

## APPALACHIAN GROWN™ PRODUCER CERTIFICATION AND LICENSE AGREEMENT

The *Appalachian Grown*™ logo certifies farms that grow or raise food and agricultural products in Western North Carolina and the Southern Appalachian region. This Producer Certification form and License Agreement are for unprocessed products. If you produce value-added products you must sign and adhere to the requirements in the Processed Farm Products Agreement.



### PRODUCER CERTIFICATION

To become *Appalachian Grown* certified and market products with the *Appalachian Grown* logo, the farm operator must confirm the following standards.

1. The farm is located in an Appalachian county (see attached list of *Appalachian Grown* counties).
2. The farm is a family farm, defined as one in which the family holds the financial responsibility, takes the risks, and provides the majority of the management decisions for the farm.
3. The individual certifying the farm is the farm operator.
4. Products marketed as *Appalachian Grown* will be grown or raised on the certified farm or on another certified *Appalachian Grown* farm.
5. Nursery plants and trees marketed as *Appalachian Grown* have spent at least 75% of life beyond propagation or at least 1 year on the farm.
6. For meat marketed as *Appalachian Grown*, the animal spent 75% of its life after weaning on the certified farm or on another certified *Appalachian Grown* farm.

### LICENSE AGREEMENT

Farm operators who meet the abovementioned standards and who agree to comply with the terms and conditions in the License Agreement are authorized to use the *Appalachian Grown* logo and related materials. Exceptions to any of the above criteria will be considered on a case by case basis.

This License Agreement is entered into by and between ASAP, 306 West Haywood Street Asheville, NC 28801 and the farm 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 FARM)

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 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 Appalachian Grown 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.

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. 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 & Title of Person Signing (Please Print)

\_\_\_\_\_  
Farm Name (Please Print)

\_\_\_\_\_  
Street address

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

\_\_\_\_\_  
County(ies)

\_\_\_\_\_  
Total acres

\_\_\_\_\_  
Acres farmed

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax

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