NATIONAL SWEET SORGHUM
PRODUCERS AND PROCESSORS ASSOCIATION

AGREEMENT FOR THE USE OF THE NSSPPA CERTIFIED MARK/LOGO

Applicants Name or Trade Name (Doing Business As): _____

Business Address: _____

City: _____ County: _____ State _____ Zip: _____

Contact Person: _____ Telephone No. _____-_____-_____ E-mail: _____

(Check One) ☐ **Individual** ☐ **Partnership** ☐ **Corporation** ☐ **Cooperative**

Please specify how you will use the certified mark/logo: (i.e. on packaging, point of sale, signs, posters, letterhead, etc.)

Please be specific: _____

_____

The NSSPPA Certified Mark/Logo is to be used only on pure sorghum syrup which meets the standards set forth in 21 CFR 168.160. The Applicant hereby certifies that the Logo will be applied only in a fashion described above and that the products or commodities on which the Logo appears will be used in compliance with this Agreement. To use the NSSPPA Logo the Applicant must be a member of the NSSPPA and pay a fee as required by the NSSPPA. The NSSPPA requires that the term "molasses" not be used on the label containing this Logo.

Applicant agrees to use the NSSPPA Certified Mark/Logo on pure sorghum grown and processed within the Continental United States. When the Logo is used on the product container, it must be accompanied by the I.D. Number of the final processor. The Logo may be printed and displayed on the product label. If it is a stick-on type Logo and is not displayed on the product label, it must at least touch the edge of the label. The final processor (person who seals the container) will be responsible for keeping records on where the syrup was processed and/or purchased and in what quantities to insure that the sorghum is a pure product. Product(s) bearing the NSSPPA Logo must meet the Standards of Quality developed and approved by the NSSPPA. When the NSSPPA Certification Mark/Logo is used, Applicant must furnish a sample of such use of the Mark/Logo to the NSSPPA upon request.

Applicant agrees to permit NSSPPA and/or its authorized agent(s) to enter Applicant's premises at all reasonable times, with or without advance notice, to inspect Applicant's manufacturing, processing and packaging facilities and operations, and to inspect and test all goods produced for sale under the NSSPPA Certified Mark/Logo for the purpose of protecting and maintaining the standards of quality established by the NSSPPA.

Applicant agrees not to deviate from the graphic standards as provided and identified on the attached sheet or by digital Logo color. The NSSPPA Logo can be displayed using only the recognized PMS colors listed on the attached sheet or in black and white. This Logo may be provided digitally.

Applicant will indemnify and hold harmless the NSSPPA, Board of Directors, and its members from and against all product liability claims, actions, damages, costs and expenses including reasonable attorney's fees arising out of, or in connection with, Applicant's use of the Certified Mark/Logo.

Applicant hereby authorizes the NSSPPA and/or its authorized agent(s) to identify and promote Applicant's products in store promotions or marketing activities that may be undertaken by the NSSPPA.

The right to use the NSSPPA Logo herein granted shall be royalty free but is personal to Applicant and may not be assigned or transferred to any other individual or entity without prior written consent of the NSSPPA. The terms of this Agreement commence upon receipt of approval and shall continue until terminated upon written notice from the NSSPPA. Termination of the Agreement shall not affect the right or remedies of the NSSPPA for any breech of the Agreement of the Applicant.

I certify that the NSSPPA Certified Mark/Logo will not be used in any way that will be detrimental, deceptive, or misleading to any individual, product, or business entity; and that the products listed on the attached sheet have been produced, processed, or packaged according to the standards listed above as stated in this Agreement. I understand and acknowledge that the NSSPPA reserves the right to terminate this Agreement upon Applicant's breech or violation of the Agreement or the standards contained herein. On termination of this Agreement, Applicant shall immediately discontinue use of the NSSPPA Mark/Logo and all costs and expenses for such discontinuance shall be borne by the Applicant.

The NSSPPA proposes a voluntary check-off of $.05/gallon to support the cost of promoting the Logo.

_____ _____

Signature **Title** **Date** **Do Not Write In This Space**

Approved By: _____ Date: _____ **I.D. Number _____**

RETURN TO: Jim Baier
NSSPPA
PO Box 1356
Cookeville, TN 38503