

Terms and Conditions for Logo License and Website Profile

The following logo license and website listing terms and conditions (“Terms and Conditions”) apply to the undersigned (“Participant”).

1. Central Coast Ag Network, a California nonprofit corporation, (the “Corporation”) grants to Participant a nonexclusive, nontransferable license (the “License”) to use the Corporation’s logos (individually, the “Logo,” and collectively, the “Logos”) and to create and maintain a profile on the Corporation’s website (the License and the Logos collectively, “Central Coast Grown Package” or “CCG Package”) on the following terms and conditions.

2. The CCG Package may only be used by Participant to market and promote the following (collectively, the “Products”):

a. Agricultural products grown in, or within thirty-five (35) miles of, San Luis Obispo County;

b. A retail enterprise if agricultural products grown in, or within one thirty-five (35) miles of, San Luis Obispo County, are sold and such products are identified at the point of sale with the Logo and the CCG county of origin is indicated; or

c. Value-added agricultural products if a defining ingredient or sixty percent (60%) of all ingredients are grown in, or within thirty-five (35) miles of, San Luis Obispo County, where a “defining ingredient” is the ingredient that makes the product what it is, such as blackberries in blackberry jam or lavender in lavender oil.

3. All of the Products shall comply with either or both of the following, as applicable:

a. Current Good Manufacturing Practices in Manufacturing, Packaging, or Holding Human Food as provided in Part 110 of Title 21 of the United States Code of Federal Regulations; and/or

b. United States Department of Agriculture Good Agricultural Practices and Good Handling Practices.

4. In connection with its use of the CCG Package, Participant shall:

a. Not harm, misuse, or bring into disrepute the Corporation, its reputation, or that of the other Member Organizations or supporters of the Corporation;

b. Comply with all laws and regulations relating or pertaining to the manufacture, sale, advertising, or use of the Products, as applicable;

c. Maintain high quality and standards commensurate with the Corporation’s mission; and

d. Keep the Corporation informed of any changes in the information on Participant’s profile and respond in a timely manner to the Corporation’s requests for updated information.

5. The Corporation shall provide Participant a CD ROM with different electronic versions of the Logo. Participant may not modify or alter the Logos in any manner, except as specifically authorized in the instructions provided with the CD ROM, such as incorporating the Logo into Participant’s own logo artwork. Participant may use the CD ROM to create labels for produce boxes. Participant may also use the CD ROM to create point of sale displays and to create other promotional materials, such as hats and t-shirts,

with the Logo. Participant may not sell any such promotional materials unless the Corporation provides Participant with written consent to such sales.

6. All rights, title and interest in and to the CCG Package shall belong solely to the Corporation. All use of the Logos by Participant shall inure to the benefit of the Corporation. The Corporation retains all rights not expressly conveyed to Participant hereunder, and the Corporation may use and/or grant licenses to others to use the CCG Package in connection with the Products. The Corporation retains the right to revoke the license provided herein if Participant does not comply with the Terms and Conditions.

7. The Board of Directors of the Corporation may, in its sole discretion, terminate the license provided herein for misuse.

8. Participant hereby grants the Corporation a nonexclusive license to use all information and files uploaded by Participant to the www.centralcoastgrown.org website, including, but not limited to, business names, pictures and membership information, to promote the Corporation and the Corporation's involvement in promoting purchasing locally.

9. Participant shall indemnify, defend, and hold harmless, the Corporation, and its officers, directors, employees and agents, from and against any and all losses, damages, claims, liabilities, or expenses, including, without limitation, attorneys' fees and costs, directly or indirectly arising from the use of the CCG Package by Participant.

10. These Terms and Conditions shall be governed by the laws of the State of California and any and all disputes, claims or controversies arising out of or relating to this agreement shall be submitted to mediation, and if the matter is not resolved through mediation, then it shall be submitted to final and binding arbitration. Either party may commence mediation by providing to the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate in selecting a mediator from a panel of neutrals, and in scheduling the mediation proceedings. The parties covenant that they shall participate in the mediation in good faith, and that they shall share equally in its costs. Either party may initiate litigation with respect to the matters submitted to mediation at any time following the initial mediation session or 45 days after the date of filing the written request for mediation, whichever occurs first, by filing a complaint in a court of competent jurisdiction in San Luis Obispo County. The prevailing party in any litigation shall be entitled to reimbursement of reasonable attorneys' fees and costs.

By signing below, the parties agree to the License terms and conditions set forth above.

CENTRAL COAST AGNETWORK,
a California nonprofit corporation:

PARTICIPANT:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Date: _____

Date: _____

This document must be signed and submitted via fax to the Central Coast Ag Network prior to creation of a profile on the website or use of the Logo will be permitted.
Fax: (805) 543-3697 Attention: Steven Knudsen