

Dear IVGA MEMBER,

Thank you for your interest in the IVGA 24(c) Special Local Need Label program for CHATEAU® Herbicide. Please find enclosed several documents which must be completed before the label can be issued.

1. The Program Agreement must be signed verifying you understand IVGA and Valent does not recommend the use of CHATEAU® herbicide on transplanted melons. The agreement also specifies you have read, executed, and understand the other enclosed documents.
2. The Waiver of Liability and Indemnification Agreement must be completed to include the county or counties of use in Indiana, the acres of fruiting vegetables and melons to be treated, and the rate of application. The Waiver of Liability and Indemnification Agreement must be signed by you and notarized. A new Waiver of Liability of Indemnification Agreement must be signed each calendar year.
3. The fee structure for participation in the program is a \$100.00 Annual Processing fee for administering the program. Please submit appropriate payment with the enclosed documents.

Upon receipt of the above items, I will sign the agreement as President on behalf of IVGA, and authorize a copy of the CHATEAU® herbicide label to be sent to you. A copy of the Waiver of Liability and Indemnification will also be sent with the label. You must retain a copy of the Waiver of Liability and Indemnification Agreement for two years.

Please feel free to call me if you have any questions. Thank you for your interest and participation in this association program.

Sincerely,

John Young
President
317-752-0559

INDIANA VEGETABLEGROWERS ASSOCIATION
IVGA, PO Box 1321, Valparaiso, IN 46384, ivga@ivga.org
24(c) PROGRAM AGREEMENT

For Special Local Need 24(c) Third Party Label for Use of CHATEAU® herbicide in transplanted melons in INDIANA.

While the Indiana Vegetable Growers Association (IVGA) does not recommend the use of Chateau® herbicide on transplanted melons in Indiana, it holds this Special Local Need 24(c) label for this registered use as a service to Indiana growers who have decided that losses from weeds outweigh the risk of crop injury.

All users of third party 24 (c) special local need labels held by the IVGA must be current dues-paying member of the IVGA. No commercial Indiana grower applying for this label will be denied membership in this Association.

By signing this Program Agreement, you willingly agree to the following statements,

1. I am a grower member of IVGA in good standing.
2. I have paid the appropriate administrative fee to participate in this program. (\$100.00 Annual Processing fee. Make check out to IVGA.)
3. I have read and understand the 'Conditions of Use' fact sheet attached to this agreement which outlines the specific directions regarding soil/crop preparation, application rates and other safety precautions.
4. I have fully completed the information required, signed and notarized the Waiver of Liability and Indemnification Agreement for the use of Chateau® in transplanted melons in the state of Indiana. The original notarized copy of the Indemnification Agreement is enclosed for the IVGA to sign and authorize.
5. I understand I must keep a copy of the Waiver of Liability and Indemnification Agreement for a period of two years after the IVGA has returned a signed and authorized copy.
6. I understand a new Waiver of Liability and Indemnification Agreement must be signed each calendar year.

Sign your name _____ Date _____

Print your name _____

Telephone _____ Fax _____

Upon receipt and approval of these documents, your copy of the Special Local Need 24(c) Chateau® label will be sent to you. Please return these documents to:

John Young, President
Indiana Vegetable Growers Association
5028 E. Landersdale Rd., Mooresville IN 46158
317-752-0559

WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT FOR THE USE OF CHATEAU HERBICIDE ON MELONS IN THE STATE OF INDIANA

Valent has followed appropriate procedures with the Indiana Office of the State Chemist and the Environmental Protection Agency, and has obtained a Section 24 (c) Special Local Needs registration for the use of Chateau® Herbicide on melons.

NEITHER THE INDIANA VEGETABLE GROWER'S ASSOCIATION (IVGA) NOR VALENT RECOMMENDS THE USE OF CHATEAU HERBICIDE ON MELONS.

