



MARION COUNTY GROWN PRODUCER CERTIFICATION AND LOGO USE AGREEMENT

The *MARION COUNTY GROWN* logo certifies farms that grow, raise and/or value-add agriculture products in Marion County, these products are **farmer grown only**. Being certified *MARION COUNTY GROWN* helps consumers, retailers and wholesalers distinguish and identify your product as local.

In order to protect the integrity of the logo a producer must meet certain criteria and comply with the logo use restrictions by becoming a certified Marion County Grown producer.

Producer Certification

To become *MARION COUNTY GROWN* certified and market products utilizing the *MARION COUNTY GROWN* logo, the producer must meet the following criteria:

1. The farm is located in Marion County
2. The individual certifying the farm is the farm owner
3. The farm is a family farm, defined as the family is financially responsible, the risk takers, the decision makers
4. Products marketed as *MARION COUNTY GROWN* will be produced on the certified farm or on another certified *MARION COUNTY GROWN* farm
5. Nursery plants, vegetable plants, trees (including but not limited to fruit crops) and herbs that are being marketed as *MARION COUNTY GROWN* have been propagated by the farmer, has spent at least 75 % of life on the certifying farm if propagated on another farm or has spent at least one year on the certifying farm
6. Meat marketed as *MARION COUNTY GROWN* the animal has been born on the farm, was purchased at weaning and has spent the rest of life on the certified farm or purchased from another certified *MARION COUNTY GROWN* farm
7. Value-added products marketed as *MARION COUNTY GROWN* must contain at least one ingredient produced on a certified *MARION COUNTY GROWN* farm
8. 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 *Marion County Grown* tomatoes and tomatoes from a non-local source.

Logo Use Agreement

Farm operators who meet the above mentioned criteria and who agree to comply with the terms and conditions in the Logo Use Agreement are authorized to use the MARION COUNTY GROWN logo and related materials.

This Logo Use Agreement is entered into by and between the Marion County Extension Service, 2232 NE Jacksonville Rd, Ocala, FL 34470 and the farm business listed below (LICENSEE) and is effective as of the date signed by Licensee valid for two years, to be confirmed by the Marion County Extension Service.

(Farm and/or Producer Name)

Herein referred to as LICENSEE desires to make use of the MARION COUNTY GROWN logo and promotional materials. Effective on the subscribed date, the LICENSEE agrees to the following terms and conditions:

AGREEMENTS

I. Ownership of Mark. The Marion County Extension Service is the sole and exclusive owner of the *MARION COUNTY GROWN* logo.

II. Nonexclusive, Nontransferable License. Marion County Extension Service as part of the Marion County Local Food Network Initiative grants LICENSEE a non-exclusive, nontransferable, royalty-free right to use the *MARION COUNTY GROWN* logo solely in connection with the advertising, marketing, promotion, and sale of *MARION COUNTY GROWN* certified products.

III. Use of *MARION COUNTY GROWN* Logo and Related Materials. LICENSEE shall use the *Marion County Grown* logo and related campaign materials only in the form and manner specified by the Extension Service as outlined below.

a. Conditions of Use. LICENSEE shall comply with the following terms and conditions:

1. LICENSEE shall use the *Marion County Grown* logo and related materials solely in connection with *Marion County Grown* certified products. Products represented, labeled, or sold as *Marion County Grown* must be grown or raised within the boundaries of Marion County.
2. LICENSEE shall not use the *Marion County Grown* logo and other *Marion County Grown* promotional materials to represent or label products obtained from non-certified farms.
3. LICENSEE shall not use the *Marion County Grown* logo and related materials in any manner that encourages consumers to associate the *Marion County Grown* logo with products that are not *Marion County Grown* certified.
4. LICENSEE shall not use the *Marion County Grown* logo in any manner that may disparage or impair the validity of the logo.
5. LICENSEE shall use its best efforts at all times to promote and increase the awareness and acceptance of the *Marion County Grown* logo in a manner consistent with sound business practices.

b. Authorized Use of the Logo.

1. LICENSEE may use the logo in conjunction with their own farm logo or Fresh from Florida logo. No other trademark logo may be used in conjunction with the *Marion County Grown* logo without prior permission.
2. Eligible logo uses for the *Marion County Grown logo* includes but is not limited to: price cards, business cards, banners, website, printed materials, product and/or packaging labels, farm signs.

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

d. Modification of Licensed Materials. Licensee shall not modify, manipulate, or create a derivative work of the Materials without the prior written permission of Licensor.

IV. Termination

- a. This Agreement expires 24 months following the execution of the signed agreement. The producer must be re-certified every 24 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 *Marion County Grown* logo and related campaign materials.

By (Authorized Signature) Date

Name & Title of Person Signing (Please Print)

Farm Name (Please Print)

Street address City, State, Zip

Number of acres farmed in Marion County

Phone Fax

E-mail address

For Office Use Only

_____ In compliance according to the producer agreement _____ Signed LICENSEE agreement

DATE: _____ Authorizing Agent: _____

Marion County Local Food Network Initiative
Marion County Extension Service
2232 NE Jacksonville Rd
Ocala, Fl 34470
352-671-8400

Adapted with permission from the Appalachian Grown Certification initiated by the Appalachian Sustainable Agriculture Project