

Title: Market Development Coordinator

Date: March 1, 2018

Participant: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Date: \_\_\_\_\_

Appendix C (revised)

Certification Program Logo and Accompanying Text:  
Compost Product (non-blended)

See attached.