



License Agreement

The Arizona Grown Program (the “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 certification mark and related materials, which includes the logo depicted above (collectively, the “Marks”). The words “ARIZONA GROWN” are registered as a trademark with the United States Patent and Trademark Office, with the Registration Number 2880747. The logo is registered as a trademark with the Arizona Secretary of State, under Registration Number 31383.

(Name of organization or individual)

herein referred to as LICENSEE, is desirous of obtaining permission to use the Marks of the Program.

Effective on the subscribed date, in consideration of receipt of the Marks, LICENSEE agrees to the following terms and conditions.

1. **Use of the Marks**

LICENSOR grants LICENSEE, its agents and employees a non-exclusive, nontransferable, revocable, royalty-free right to use the Marks in accordance with, and in the form and manner prescribed in the Guidelines for Use of the Marks (the “Guidelines”), a copy of which is attached and made a part hereof by reference. This license and the Guidelines may be amended from time to time. LICENSOR will provide notice to you of any amendment to this license. Your continued use of the Marks after notice of amendment of this license or the Guidelines is deemed to be evidence that you agree to any previous amendment. LICENSEE must submit a written request to the AZDA and receive written permission to use the Marks in a form or manner other than the way prescribed in the Guidelines.

2. **Quality Maintenance Standards**

LICENSEE acknowledges and agrees that all goodwill developed in connection with the use of the Marks is for the benefit of LICENSOR. LICENSEE understands and agrees that LICENSEE has no right to sub-license the Marks to any other individual or entity. LICENSEE shall cooperate with LICENSOR in assuring proper use of the Marks, in accordance with the Guidelines. Such cooperation shall include the completion of surveys related to use of the Marks and providing LICENSOR with specimens of use of the Marks 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 Marks. LICENSEE shall use the Marks only in such a manner that promotes Arizona agriculture in a positive, nonpartisan manner.

3. **Ownership.**

LICENSEE acknowledges the LICENSOR’s exclusive right, title, and interest in the Marks and will not at any time do or cause to be done any act or thing contesting or in any way impairing or tending to impair any part of such right, title, and interest. In connection with the use of the Marks, the LICENSEE shall not in any manner represent that it has any ownership of the Marks or registration thereof, and the LICENSEE acknowledges that use of the Marks shall not create in the LICENSEE’s favor any right, title, or interest in or to the Marks. LICENSEE hereby agrees that it shall not, at any time during the term of this license or any extension thereof, or at any time subsequent to termination of this license, file with the United States Patent and Trademark Office, the State of Arizona, or any other state or country (including through the Madrid Protocol), an application for registration of the Marks, or any type of trademark, service mark, certification mark, trade name, or the like, which in any way utilizes the Marks or any portion thereof.

Additionally, LICENSEE shall at no time adopt or use, without the LICENSOR's prior written consent, any work or mark that is likely to be similar to or confused with the Marks. Confusion or similarity shall be determined by the LICENSOR in its sole discretion. LICENSEE hereby waives any and all possible rights to ownership or use of the Marks other than as specifically provided in this license. LICENSEE shall not use the Marks, or any confusingly similar variations thereof, as a company name or part of a company name, as part of a different logo, or as a domain name, including, without limitation, as a sub-domain name.

4. Breach

The use by LICENSEE of the Marks for the sale or promotion of products that do not meet the standards for use shall constitute a material breach of the license. Determination of whether use of the Marks conforms to the standards for use is entirely within the discretion of LICENSOR. The failure or refusal of LICENSEE to permit LICENSOR or its respective agents or representatives, at all reasonable times, to inspect, sample or test LICENSEE's use of the Marks shall also constitute a material breach of the Agreement.

a. Waiver of Breach. The waiver by LICENSOR of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition, or any subsequent breach of the same or any other term, covenant, or condition of this license. The subsequent granting of a license hereunder by LICENSOR shall not be deemed to be a waiver of any prior occurring breach by LICENSEE of any term, covenant, or condition of this license.

5. Termination

a. LICENSEE may terminate this license upon thirty (30) days written notice to LICENSOR. Upon such termination, LICENSEE shall in a timely manner discontinue all use of the Marks, and delete the same from its promotional packaging, advertising, selling, and other printed materials.

b. LICENSOR may terminate this license without cause with thirty (30) days written notice to LICENSEE. For LICENSOR's termination without cause, LICENSEE may continue to utilize the remaining items which it has purchased with the Marks thereon, in which case this license will not terminate until the date of LICENSEE's last use of the Marks or within 60 days of receipt of notice of termination, whichever is earlier. LICENSEE shall have no right to continue using the remaining items/materials past the end of this period. If LICENSEE elects not to use remaining items which have the Marks printed thereon, then this license shall terminate thirty (30) days from the date of LICENSEE's receipt of LICENSOR's notice of termination, and LICENSEE shall have no right to continue using the remaining items/materials past the end of the 30-day period.

c. If termination by LICENSOR is with cause, LICENSOR may provide LICENSEE an opportunity to cure any breach within fourteen (14) calendar days or may require that LICENSEE discontinue use of the Marks immediately, in LICENSOR's sole discretion.

