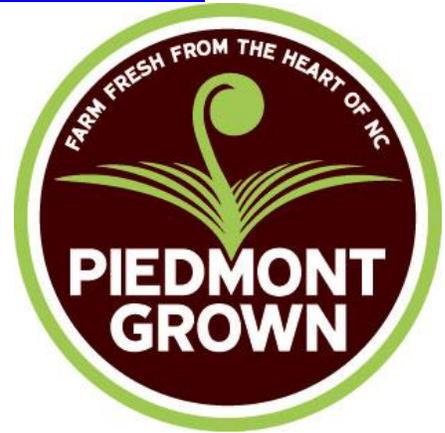


For Review Purposes Only – Use Online Enrollment Process at
<https://www.piedmontgrown.org/dashboard/register.php>

PIEDMONT GROWN

**LICENSE AGREEMENT FOR WHOLESALERS, RETAILERS,
RESTAURANTS / CHEFS, CATERERS, INSTITUTIONAL FOOD
SERVICE, and DISTRIBUTORS.**



The *Piedmont Grown* logo was developed to certify food and agricultural products grown or raised by locally operated farms in the Piedmont Region of North Carolina. Individuals and organizations who agree to comply with the terms and conditions in this Agreement are authorized to use the *Piedmont Grown* logo and related materials.

This License Agreement is entered into by and between Piedmont Grown and the business or entity 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 Piedmont Grown logo and promotional materials. Effective on the subscribed date, the LICENSEE agrees to the following terms and conditions:

AGREEMENTS

1. **Ownership of Mark.** Piedmont Grown is the sole and exclusive owner of the *Piedmont Grown* logo.
2. **Nonexclusive, Nontransferable License.** Piedmont Grown grants LICENSEE a non-exclusive, nontransferable, royalty-free right to use the *Piedmont Grown* logo solely in connection with the advertising, marketing, promotion, and sale of *Piedmont Grown* certified products.
3. **Use of *Piedmont Grown* Logo and Related Materials.** LICENSEE shall use the *Piedmont Grown* logo and related food campaign materials only in the form and manner specified below.
 - a. **Conditions of Logo Use.** LICENSEE shall comply with the following terms and conditions:
 1. LICENSEE shall use the *Piedmont Grown* logo and other *Piedmont Grown* promotional materials solely in connection with *Piedmont Grown* certified products. Products represented, labeled, or sold as *Piedmont Grown* must be grown or raised by certified *Piedmont Grown* farms.
 2. LICENSEE shall not use the *Piedmont Grown* logo in any manner that encourages customers to associate the logo with products that are not *Piedmont Grown* certified.
 3. LICENSEE shall not combine the *Piedmont Grown* logo with any other trademark name.
 4. LICENSEE shall not use the *Piedmont Grown* logo in any manner that may disparage or impair the validity of the logo.
 5. LICENSEE use of the *Piedmont 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 *Piedmont Grown* logo in a manner consistent with sound business practices.

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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 *Piedmont 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 a *Piedmont Grown* certified farm.
2. 51% or more of the content of the deli or menu item by volume must be from an *Piedmont Grown* certified farm.
3. Items that cannot be made with 51% or more locally grown ingredients can be displayed with the logo if the product contains a significant proportion of *Piedmont Grown* ingredients. This means that the logo should be used to showcase dishes that feature ingredients from *Piedmont Grown* farms and not dishes with token amounts of locally grown ingredients.

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

By (Authorized Signature)

Date

Name and Title of Person Signing (Please Print)

Name of Organization of Business

Street address City, State, Zip

Phone Fax

E-mail address