VALENT INTENDS THAT THIS SECTION 24 (c) LABEL BE DISTRIBUTED ONLY BY THE IVGA TO END USERS AND/OR GROWERS WHO AGREE IN WRITING TO THE TERMS AND CONDITIONS REQUIRED BY THE IVGA INCLUDING A WAIVER AND RELEASE FROM ALL LIABILITY AND INDEMNIFICATION BY THE USER AND/OR GROWER OF VALENT, IVGA, AND OTHERS FOR FAILURE TO PERFORM AND FOR CROP DAMAGE FROM USE OF CHATEAU HERBICIDE ON MELONS. IF SUCH TERMS AND CONDITIONS ARE UNACCEPTABLE, RETURN THE CHATEAU® HERBICIDE AT ONCE UNOPENED.

THIS PRODUCT, WHEN USED ON MELONS, MAY LEAD TO CROP INJURY, LOSS, OR DAMAGE.

VALENT RECOMMENDS THAT THE USER AND/OR GROWER TEST THIS PRODUCT IN ORDER TO DETERMINE ITS SUITABILITY FOR SUCH INTENDED USE. VALENT MAKES THIS PRODUCT AVAILABLE TO THE USER AND/OR GROWER SOLELY TO THE EXTENT THAT THE BENEFIT AND UTILITY, IN THE SOLE OPINION OF THE USER AND/OR GROWER, OUTWEIGH THE EXTENT OF POTENTIAL INJURY ASSOCIATED WITH THE USE OF THIS PRODUCT. THE DECISION TO USE OR NOT USE THIS PRODUCT MUST BE MADE BY EACH INDIVIDUAL USER AND/OR GROWER ON THE BASIS OF POSSIBLE CROP INJURY FROM CHATEAU® HERBICIDE, THE SEVERITY OF WEED INFESTATION, THE COST OF ALTERNATE WEED CONTROLS, AND OTHER FACTORS. BECAUSE OF THE RISK OF CROP DAMAGE, ALL SUCH USE IS AT USER'S AND/OR GROWER'S RISK.

The undersigned agrees to follow all applicable directions, restrictions, and precautions set forth in the attached Section 24 (c) Special Local Need label for Chateau® herbicide on melons, and the EPA registered Chateau® herbicide label.

THE UNDERSIGNED HAS READ THE ABOVE AND UNDERSTANDS THAT THE IVGA AND VALENT ARE NOT ADVOCATING OR RECOMMENDING THE USE OF CHATEAU® ON MELONS. The undersigned hereby agrees that he/she will be solely liable for failure of Chateau® to perform effectively or for crop-related damage from the use of Chateau® on melons and indemnifies and holds harmless all third parties, including but not limited to, Valent, IVGA, the dealer or distributor from whom the pesticide was purchased including their officers, directors, staff and employees from all claims of failure of Chateau® Herbicide to perform effectively or for crop-related damage from the use of Chateau® on melons.

Please continue to the next page for user and/or grower signature.

Initials: Grower _____ IVGA _____

This Waiver of Liability and Indemnification Agreement will apply to all applications, in accordance with labeling instructions, of Chateau® Herbicide on melons during the calendar year indicated below (user and/or grower signature date). A new Waiver of Liability and Indemnification Agreement will be signed each calendar year.

County (ies)	Acres	Rate per Acre
_____	_____	_____
_____	_____	_____
_____	_____	_____

Mail this two-page form with the administration fee (\$100) to the John Young, President, Indiana Vegetable Growers Association, 5028 E. Landersdale Rd., Mooresville, IN 46158, email address: ivga@ivga.org. Make checks out to IVGA. A copy will be returned to you for your records. Contact John Young at 317-752-0559 if you need additional information.

Grower and/or user Date

Name (print) Telephone

Address (Street, RD, PO Box) City/State/Zip Code

STATE OF INDIANA

_____ County

I, _____, a Notary Public for said County and State, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this _____ day of _____

_____ My commission expires _____

Notary Public

THE INDIANA VEGETABLE GROWERS ASSOCIATION AUTHORIZATION:

Authorized signature _____ Payment _____

Date _____

FOR DISTRIBUTION AND USE ONLY IN THE STATE OF Indiana

CHATEAU® Herbicide SW

EPA Reg. No. 59639-99

EPA SLN No. SLN IN-1800004

It is a violation of Federal Law to use this product in a manner inconsistent with its labeling.

