

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

PIEDMONT GROWN AGREEMENT FOR ARTISAN FOOD PRODUCERS / PROCESSORS

The *Piedmont Grown* logo identifies food and farm products grown or raised in a Piedmont county by a certified farm. This agreement is for processed products that use local ingredients from Piedmont Grown certified farms.



PROCESSED FARM PRODUCT STANDARDS

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

1. Total product by weight—excluding sugar, water, salt, oil, and wheat—must be 75% local ingredients from certified *Piedmont Grown* farms.
2. Total product by weight—including all ingredients—must be 40% local ingredients from certified *Piedmont Grown* farms.
3. 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 *Piedmont Grown* tomatoes and tomatoes from a non-local source.

LICENSE AGREEMENT FOR ARTISAN FOOD PRODUCERS / PROCESSORS

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 *Piedmont Grown* logo and related materials.

This License Agreement is entered into by and between Piedmont Grown NC 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 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 by Piedmont Grown NC as outlined below.
 - a. **Conditions of Logo Use.** LICENSEE shall comply with the following terms and conditions:
 1. LICENSEE shall use the *Piedmont Grown* logo and related materials solely in connection with *Piedmont Grown* certified products. Products represented, labeled, or sold as *Piedmont Grown* must be grown or raised within the boundaries of the Piedmont Grown Local Food Campaign region by certified *Piedmont Grown* farms.
 2. LICENSEE shall not use the *Piedmont Grown* logo and other *Piedmont Grown* promotional materials to represent or label products obtained from non-certified farms.

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3. LICENSEE shall not use the *Piedmont Grown* logo and related materials in any manner that encourages consumers to associate the *Piedmont Grown* logo with products that are not *Piedmont Grown* certified.
4. LICENSEE shall not combine the *Piedmont Grown* logo with any other trademark name.
5. LICENSEE shall not use the *Piedmont Grown* logo in any manner that may disparage or impair the validity of the logo.
6. 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.

b. Quality Maintenance Standards. LICENSEE shall cooperate with Piedmont Grown NC 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 NC 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. 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 *Piedmont 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

Email