

ASAP's Appalachian Grown™ Program

Tailgate Market Certification and License Agreement



The *Appalachian Grown*™ program of ASAP (Appalachian Sustainable Agriculture Project) certifies food and agricultural products grown or raised on farms in Western North Carolina and the southern Appalachian mountains. *Appalachian Grown* means *Certified Local*. *Appalachian Grown* is a trusted label that helps buyers and shoppers know when they are spending their dollars to the benefit of local family farms and communities. Tailgate markets are valuable community assets that connect consumers with local growers and food producers. They provide farmers a direct market for their product and give customers access to fresh, quality foods. This Certification and License Agreement is for tailgate markets.

Tailgate Market Certification Requirements

To become *Appalachian Grown* certified and market products with the *Appalachian Grown* logo, the market manager or authorized representative must assure the tailgate market meets the following standards.

1. The tailgate market is located in an Appalachian Grown county.
2. The majority of the vendors at the market are farmers and the market is dominated by growers selling products that they have raised on their own farm.
3. If necessary, vendors may “carry” items from other *Appalachian Grown* farms but should identify products as such. “Carrying” products that are available from other producers present at markets should be avoided. A market focused on the re-selling of goods is not eligible for *Appalachian Grown* certification.

Appalachian Grown Counties:

Georgia: Fannin, Franklin, Gilmer, Habersham, Lumpkin, Pickens, Rabun, Stephens, Towns, Union, White; **North Carolina:** Alleghany, Ashe, Avery, Buncombe, Burke, Caldwell, Cherokee, Clay, Graham, Haywood, Henderson, Jackson, Macon, Madison, McDowell, Mitchell, Polk, Rutherford, Swain, Transylvania, Watauga, Wilkes, Yancey; **South Carolina:** Anderson, Cherokee, Greenville, Oconee, Pickens, Spartanburg; **Tennessee:** Blount, Bradley, Carter, Cocke, Greene, Jefferson, Johnson, Knox, Monroe, Polk, Sevier, Sullivan, Unicoi, Washington; **Virginia:** Carroll, Grayson, Scott, Smyth, Washington, Wythe

Logo Usage Standards

The following standards define the limitations and restrict the usage of the *Appalachian Grown* logo. These standards are for all uses—all may not apply to your business.

- **Produce products:** To be marketed as *Appalachian Grown*, fruit and vegetable products must be grown on a certified *Appalachian Grown* farm.
- **Meat products:** To be marketed as *Appalachian Grown*, the animal must have spent 75% of its life after weaning on a certified *Appalachian Grown* farm.
- **Nursery plants and trees:** To be marketed as *Appalachian Grown*, plants and trees (at the point of sale) must have spent at least 75% of life beyond propagation or at least 1 year on a certified *Appalachian Grown* farm.
- **Processed farm products:** Food processing is any deliberate change in a food that occurs before it's available for us to eat. It can be as simple as chopping or drying to adding value by processing into jams and sauces. To market processed farm products as *Appalachian Grown* you must comply with **all** of the following restrictions:
 1. Total product by weight—excluding water, flour, sugar, oil, salt—must be 75% local ingredients from certified *Appalachian Grown* farms.
 2. Total product by weight—including all ingredients—must be 40% local ingredients from certified *Appalachian 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 *Appalachian Grown* tomatoes and tomatoes from a non-local source.
- **Freshly prepared foods:** Foods that are freshly prepared are those foods identified on a menu or otherwise displayed or served ready to eat. The *Appalachian Grown* logo should be used to showcase dishes that feature ingredients from *Appalachian Grown* farms and not dishes with token amounts of locally grown ingredients. To market freshly prepared foods as *Appalachian Grown* you must comply with the following restrictions:
 1. 40% or more of the content of menu or deli item by volume must be from an *Appalachian Grown* certified farm.
 2. Any ingredients included in the name of the dish must be from an *Appalachian Grown* certified farm.

License Agreement

Tailgate markets who meet the *Certification Requirements* and who agree to comply with the *Terms and Conditions* in this License Agreement are authorized and encouraged to use the *Appalachian 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 ASAP, 306 West Haywood Street Asheville, NC 28801 and the tailgate market listed below (LICENSEE). This Agreement expires annually on December 31. Agreements must be renewed annually. Renew your certification online by updating your farm listing at appalachiangrown.org or contact ASAP to have a certification form sent to you by mail.

The tailgate market entering into this License Agreement, herein referred to as LICENSEE, desires to make use of the *Appalachian Grown* logo and promotional materials. Effective on the subscribed date, the LICENSEE agrees to the following *Terms and Conditions*:

Terms and Conditions

1. **Ownership of Mark.** ASAP is the sole and exclusive owner of the *Appalachian Grown* logo.
2. **Non-exclusive, Non-transferable License.** ASAP grants LICENSEE a non-exclusive, non-transferable, royalty-free right to use the *Appalachian Grown* logo solely in connection with the advertising, marketing, promotion, and sale of *Appalachian Grown* certified products.
3. **Use of *Appalachian Grown* Logo and Related Materials.** LICENSEE shall use the *Appalachian Grown* logo and related food campaign materials only in the form and manner specified by ASAP as outlined below.
 - a) **Conditions of Use.** LICENSEE shall comply with the following terms and conditions:
 1. LICENSEE shall use the *Appalachian Grown* logo and related materials solely in connection with *Appalachian Grown* certified products. Products represented, labeled, or sold as *Appalachian Grown* must be grown or raised within the boundaries of the *Appalachian Grown* region by certified *Appalachian Grown* farms.
 2. LICENSEE shall not use the *Appalachian Grown* logo and other *Appalachian Grown* promotional materials to represent or label products obtained from non-certified farms.
 3. LICENSEE shall not use the *Appalachian Grown* logo and related materials in any manner that encourages consumers to associate the *Appalachian Grown* logo with products that are not *Appalachian Grown* certified.
 4. LICENSEE shall not alter the design of the *Appalachian Grown* logo.
 5. LICENSEE shall not use the *Appalachian Grown* logo in any manner that may disparage or impair the validity of the logo.
 6. LICENSEE use of the *Appalachian Grown* logo shall be in accordance with applicable trademark law.
 7. LICENSEE shall use its best efforts at all times to promote and increase the awareness and acceptance of the *Appalachian Grown* logo in a manner consistent with sound business practices.
 - b) **Quality Maintenance Standards.** LICENSEE shall cooperate with ASAP in assuring proper use of the *Appalachian Grown* logo and related materials in accordance with the Conditions of Logo Use. LICENSEE acknowledges that ASAP has the right to verify and inspect all goods and all other items to which the *Appalachian Grown* logo and related materials are attached to maintain effective quality control and protection of the integrity of the *Appalachian Grown* logo.
4. **Termination**
 - a) This Agreement expires annually on December 31. Term of initial certification 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 *Appalachian Grown* logo and related promotional materials.