DIRECTIONS FOR USE IN ROW MIDDLES OF TRANSPLANTED MELON SUBGROUP

APPROVED CROPS: Melons: citron melon, muskmelon (such as cantaloupe, casaba, honeydew, and watermelon, etc.).

GENERAL RESTRICTIONS AND LIMITATIONS

- CHATEAU® can only be applied in row middles between raised plastic mulched beds that are at least **4 inches higher** than the treated row middle and the mulched bed must have **a minimum of a 24-inch bed width**.
- Spray must remain between raised beds and contact no more than the bottom 1 inch of the side of the raised bed.
- Do not apply after crops are transplanted.
- Do not apply more than 4 oz. of CHATEAU® per acre during a single application.
- All applications must be made with shielded or hooded equipment.
- Injury can occur if soil particles treated with CHATEAU® contact the crop.
- A rainfall or irrigation after application, but prior to transplanting, is required.

RATE

- Up to 4 ounces/acre per application

TIMING TO CROP

CHATEAU® may be applied as a shielded or hooded application to row middles after plastic is laid to transplanting. Spray must be directed to the row middle and contact no more than the bottom 1 inch of the side of the raised bed. If the top of the mulch beds (where plants are to be transplanted) is contacted, severe injury can occur due to foliage contact with treated plastic.

WEED CONTROL AND TANK MIXING

CHATEAU® provides preemergence residual control of the weeds listed in Table 1 to assist in the control of emerged weeds. A registered preemergence grass herbicide may be added for control of additional grassy weeds.

For control of emerged weeds, tank-mix CHATEAU® with paraquat, Aim, glyphosate, or other registered burndown herbicide. Refer to tank mix partner label for recommended rates and application parameters.

CHATEAU® herbicide

Table 1. Weeds Controlled by Preemergence Application of CHATEAU® at 4 oz/A*

<i>BROADLEAF WEED SPECIES</i>		<i>GRASS WEED SPECIES</i>
Bristly Starbur	Morningglories	Barnyardgrass
Carpetweed	Mustards	Bluegrass, Annual
Chickweeds	Nightshades	Crabgrass, Large
Coffee Senna	Pigweed Species	Foxtail, Giant
Eclipta	Palmer Amaranth	Goosegrass
Eveningprimrose, Cutleaf	Prickly Lettuce (China Lettuce)	Panicums (Fall & Texas)
Fleabane	Prickly Sida (Teaweed)	Signalgrass, Broadleaf
Florida Beggarweed	Puncturevine	
Florida Pusley	Purslane, Common	
Hemp Sesbania	Radish, Wild	
Henbit	Ragweed, Common	
Lambsquarters, Common	Spotted Spurge	
Mallow, Common	Tropic Croton	
Mallow, Little		

* Refer to Federal Label for additional weeds controlled.

Table 2. Rotational Restrictions for CHATEAU

RATE	CROPS	ROTATIONAL INTERVALS
2 oz/A	Registered Crops	None
	Cotton, Field Corn, Rice, Sorghum, Sunflower, Tobacco, and Wheat	1 Month
	Barley, Dry and Snap Beans, Peas, Rye, Sweet Corn	3 Months
	All other crops not listed	4 months if soil is tilled prior to planting 8 months if no tillage is performed
3 oz/A	Registered Crops	None
	Field Corn and Sorghum	1 Month
	Cotton, Field Corn, Rice, Sorghum, Sunflower, Tobacco, Wheat	2 Months
	Barley, Dry and Snap Beans, Peas, Rye, Sweet Corn	4 Month
	All other crops not listed	5 months if soil is tilled prior to planting 10 months if no tillage is performed
4 oz/A	Registered Crops	None
	Cotton, Field Corn, Peanut, Rice, Sorghum, Soybean, Sunflower, Tobacco, and Wheat	4 Months
	All other crops not listed	6 months if soil is tilled prior to planting 12 months if no tillage is performed

TANK CLEANOUT

Refer to Federal label for tank cleanout procedures. A tank cleaner specifically designed for CHATEAU® may be purchased through your local dealer.