Dear West Virginia Grown Member,

Welcome to West Virginia’s premier, local food branding program. Developed in 1986, the program was designed to market West Virginia grown and made products to consumers. By placing the West Virginia Grown logo on a product, you are assuring buyers that product was grown or processed, with quality ingredients, in the Mountain State.

As local food continues to grow in popularity and consumers turn to healthier, fresher options, branding your products as local will be vital to increasing potential market opportunities. We believe this program is an important component to helping grow and diversify our economy, as well as expand our local food systems throughout West Virginia. Our mission is to convey to the consumer that when they buy a West Virginia Grown product they are putting dollars right back into the communities we all live in.

The branding around this program is simple; West Virginians pride themselves on their heritage and culture. We always rally around one another and never shy away from supporting our great state. That same pride we have tried to emulate through our West Virginia Grown program.

If you have any questions, concerns or need help growing your business, please do not hesitate to reach out to our Agriculture Business Development Division. My staff and I are here to help you grow your business as we all work towards a better West Virginia. Agriculture has rich roots in the Mountain state, and we believe it will play a vital role to our future.

Semper Fi,

[Signature]

Kent A. Leonhardt
West Virginia Commissioner of Agriculture
“WEST VIRGINIA GROWN”® Program Requirements

- Products must be totally produced, grown or manufactured in West Virginia or must have a 50% or greater value-added in West Virginia. Please see “Criteria for Food Products” for additional requirements that may apply.
- Membership is made by application to and acceptance from the West Virginia Department of Agriculture (WVDA).
- Membership means producers are interested and willing to make their company/product information publicly available.
- Annual Renewal is required.

“WEST VIRGINIA GROWN”® Program Benefits

- Recipient of a “Certificate of Membership”
- Access to the “WEST VIRGINIA GROWN”® logo
- Marketing materials available for purchase, at cost, from the WVDA (see promotional materials request form)
- Inclusion in a producer database
- Promotional coverage through the WVDA’s Market Bulletin and social media platforms
- Inclusion in the annually printed “WEST VIRGINIA GROWN”® member directory
- No cost to join
Criteria for “WEST VIRGINIA GROWN”® Food Products

Food products that are accepted by the West Virginia Department of Agriculture (WVDA) must meet the following requirements.

1. Must be made, processed or produced in West Virginia OR have a value-added of 50% or greater.

2. Must be properly labeled and meet “Consumer Packaged Labeling Requirements” provided by the WVDA, WV Division of Labor (Weights and Measures Section) and the United States Food and Drug Administration (FDA).

3. Product labels must have a Certificate of Label Report and be approved by the WVDA and properly applied to containers/packaging. All labels for products must be attractive and consistent, and of the proper size for the approved packaging.

4. Packaging for products must be of the highest quality and appropriate for the product. Tamper-evident sealing is recommended to ensure that products will remain of the highest quality. “Contain Coding” or “Evident Coding” must be shown on the package.

5. Certain food products must be manufactured or processed in an approved kitchen facility. The West Virginia Bureau of Public Health, Office of Environmental Services in conjunction with the United States Food and Drug Administration, grants approval for these facilities. In addition, the manufacturing of the product itself may have to go through a process approval. Copies of this approval process will become part of each company’s file at the West Virginia Department of Agriculture’s Business Development Division.

6. Meat and meat products must be processed and packaged in a facility that is approved and inspected by the United States Department of Agriculture (USDA) or the Meat and Poultry Inspection Division of the WVDA. The labels must be approved by the USDA or the Meat and Poultry Inspection Division of the WVDA. Products must have a valid Meat Distribution Permit.

7. Dairy products, eggs, animal feeds, fertilizer, agricultural limes and seeds must meet additional regulation and labeling requirements. The WVDA Regulatory and Environmental Affairs Division handles the registration and product label reviews for these specific products.
“WEST VIRGINIA GROWN”® Membership Application

West Virginia Grown® is the official marketing and branding program for agricultural products grown or produced in West Virginia. In addition to being a marketing and economic development tool, the program’s goals are for consumers to easily identify and purchase West Virginia products, thereby supporting and promoting our local farmers, producers, manufacturers and agribusinesses. The program also partners with affiliates (restaurants, retail locations, organizations, etc.) to promote and encourage use of West Virginia Grown® products.

