



SAN DIEGO COUNTY FARM BUREAU
SAN DIEGO GROWN 365 LICENSING AGREEMENT

Retail Establishments

This Agreement is made on this **Registration Date:** _____.

BETWEEN:

1. The San Diego County Farm Bureau, (“the Licensor”) and
2. The Licensee _____ (“the Licensee”)

IT IS HEREBY AGREED AS FOLLOWS:

The San Diego County Farm Bureau (“the Licensor”) developed and owns the *San Diego Grown 365* logo with the intent to differentiate for retailers and consumers product meeting the standard of identity of San Diego County from product that does not, thus motivating retailers and consumers to purchase agricultural products grown, produced, processed and/or manufactured in San Diego County.

The use of the *San Diego Grown 365* Certification Mark (Certification Mark) may include, but is not limited to, advertising, merchandising, sales and consumer promotion, consumer education, media outreach, marketing and scientific research, health promotion, and public relations.

The Licensee must understand, sign and abide by this Licensing Agreement (Agreement) in order to use the Certification Mark.

The Licensor hereby grants to the Licensee a non-exclusive, non-transferable license to use the *San Diego Grown 365* Certification Mark (United States Patent & Trademark Office Registration No. 3,475,136) as shown in Exhibit LA-1 and the phrase “*San Diego Grown 365*” on Licensee’s labels, packages, and products in accordance with the provisions of this Agreement.

The term of this Agreement is defined as one year commencing upon the signing of this Agreement on the Registration Date. This Agreement shall automatically renew each succeeding year for one year on the anniversary date as long as all terms and conditions of this Licensing Agreement are being met in the sole judgment of the Licensor.

The Certification Mark shall only be applied to product grown or harvested in San Diego County, and/or the product’s packaging. For this purpose, product whose components are 85% grown or harvested in San Diego County or its surface or coastal waters will be presumed to meet the standard.

The Licensee shall not: 1) Use the *San Diego Grown 365* Certification Mark for any other purpose than promoting San Diego agriculture, 2) use the Certification Mark as its own mark, or as the exclusive representation of Licensee's business entity, 3) sell, part with possession of, or distribute the Certified Mark or copies of it, 4) permit the Certified Mark to be copied by an unauthorized vendor or otherwise used in contravention of any copyright, trademark, or any other law, 4) permit the *San Diego Grown 365* Certification Mark to be modified in any way except as specifically permitted under the terms of this License Agreement or with the written agreement of the Licensor, 5) insert the Licensee's name and/or trademark within or overlap the boundaries of the Certification Mark, 6) reproduce the Certification Mark in any color other than the authorized color as displayed in the original distributed version provided upon execution of this Licensing Agreement, and 7) alter the Certification Mark in any way other than adjustment in size.

The Licensee acknowledges that such copyright, trademarks, certification marks, and other rights belonging to the Licensor may only be used by the Licensee with the consent of the Licensor and during continuation of this Agreement upon the expiration or termination thereof the Licensee shall forthwith discontinue such use without any rate of compensation for such discontinuation.

The Licensee recognizes the great value of the goodwill associated with the Certification Mark and acknowledges that the Certification Mark and goodwill are the property of the Licensor. The Licensee agrees to uphold the value of the Certification Mark and agrees to do nothing that would diminish its value.

Nothing in this Agreement shall be construed to impose on the San Diego County Farm Bureau any particular obligation or requirement to promote the Certification Mark.

Licensee shall indemnify and hold harmless the Licensor, and all governmental and nongovernmental entities, and each of their respective employees, officers, directors, and agents from any claims, actions, suits, injuries, damages, costs, expenses, and/or other liabilities arising out of or connected with: 1) Licensee's use of the Certification Mark, 2) licensee's breach of this Agreement; and/or 3) the promotion, sale, use, or consumption of Licensee's product.

In any litigation between the parties related to this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and expenses and actual costs of suit.

Should the Licensor determine that Licensee has failed to comply with any of the obligations or conditions set forth in this Agreement or used the Certification Mark in any manner considered detrimental at the sole discretion of the Licensor, the Agreement and all rights to use the Certification Mark may be terminated by the Licensor effective thirty (30) days upon service of notice by regular and certified mail.

The Licensee shall not assign any of the rights or obligations under this Agreement nor sublicense the use (in whole or in part) of the Certification Mark without the express written consent of the Licensor.

No amendments to or changes or modifications of this agreement may be made except in writing signed by both of the parties.

The Licensor shall not be liable to the Licensee for loss or damage arising from or in connection with any representations, agreements, statements or undertakings made prior to the date of this Agreement other than those expressly incorporated or referred to in this Agreement.

Any notices, reports, or communications sent pursuant to this Agreement shall be in writing and served personally or by certified mail, postage and charges prepaid, addressed as follows:

SAN DIEGO COUNTY FARM BUREAU
San Diego Grown 365 Marketing Agreement
1670 East Valley Parkway
Escondido, CA 92027
Tel: (760) 745-3023
Fax: (760) 489-6348

Licensor: _____
Print or type company name

Name: _____
Print or type contact name

Title: _____
Print or type title

Mailing Address: _____
Mailing address, city, state, zip

Physical Address: _____
Street address, city

Phone: _____

Fax: _____

Email: _____

Benefits that you can expect, at no charge, as a licensee of *San Diego Grown 365 (365)*:

- Authorization to use the 365 certification mark;
- A listing on the San Diego County Farm Bureau website as a 365 licensee;
- Access to digital point of decision (POD) and promotional graphics;
- Recognition of your business's commitment to the local food movement via ongoing promotional efforts of the San Diego County Farm Bureau and affiliated organizations;
- Access to the San Diego Grown Exchange at www.sandiegogrown.com, which connects local farmers with retail stores, restaurants/institutions, and distributors interested in sourcing locally grown products;
- Potential increased sales.

As a licensee of 365, you are expected to contribute to the success of the campaign in the following ways:

- Source and sell locally grown or produced products in your store;
- When possible, participate in the Harvest of the Month (HOTM) program by utilizing and promoting the featured monthly local fruit and/or vegetable:
<http://www.harvestofthemonth.cdph.ca.gov/>;
- Promote the brand and message of the 365 certification mark to highlight local products in store with print signage (posters, flyers, POD materials, etc.) and, as appropriate, via your website and in promotions, events and social media.
- Use of all branding and messaging is authorized exclusively to promote specific items that qualify as *San Diego Grown 365*, per this agreement. The licensee agrees to identify specific 365 available for sale at POD and on any general signage or messaging used to promote 365. This signage may include, but not be limited to, posters, farmer profiles, display signs, shelf talkers, or strips.

Having read and understood the preceding pages, the Licensee hereby agrees to abide by the terms and conditions of this Licensing Agreement.

Date: _____

Licensee: _____
Print or type company name

By: _____
Print or type name

Title: _____
Print or type title

Signature: _____

Accepted:

SAN DIEGO COUNTY FARM BUREAU

Date: _____

By: _____
Print or type name

Title: _____
Print or type title

Signature: _____

**LICENSING AGREEMENT
EXHIBIT LA-1**

**SAN DIEGO COUNTY FARM BUREAU
SAN DIEGO GROWN 365 LICENSING AGREEMENT**

LOGO



Primary Burgundy: Pantone 200
White