6. General Terms

a. LICENSEE agrees that notice under this license may be accomplished by electronic delivery. LICENSEE has the right to withdraw from electronic notice delivery by providing written notice to LICENSOR of that decision.

b. LICENSOR reserves the right to refuse to issue a license to any individual, company, or other entity.

c. It is understood by the LICENSEE that if it obtains a license hereunder and subsequently has the license terminated for cause, LICENSOR shall have the right to publish the fact that the LICENSEE lost its right to use the Marks and the reasons for the loss.

d. This license and the Guidelines incorporated herein contain the entire license between the parties.

e. The individual executing this license on behalf of LICENSEE hereby covenants that he or she is authorized to enter into this license on behalf of the LICENSEE and that the LICENSEE has the full right, power, and authority to enter into this license.

f. LICENSOR may commence civil actions and utilize all remedies provided in law or equity for the enforcement of the terms of the license, and for the obtaining of injunctive relief or specific performance, with respect to the covenants, terms and conditions of this license, subject to A.R.S. § 12-1518.

- g. This license, as amended from time to time, supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to their rights and obligations for the licensing of the Marks and contains all of the covenants and agreements between the parties with regards thereto. Each party to this license acknowledges that no representations, inducements, promises, or agreements, orally or in writing have been made by any party or anyone acting on behalf of any party which are not embodied in this license and no other agreement, statement or promises shall be valid or binding.
- h. If any provision of this license is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.
- i. Notwithstanding anything to the contrary herein, the following terms shall govern this license:
 - (1) In accordance with A.R.S. § 35-154, any payment obligation of the State of Arizona under the license is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this license or the Program, this license or the Program may be terminated by the State of Arizona at the end of the period for which funds are available. No liability shall accrue to the State of Arizona, or any agency thereof, in the event this provision is exercised, and the State of Arizona shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
 - (2) In accordance with ARS § 12-1518, the parties to agree to resolve all disputes arising out of or relating to this license through arbitration, after exhausting applicable administrative review except as may be required by other applicable statutes.
 - (3) This license shall be construed in accordance with the laws of Arizona and any proceedings to enforce or interpret the terms hereof may be brought only in Maricopa County, Arizona.

7. Execution.

By entering the information below, I accept the above -stated terms and conditions of this license and the Guidelines:

For LICENSEE (Organization or Individual)

By (Authorized Signature)

Date

Name and title of authorized signer (please print)

Street Address

City

State

Zip Code

Telephone

FAX

Email Address

Please list all products upon which you will be using the Marks, and provide information demonstrating that those products are agricultural products that have been grown, raised, processed, or manufactured in Arizona. AZDA will not accept your participation in the Program without this statement.

Guidelines for Use of the Marks

The Marks were developed by the AZDA to identify food and agricultural products that were grown, raised, processed, or manufactured in Arizona. The logos have been trademarked by the State of Arizona and may only be used by those who have entered into the attached license agreement with the AZDA.

1. 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 for a product from AZDA or the State of Arizona. LICENSOR may terminate the license to use the Marks if, in the LICENSOR's sole discretion, the Marks are used on non-qualifying products, or used in a way to tarnish the Marks or bring them into disrepute.
2. The Marks may be used on product packaging, sales literature, advertising, banners, etc., but must comply with the guidelines set forth herein.
3. If a company wishes to use the 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 license to use the Marks.
4. The logo Mark must be displayed in one of the following formats, and reproductions must be made from artwork provided by AZDA. No variation or alteration of relative size, components, text, font, color, or design will be allowed. AZDA will assist you in using the logo Mark according to these formats. Reproduction from this page is prohibited.
 - a. Full Color/3: Color # 1 – Pantone Orange 021; Color # 2 – Pantone Yellow 116; Color # 3 – black



- b. Full Color/3: Color # 1 – Pantone Orange 021; Color # 2 – Pantone Yellow 116; Color # 3 – black



- c. 2 Color: Color # 1 – Pantone Orange 021; Color # 2 – black



- d. 1 Color: grayscale



- e. 1 Color: black



5. The logo must always appear with the ® and TM symbols, as shown above. If used alone or outside of the logo, any variation of the words "Arizona Grown" must appear with the ® symbol, superscripted to the right of the "n" in "grown," as follows: Arizona Grown®.
6. 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
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