*REGISTRANT INFORMATION:

Business/Farm Name: ____________________________________________________________

Contact Person: ________________________________________________________________

Business Address: ______________________________________________________________

City: __________________ State: _______ Zip: __________

Mailing Address ________________________________________________________________

City: __________________ State: _______ Zip: __________

if different from above

Phone/Cell: __________________ Email: __________________ Website: __________________

Facebook: __________________ Instagram: __________________ Website: __________________

*Membership inclusion means the producer’s company and product info will be made public

Please provide a brief description of your business and/or products. Please include any information about your company that may be used for promotional purposes on the WVDA website, printed materials and social media platforms.

_______________________________________________________________________________________________

_______________________________________________________________________________________________

VETERAN STATUS:

Are you a Veteran? ☐ Yes ☐ No

If so, are you a participant or interested in the National Homegrown by Heroes™ branding program? ☐ Yes ☐ No

If not a participant, would you like more information on the Homegrown By Heroes™ Program? ☐ Yes ☐ No

PRODUCT CATEGORY:

☐ Adult Beverages ☐ Condiments ☐ Orchards & Fruit

☐ Agritourism ☐ Dairy Products/Distributor ☐ Pasta, Rice & Legumes

☐ Aquaculture ☐ Dining ☐ Pet Products

☐ Baked Goods ☐ Farmers’ Markets ☐ Produce

☐ Bath & Body ☐ Fiber ☐ Retail Market

☐ Beverages (non-alcohol) ☐ Flours, Meals & Mixes ☐ Snack Foods

☐ CSA ☐ Herbs & Spices ☐ Soups

☐ Candles ☐ Honey & Honey Products ☐ Syrups

☐ Candy, Confections & Ice Cream ☐ Hydroponics ☐ Miscellaneous

☐ Christmas trees ☐ Jams, Jellies & Butters ☐ Veteran Affiliated

☐ Commercial Kitchen ☐ Meat Production ☐ Other __________________________

☐ Community Garden ☐ Meats & Poultry

Please complete, if applicable:

1. Is your operation GAP certified? ☐ Yes ☐ No.

2. Is your operation certified organic? ☐ Yes ☐ No.

3. Methods of Sale? ☐ On-farm sales ☐ Pick-your-Own ☐ Wholesale ☐ Retail ☐ Farmers’ Markets
"WEST VIRGINIA GROWN"® Trademark Licensing Agreement

This Trademark Licensing Agreement ("Agreement") is made and effective as of this ____ day of ______________, 20___, by and between the West Virginia Department of Agriculture ("WVDA") and Licensee's Name: _______________________________________________________________

Address: ___________________________________________________________________
___________________________________________________________________________

("Licensee").


Purpose: WVDA's mission is to promote the marketing and purchase of agricultural commodities grown, produced, processed, packaged, or manufactured in West Virginia. WVDA is the exclusive owner of the trademarked “West Virginia Grown” Name and Logo (the “Name and Logo”). WVDA wishes to license the Name and Logo for the limited purpose of promoting West Virginia agricultural products. This Agreement establishes the terms and conditions of Licensee’s use of the Name and Logo.

In exchange for the mutual promises herein and other good and valuable consideration the Parties agree to the following terms and conditions:

1. License. WVDA hereby grants to Licensee a limited, worldwide, non-exclusive, non-transferable, license to use the Name and Logo attached hereto on Exhibit A on, or in connection with, Licensee’s product offerings in accordance with this Agreement. As used in this Agreement, the term “Name and Logo” shall include the logo affixed on Exhibit A and the term “West Virginia Grown,” or either one of the foregoing.

