

Appalachian Grown™

License Agreement for Handlers

(Grocers, Distributors, Restaurants)



Appalachian Sustainable Agriculture Project (ASAP) 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 in this Agreement are authorized to use the *Appalachian Grown* logo and related materials.

This License Agreement is entered into by and between Appalachian Sustainable Agriculture Project (ASAP), 306 West Haywood Street Asheville, NC 28801 and the business listed 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.

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 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 other *Appalachian Grown* promotional materials solely in connection with *Appalachian Grown* certified products. Products represented, labeled, or sold as *Appalachian Grown* must be grown or raised by certified *Appalachian Grown* farms.
 2. LICENSEE shall not use the *Appalachian Grown* logo in any manner that encourages customers to associate the logo with products that are not *Appalachian Grown* certified.
 3. LICENSEE shall not combine the *Appalachian Grown* logo with any other trademark name.
 4. LICENSEE shall not use the *Appalachian Grown* logo in any manner that may disparage or impair the validity of the logo.
 5. 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. **Standards for freshly prepared foods.** Foods that are freshly prepared are those foods identified on a menu or otherwise displayed or served ready to eat. To use the *Appalachian Grown* logo on freshly prepared foods, the LICENSEE must comply with the following standards:
1. Any ingredients included in the name of the dish must be from an *Appalachian Grown* certified farm.
 2. 50% or more of the content of the deli or menu item by volume must be from an *Appalachian Grown* certified farm.
 3. Items that cannot be made with 50% or more locally grown ingredients can be displayed with the logo if the product contains a significant proportion of *Appalachian Grown* ingredients. This means that the logo should be used to showcase dishes that feature ingredients from *Appalachian Grown* farms and not dishes with token amounts of locally grown ingredients.
- c. **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 of person signing (please print)

Title of person signing (please print)

Street address

City, State, Zip

Phone

Fax

E-mail address