

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

**PIEDMONT GROWN
PRODUCER CERTIFICATION AND LICENSE AGREEMENT**

The *Piedmont Grown* logo certifies farms that grow or raise food and agricultural products in the Piedmont Region of North Carolina. 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 *Piedmont Grown* certified and market products with the *Piedmont Grown* logo, the farm operator must confirm the following standards.

1. The farm is located in a Piedmont county.

List of Piedmont Counties

Alamance	Durham	Lincoln	Stokes
Alexander	Forsyth	Mecklenburg	Surry
Anson	Franklin	Montgomery	Union
Cabarrus	Gaston	Moore	Vance
Caswell	Granville	Orange	Wake
Catawba	Guilford	Person	Warren
Chatham	Harnett	Randolph	Yadkin
Cleveland	Iredell	Rockingham	
Davidson	Johnston	Rowan	
Davie	Lee	Stanly	

2. The farm is a local farm, defined as one in which the family or individuals 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 *Piedmont Grown* will be grown or raised on the certified farm or on another certified *Piedmont Grown* farm.
5. Nursery plants and trees marketed as *Piedmont Grown* have spent at least 75% of life beyond propagation or at least 1 year on the farm.
6. For meat marketed as *Piedmont Grown*, the animal spent 75% of its life after weaning on the certified farm or on another certified *Piedmont 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 *Piedmont 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 Piedmont Grown NC 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. _____ (NAME OF FARM) 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:

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AGREEMENTS

1. **Ownership of Mark.** The Piedmont Grown organization 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 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 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.
 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 the Piedmont Grown program 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.

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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 & 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