2. Form of Use. Unless authorized in writing by WVDA, Licensee shall use the Name and Logo only in the form and manner as the same appears in Exhibit A of this Agreement. Licensee shall not modify the shape, color, appearance, text, font, spacing or other aspect of the Name and Logo, nor shall Licensee add images, slogans, text or other elements to, on or around the Name and Logo; provided that Licensee may use the Name and Logo in a size or sizes of its own choosing.

3. Use Review. Upon request by WVDA, Licensee shall submit or make available to WVDA samples of the Licensee’s products, artwork, advertising copy, product packages, and depiction of all proposed uses of the Name and Logo.

4. Scope of Use. Licensee shall use the Name and Logo only on products, or the packaging of products, which are produced in West Virginia or have at least fifty percent (50%) value added as a result of processing the product in West Virginia. The Commissioner of Agriculture has the sole and final authority to determine the percentage of value added processing, after reasonable, documented inquiry.

5. Royalty. Licensee shall not be required to pay a royalty, or any other fee associated with this license agreement.

6. Reservation of Rights. The parties to this Agreement recognize and agree that nothing in this Agreement may be construed or argued to have any effect on the WVDA’s ownership of the Name and Logo. WVDA expressly reserves the sole and exclusive ownership of the Name and Logo. The Parties agree that, except for the license granted under this Agreement, Licensee shall not have any right, title or interest in or to the Name and Logo. Licensee agrees that it will take no action inconsistent with such ownership and that its use of the Name and Logo shall inure to the benefit of WVDA. WVDA shall retain the exclusive right to apply for and obtain registrations of the Name and Logo and any variations thereof throughout the world. Licensee agrees not to use the Name and Logo, or any confusingly similar mark or name, in its corporate or trade name. Licensee therefore agrees that, except for the rights granted herein, it has no interest in or ownership of the Name and Logo, and further agrees not to register or attempt to register or apply for any trademark, in any jurisdiction, that incorporates the Name and Logo or any confusingly similar mark or name.

7. Website and Directory. Licensee understands that WVDA intends to publish the information Licensee provides to WVDA on the West Virginia Grown Membership Application in both print and digital directories and on WVDA-approved websites and social media to further the purposes of the West Virginia Grown program. Licensee expressly agrees to such publication.

8. West Virginia Freedom of Information Act. Licensee understands WVDA is a public body that must comply with the West Virginia Freedom of Information Act. All information Licensee provides to WVDA is subject to public release and publication in all forms of media, for all lawful purposes.

9. Goodwill. Licensee shall not take any action that would tend to destroy or diminish the goodwill in the Name and Logo. Licensee further agrees that its use of the Name and Logo shall not impugn the WVDA, or any of its divisions, or be unreasonably offensive to the general public. Licensee shall not engage, participate or otherwise become involved in any activity that diminishes or tarnishes the image or reputation of the Name and Logo.
10. **No WVDA Endorsement.** Licensee expressly acknowledges that use of the Name and Logo does not indicate or suggest that WVDA endorses or sponsors any of Licensee's products.

11. **Compliance with Laws.** Licensee's use of the Name and Logo shall comply with all applicable federal, state and local laws, rules and regulations.

12. **Termination.** Unless otherwise terminated by the parties, this Agreement shall remain in full force and effect until further revoked or amended. Either party may terminate this Agreement, with or without cause, by providing fifteen (15) days' written notice to the other party.

13. **Post-Termination Rights and Obligations.** Should WVDA cease to use the Name and Logo, WVDA shall provide Licensee with written notice to discontinue all use of the Name and Logo. If WVDA or Licensee provides written notice of its intent to withdraw from this Agreement, Licensee shall cease affixing the Name and Logo to promotional items and shall withdraw the Name and Logo from publication, wherever possible.

14. **Infringement Proceedings.** WVDA shall have the sole authority and right to prosecute any infringement and any unauthorized use of the Name and Logo, at its sole option. If Licensee learns of any unauthorized use of the Name and Logo, Licensee shall notify WVDA promptly, and, if requested to do so, shall cooperate with and assist, at WVDA's expense, in any infringement action that WVDA may bring.

