Sarasota Grown License Agreement

The Sarasota Grown program of UF/IFAS Sarasota County Extension supports self-certification of food and agricultural products grown or raised on farms in Sarasota County. This License Agreement is for unprocessed products as well as use by processors of Sarasota Grown farm products or handlers of Sarasota Grown products (vendors, distributors, and restaurants). Participants must be members of the “Fresh From Florida” Florida Agricultural Promotional Campaign (FAPC). For more information about FAPC membership, please visit www.freshfromflorida.com.

Producer Standards

To become a Sarasota Grown producer and to market products with the Sarasota Grown logo, the producer must confirm the following standards:

1. The individual making the application is the farm or business operator.
2. The farm is located in Sarasota County, Florida. Products marketed as Sarasota Grown will be grown or raised on the participating farm or on another participating Sarasota Grown farm.
3. Nursery plants and trees marketed as Sarasota Grown have spent at least 75% of life beyond propagation or at least one year on the farm.
4. For meat marketed as Sarasota Grown, the animal spent 75% of its life after weaning on the participating farm or another participating Sarasota Grown farm.

License Agreement

Farm operators who meet the above mentioned standards and who agree to comply with the terms and conditions in the License Agreement are authorized to use the Sarasota 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 the UF/IFAS Sarasota County Extension Service, 6700 Clark Road, Sarasota, Florida 34241 and the individual, organization, farm, or business listed below (LICENSEE). This Agreement expires annually on July 1. Agreements must be renewed annually.

Name of individual, business, farm, or organization ____________________________
FAPC Membership # ____________________________

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Effective on the subscribed date, the LICENSEE desires to make use of the Sarasota Grown logo and promotional materials. Effective on the subscribed date, the LICENSEE agrees to the following terms and conditions:

Agreements

1. **Ownership of Mark.** UF/IFAS Sarasota County Extension is the sole and exclusive owner of the Sarasota Grown logo.

2. **Nonexclusive, Nontransferable License.** UF/IFAS Sarasota County Extension grants LICENSEE a non-exclusive, nontransferable, royalty-free right to use the Sarasota Grown logo solely in connection with the advertising, marketing, promotion, and sale of Sarasota Grown products.

3. **Use of Sarasota Grown Logo and Related Materials.** LICENSEE shall use the Sarasota Grown logo and related campaign materials only in the form and manner specified by the Extension Service as outlined below.

   a. **Conditions of Use.** LICENSEE shall comply with the following terms and conditions:

      i. LICENSEE shall use the Sarasota Grown logo and related materials solely in connection with Sarasota Grown products. Products represented, labeled, or sold as Sarasota Grown must be grown or raised within the boundaries of Sarasota County.

      ii. LICENSEE shall not use the Sarasota Grown logo and other Sarasota Grown promotional materials to represent or label products obtained from non-participating farms.

      iii. LICENSEE shall not use the Sarasota Grown logo and related materials in any manner that encourages consumers to associate the Sarasota Grown logo with products that are not Sarasota Grown.

      iv. LICENSEE shall not use the Sarasota Grown logo in any manner that may disparage or impair the validity of the logo.

      v. LICENSEE use of the Sarasota Grown logo shall be used solely for consumer education and in no way qualifies licensee for agricultural classifications, exemptions, or incentives (i.e. greenbelt appraisal).

      vi. LICENSEE may use the Sarasota Grown logo and related materials on sales literature, advertising, banners, signage, websites, etc. associated with their farm operation to indicate that they participate in the Sarasota Grown program and produce Sarasota Grown products. However, every effort should be made to distinguish between products that are Sarasota Grown, and those that are not grown or raised within the boundaries of Sarasota County.

      vii. LICENSEE may use the logo in conjunction with their own farm or business logo or Fresh from Florida logo. No other trademark logo may

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be used in conjunction with the Sarasota Grown logo without prior permission.

viii. LICENSEE use of the Sarasota Grown logo shall be in accordance with applicable trademark law.

ix. LICENSEE shall use its best efforts at all times to promote and increase the awareness and acceptance of the Sarasota Grown logo in a manner consistent with sound business practices.

b. Standards for Processed Farm Products. To market processed farm products with the Sarasota Grown logo, the LICENSEE must adhere to all of the following standards:
   i. Total product by weight—excluding sugar, water, salt, oil, and wheat—must be 75% local ingredients from participating Sarasota Grown farms.
   ii. Total product by weight—including all ingredients—must be 40% local ingredients from Sarasota Grown farms.
   iii. 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 Sarasota Grown tomatoes and tomatoes from a non-local source.

c. Standards for freshly prepared foods. Foods that are freshly prepared are those foods identified on a menu or otherwise displayed or served ready to eat. To use the Sarasota Grown logo on freshly prepared foods, the LICENSEE must comply with the following standards:
   i. Any ingredients included in the name of the dish must be from a Sarasota Grown farm.
   ii. 50% or more of the content of the deli or menu item by volume must be from a Sarasota Grown farm.
   iii. Items that cannot be made with 50% or more locally grown ingredients can be displayed with the logo if the product contains a significant portion of Sarasota Grown ingredients. This means that the logo should be used to showcase dishes that feature ingredients from Sarasota Grown farms and not dishes that feature token amounts of locally grown ingredients.

d. Quality Maintenance Standards. LICENSEE shall cooperate with the UF/IFAS Sarasota County Extension Service in assuring proper use of the Sarasota Grown logo and related materials in accordance with the Conditions of Logo Use. LICENSEE acknowledges that an Extension Agent has the right to verify and inspect all goods and all other items to which the Sarasota Grown logo and related materials are attached to maintain effective quality control and protection of the integrity of the Sarasota Grown logo.
4. Termination

a. This Agreement expires annually on July 1. The term of this agreement from execution to expiration 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 Sarasota Grown logo and related food campaign materials.

Authorized Signature _____________________________ Date _____________________________

Name of person signing (please print) _____________________________ Title of person signing (please print) _____________________________

Street address _____________________________ E-mail address _____________________________

City, State, Zip _____________________________ Website (optional) _____________________________

Phone _____________________________ Fax (optional) _____________________________

Type of Organization:
Producer Vendor Distributor Restaurant Other: _____________________________

Please specify _____________________________

For producers:

Year started farming _____________________________ Total Acres/Acres Farmed _____________________________