



### **License Agreement**

The *Arizona Grown* program was developed by the Arizona Department of Agriculture (**AZDA**) to promote the production and consumption of Arizona food and agricultural products. **AZDA** is herein referred to as the LICENSOR. Organizations and individuals who agree to comply with the terms and conditions set forth herein are authorized to use the *Arizona Grown* series of logos and related materials.

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(Organization or individual's name)

herein referred to as LICENSEE, is desirous of participating in the *Arizona Grown* Program.

Effective on the subscribed date, in consideration of receipt of the program logo and related materials, LICENSEE agrees to the following terms and conditions.

**1. Use of Program Logo and Related Materials**

LICENSOR grants LICENSEE, its agents and employees a non-exclusive, nontransferable, royalty-free right to use the program logo and related materials in accordance with, and in the form and manner prescribed in the Logo Use Guidelines, a copy of which is attached and made a part hereof by reference, as such guidelines may be amended from time to time. LICENSEE must submit a written request to the AZDA and receive written permission to use the logo in a form or manner other than the way prescribed in the Logo Use Guidelines.

**2. Quality Maintenance Standards**

LICENSEE shall cooperate with LICENSOR in assuring proper use of the program logo and related materials, in accordance with the Logo Use Guidelines. Such cooperation shall include the completion of surveys related to logo use and providing LICENSOR with specimens of use of the program logo and related materials upon request. LICENSEE shall comply with all applicable laws and regulations and obtain all appropriate government approvals pertaining to packaging, advertising or promotional materials bearing the program logo. LICENSEE shall use the program logo only in such a manner that promotes Arizona agriculture in a positive, non-partisan manner.

**3. Termination**

- A. LICENSOR may terminate this agreement with thirty (30) days written notice to LICENSEE upon completion of the *Arizona Grown* program. LICENSEE may terminate this agreement upon thirty (30) days written notice to LICENSOR. Upon such termination, LICENSEE shall in a timely manner discontinue all use of the program logo and related materials, and delete the same from its promotional packaging, advertising, selling and other printed materials.
  
- B. LICENSOR may terminate this agreement with thirty (30) days written notice to LICENSEE for breach of any of the provisions of this agreement by LICENSEE. Upon such termination, LICENSEE shall immediately discontinue all use of the program logo and related materials, and delete the same from its promotional, packaging, advertising, selling and other printed materials and destroy all printed materials bearing the program logo and any related materials.

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For LICENSEE (Organization or Individual)

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By (Authorized Signature)

Date

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Name and title of authorized signer (please print)

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Street Address

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City

State

Zip Code

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Telephone

Fax

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E-mail Address

**Type of company** (please mark all that apply)

Grower

Packer / Shipper

Processor

Food Retailer

Wholesaler

Restaurant

Other Retailer

Other (please indicate) \_\_\_\_\_



### **Logo Use Guidelines**

The **ARIZONA GROWN** series of logos was developed by the Arizona Department of Agriculture (AZDA) to identify food and agricultural products from our state. The logos have been trademarked by the State of Arizona and may only be used by those who have filed a participation agreement with the AZDA.

The **ARIZONA GROWN** series of logos may be used only on food or agricultural products that were grown, raised or processed in Arizona. Non-food items must have been grown, raised or processed in Arizona.

The logos may only be used in a manner that positively promotes Arizona's food and agricultural industry and may never be used in a manner that appears to be an endorsement of the State of Arizona.

The **ARIZONA GROWN** series of logos may be used on product packaging, sales literature, advertising, banners, etc. When used, the logos must comply with the guidelines set forth in these Logo Use Guidelines. If a company wishes to use logos in a manner other than described in these guidelines, it must request and receive permission in writing from the AZDA.

Any use of these logos which is deemed a misrepresentation of the intended use by the AZDA may result in the suspension of the participation agreement.

#### **Printing Specifications**

##### **Full-Color Reproduction**

Both logos may be reproduced in a three-color look using the following Pantone Matching System (PMS) colors (coated inks preferred):

Arizona Grown-Black

Star above "I" in "Arizona" – Black

External Rectangular Outline – Orange PMS 021 C

Internal Rectangular Outline – Yellow PMS 116 C

Stars between word "Grown" – Yellow PMS 116 C

##### **Two – Color Reproduction**

The two-color version is identical to the three-color version, except that the stars between the word "Grown" and rectangular outline box are black rather than yellow PMS 116 C.

##### **One – Color Reproduction**

In one – color applications, the logo may be reproduced in black and white or in any one color that matches the company's packaging.

#### **Information**

For more information on this program, please contact Leslie Perea at:

Arizona Department of Agriculture  
Licensing Section  
1688 West Adams Street  
Phoenix, Arizona 85007  
Telephone: 602-542-3579  
Fax: 602-542-0466  
lperea-angulo@azda.gov