15. **Indemnification.** Licensee shall indemnify, defend and hold harmless the State of West Virginia and WVDA from and against all claims, liabilities or judgments arising out of or in any way connected with Licensee's activities under this Agreement or Licensee's use of the Name and Logo.

16. **No Warranty.** WVDA makes no representations or warranties with respect to the Name and Logo.

17. **Applicable Law.** West Virginia law controls this Agreement. All disputes arising out of this Agreement shall be brought in Kanawha County, West Virginia.

18. **Notices.** Any notices required or permitted to be sent by one party to the other under this Agreement shall be sent by certified mail to the addresses specified below, or to such other address as a party shall have furnished in writing to the other party.

a. **To WVDA:**
   West Virginia Department of Agriculture
   Attn: Business Development Division
   1900 Kanawha Blvd., East
   Charleston, WV 25305-0170

b. **To Licensee:** To the address shown underneath Licensee's name on page one (1) of this Agreement.

19. **Assignment.** Licensee shall not assign or sublicense this Agreement or its rights hereunder without the written consent of WVDA.

20. **Modification and Waiver.** This agreement may not be amended or modified, except by written agreement, signed by both parties. It is agreed that no waiver by either Party hereto of any breach of any of the provisions herein set forth shall be deemed a waiver of any subsequent breach of or default under the same or any other provision of this Agreement.

21. **Severability.** In the event any term or condition of this Agreement is found to be unenforceable by a court of competent jurisdiction, the remaining terms and conditions shall remain in full force and effect.

22. **Integration.** This Agreement contains the entire agreement between WVDA and the Licensee, and supersedes all prior agreements, whether oral or written, between the Parties.

The Parties acknowledge their willingness to be bound by the terms of this Agreement with their signatures below:

For West Virginia Department of Agriculture:

________________________________________________________________

Its: ____________________________, this ________ day of ________________, 2018.

For the Licensee:

________________________________________________________________

Its: ____________________________, this ________ day of ________________, 2018.

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**Exhibit A**

The “WV Grown” Name and Logo
“WEST VIRGINIA GROWN”®
Promotional Materials Request Form

(prices include shipping and handling)

<table>
<thead>
<tr>
<th>NUMBER</th>
<th>PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>ROUND PRODUCT STICKER (.75-INCH)</td>
<td></td>
</tr>
<tr>
<td>$20/1,000 ROLL ......................................................</td>
<td>$ _____</td>
</tr>
<tr>
<td>ROUND PRODUCT STICKER (1.25-INCH)</td>
<td></td>
</tr>
<tr>
<td>$22/1,000 ROLL ......................................................</td>
<td>$ _____</td>
</tr>
<tr>
<td>COUNTERTOP SIGNS (11x17 INCHES) – $8.65 .........................</td>
<td>_____</td>
</tr>
<tr>
<td>BANNER (2x6 FOOT) – $28.00 ........................................</td>
<td>_____</td>
</tr>
</tbody>
</table>

**ELECTRONIC EPS FILE** (check box below):

A file will be emailed to the contact person on the membership application once the application is received and accepted in the WVDA Business Development Division

| T-SHIRTS – $15 ................................................................ | \_\_\_ | $ \_\_\_\_\_ |
| (unisex, see available colors on next page, S-2XL) |

**PAYMENT INFORMATION**

Payment must accompany order and WV Grown Membership Application/Licensing Agreement must be on file before order will be processed.

Return order form with payment (by check/cash/money order) to:

West Virginia Department of Agriculture, Business Development Division, 1900 Kanawha Boulevard East, Charleston, West Virginia 25305-0178.
West Virginia Grown t-shirt color options:
“WEST VIRGINIA GROWN”® Application Checklist

☐ Membership Application
☐ Trademark Licensing Agreement
☐ Promotional Materials Order Form
  (if applicable)

Please return to:

West Virginia Department of Agriculture
Business Development Division
1900 Kanawha Boulevard, E.
Charleston, WV 25305

OR email to:

wvgrown@wvda.us