PIEDMONT GROWN
FARMERS’ MARKET CERTIFICATION AND LICENSE AGREEMENT

The *Piedmont Grown* program of Piedmont Grown NC certifies food and agricultural products grown or raised on farms in the Piedmont of North Carolina. The web-based enrollment process certifies eligible Farmers’ Market.

FARMERS’ MARKET ELIGIBILITY AND RESTRICTIONS
To become *Piedmont Grown* certified and market products with the *Piedmont Grown* logo, the market manager or authorized representative must confirm the following standards.

1. The majority of the vendors at the market are Farmers’.
2. The market is a producer only market; vendors must be the producer of items being sold.
3. Markets are located in a Piedmont Grown county.

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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
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LICENSE AGREEMENT

Farmers’ markets that meet 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 the Piedmont Grown Project address and the Farmers’ market named 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 Farmers’ Market) 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, and promotion of the Farmers’ market.

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 as outlined in this agreement.

   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 the advertising, marketing, and promotion of the Farmers’ market certified by this document.

2. LICENSEE shall use the Piedmont Grown logo and related materials solely in connection with the advertising, marketing, and promotion of the Farmers’ market certified by this document.

3. LICENSEE shall not use the Piedmont Grown logo in any manner that may disparage or impair the validity of the logo.

4. LICENSEE use of the Piedmont Grown logo shall be in accordance with applicable trademark law.

5. 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 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 Farmers’ Market (Please Print) County located _________________________________________

Mailing address City, State, Zip ________________________________________________________

Phone Fax ________________________________ ________________________________

E-mail address ______________________________________________________________