

APPALACHIAN GROWN™ LICENSE AGREEMENT FOR HANDLERS

The Appalachian Sustainable Agriculture Project (ASAP) has developed the *Appalachian Grown*™ logo to certify food and agricultural products grown or raised by locally operated farms in western North Carolina and the southern Appalachian region. Individuals and organizations who agree to comply with the terms and conditions are authorized to use the *Appalachian Grown* logo and related materials.



This License Agreement is entered into by and between ASAP, 729 Haywood Road, Suite 3 Asheville, NC 28806 and the business listed below (LICENSEE) and is effective as of the date signed by LICENSEE until April 2 of the following year, subject to confirmed receipt by ASAP.

(Name of Business)

herein referred to as LICENSEE desires to make use of the Appalachian Grown logo and promotional materials. Effective on the subscribed date, the LICENSEE agrees to the following terms and conditions:

AGREEMENTS

1. **Ownership of Mark.** ASAP is the sole and exclusive owner of the *Appalachian Grown* logo.
2. **Nonexclusive, Nontransferable License.** ASAP grants LICENSEE a non-exclusive, nontransferable, royalty-free right to use the *Appalachian Grown* logo solely in connection with the advertising, marketing, promotion, and sale of *Appalachian Grown* certified products.
3. **Use of *Appalachian Grown* Logo and Related Materials.** LICENSEE shall use the *Appalachian Grown* logo and related food campaign materials only in the form and manner specified by ASAP as summarized outlined below.

a. Conditions of Logo Use. LICENSEE shall comply with the following terms and conditions:

1. LICENSEE shall use the *Appalachian Grown* logo and related materials solely in connection with *Appalachian Grown* certified products. Products represented, labeled, or sold as *Appalachian Grown* must be grown or raised within the boundaries of the ASAP Local Food Campaign region by certified *Appalachian Grown* farms.
2. LICENSEE shall not use the *Appalachian Grown* logo and other *Appalachian Grown* promotional materials to represent or label products obtained from non-certified farms.
3. LICENSEE shall not use the *Appalachian Grown* logo and related materials in any manner that encourages consumers to associate the *Appalachian Grown* logo with products that are not *Appalachian Grown* certified.

Appalachian Sustainable Agriculture Project
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Asheville, NC 28806
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FAX: (828) 236-1280

4. LICENSEE shall not combine the *Appalachian Grown* logo with any other trademark name.

5. LICENSEE shall not use the *Appalachian Grown* logo in any manner that may disparage or impair the validity of the logo.

6. LICENSEE use of the *Appalachian Grown* logo shall be in accordance with applicable trademark law. LICENSEE shall use its best efforts at all times to promote and increase the awareness and acceptance of the *Appalachian Grown* logo in a manner consistent with sound business practices.

b. Quality Maintenance Standards. LICENSEE shall cooperate with ASAP in assuring proper use of the *Appalachian Grown* logo and related materials in accordance with the Conditions of Logo Use. LICENSEE acknowledges that ASAP has the right to verify and inspect all goods and all other items to which the *Appalachian Grown* logo and related materials are attached to maintain effective quality control and protection of the integrity of the *Appalachian Grown* logo.

4. Termination

a. This Agreement expires annually on April 2. The term of this agreement from execution to expiration will not exceed 18 months.

b. LICENSEE failure to comply with the terms and conditions of this Agreement shall result in an immediate termination of this Agreement.

c. Upon termination of this agreement, due to expiration or to breach of Agreement, the rights and licenses granted hereby to LICENSEE shall immediately terminate and LICENSEE shall immediately cease to use the *Appalachian Grown* logo and related food campaign materials.

By (Authorized Signature)

Date

Name and Title of Person Signing (Please Print)

Name of Organization (Please Print)

Street address

City, State, Zip

Phone

Fax

e-mail address

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