

## APPALACHIAN GROWN TAILGATE MARKET CERTIFICATION AND LICENSE AGREEMENT

The *Appalachian Grown*<sup>TM</sup> program of Appalachian Sustainable Agriculture Project certifies food and agricultural products grown or raised on farms in Western North Carolina and the southern Appalachian mountains. The Tailgate Market Certification form and License Agreement certifies eligible tailgate markets.



### TAILGATE MARKET ELIGIBILITY AND RESTRICTIONS

To become *Appalachian Grown* certified and market products with the *Appalachian Grown* logo, the market manager or authorized representative must confirm the following standards.

1. The majority of the vendors at the market are farmers.
2. The market is a producer only market; vendors must be the producer of items being sold.
3. Markets are located in an Appalachian Grown county (visit <http://www.asapconnections.org/AppalachianCountyList.pdf> for the list of eligible counties).

### LICENSE AGREEMENT

Tailgate markets that meet the abovementioned standards and agree to comply with the terms and conditions in the License Agreement are authorized to use the *Appalachian Grown* logo and related materials.

This License Agreement is entered into by and between ASAP, 729 Haywood Road, # 3 Asheville, NC 28806 and the tailgate market named below (LICENSEE). Agreements are valid for the current calendar year and must be renewed annually. If signed after October 1, the certification agreement is valid for the remainder of the current calendar year and the entire following calendar year.

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(Name of Tailgate Market)

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, and promotion of the tailgate market.
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 outlined in this agreement.

**a. Conditions of 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 the advertising, marketing, and promotion of the tailgate market certified by this document.
2. LICENSEE shall not use the *Appalachian Grown* logo in any manner that may disparage or impair the validity of the logo.

3. 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. Agreements are valid for the current calendar year and must be renewed annually. If signed after October 1, the certification agreement is valid for the remainder of the current calendar year and the entire following calendar year.

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 Tailgate Market (Please Print)

\_\_\_\_\_  
Mailing address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
E-mail address