

**GUIDELINES**  
**FOR**  
**3<sup>RD</sup> PARTY LICENSEES OF HCA'S LOGO**

**(A) Application**

1. Make application to the Hatch Chile Association (“Association”) for a license to use the HCA’s logo indicating a product is made with certified HATCH™ chile.
2. Application must be filed for the products that will be produced, including the name and type. Filings for additional products may be made in short-form and need not include the information already on file with the Association.
3. Provide name, physical and mailing addresses, telephone number(s), fax number(s), and e-mail address (if applicable), of business.
4. Provide name of person(s) responsible for operation.

**(B) Labeling**

1. Provide samples of all labeling and graphic language to be used in advertising or marketing/displaying product(s), and attach to returned application. Digital copies or to-scale mock-ups are acceptable.
2. Use only certified HATCH™ chiles in product(s) where reference is made to the name on the label. Chile is defined for the purposes of this agreement as any variety of the New Mexico pod type or similar peppers when used as a substitute. (For example, jalapenos are dissimilar to the New Mexico pod type so they may be used in combination with certified HATCH™ chile on a product bearing the mark.)
3. Comply with all applicable State and Federal laws regarding labeling of food products.
4. HCA’s logo contains the wording “HATCH™” which is a Certification Mark of the Hatch Chile Association for Unprocessed Chile; however, use

of HCA's logo in no way indicates endorsement of an applicant's product(s) by HCA.

5. No substantial change in labeling may be made without specific authorized amendment to the license issued by the Association.

**(C) Contents**

2. Not more than one percent (1%) of standard generic chile flavoring, powder, juice, salt, or similar chile derivatives may be used in product(s) to enhance flavor.
3. Comply with any requirements of applicable State and Federal food and labeling laws.
4. No change may be made in content without appropriate change in label (see "B" above).

**(D) Documentation**

1. On request, furnish name(s), address(es) and telephone number(s) of grower/packer(s), other registered HATCH™ chile processor, or other person(s) or entity(s), from whom HATCH™ chiles are purchased, and date(s) purchased.
2. On request, furnish records on total volume in pounds of HATCH™ chile purchased for use in your products bearing the HCA logo.
3. On request, indicate location(s) where HATCH™ chiles are stored and processed.
4. On request, furnish records on total volume in pounds of processed HATCH™ chiles used to make finished product(s).
5. On request, furnish records on total volume in pounds of product(s) produced bearing the HCA logo.
6. Retain all records on purchases and processing of HATCH™ chiles for a period of four (4) years.

7. Furnish all documentation to the Association annually thirty (30) days prior to expiration of license, or as otherwise requested.
8. Independent audit/report shall be furnished to the Association if a processor is unwilling to furnish documentation pursuant to D7. The cost of said audit will be borne entirely by Applicant.

**(E) Additional Requirements**

1. Applicant understands and agrees that the license is non-exclusive both as to product and geographic area, non-transferable, and issued only in for use in conjunction with advertising applicants products made with certified HATCH™ chile as outlined above. It is the responsibility of the applicant to verify that any and all chile used in their products is certified by HCA as HATCH™ chile.
2. Applicant understands and agrees that any license is issued for a one-year period only.
3. Applicant acknowledges the Hatch Chile Association is the sole, exclusive owner of the mark “HATCH™” as applied to unprocessed chile and that the use of its logo on processed products does not imply our certification of those products, only that we agree they were produced using certified HATCH™ Chile.
4. Applicant will pay a royalty or fee as specified in the application for the privilege of the use of HCA’s logo. Payment will be made yearly at a specified time.

EXHIBIT

