

## APPALACHIAN GROWN™ AGREEMENT FOR PROCESSED FARM PRODUCTS

The *Appalachian Grown*™ logo identifies food and farm products grown or raised in an Appalachian county by a certified farm. This agreement is for processed farm products.



### PROCESSED FARM PRODUCT STANDARDS

To market processed farm products with the *Appalachian Grown* logo, you must adhere to all of the following standards.

- Total product by weight—excluding sugar, water, salt, oil, and wheat—must be 75% local ingredients from certified *Appalachian Grown* farms.
- Total product by weight—including all ingredients—must be 40% local ingredients from certified *Appalachian Grown* farms.
- No single product ingredient can come from a mixture of local and non-local sources. For example, a jar of salsa cannot use a combination of *Appalachian Grown* tomatoes and tomatoes from a non-local source.

### LICENSE AGREEMENT FOR HANDLERS

Individuals and organizations that adhere to 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 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.

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(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 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.

Appalachian Sustainable Agriculture Project  
306 West Haywood Street  
Asheville, NC 28801  
Phone: (828) 236-1282; Fax: (828) 236-1280

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.

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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