



LICENSE AGREEMENT

The Kootenay Local Agricultural Society has developed the Kootenay Mountain Grown logo to certify food and agricultural products grown or raised by locally operated farms in Kootenay region. Individuals and organizations who agree to comply with the terms and conditions are authorized to use the Kootenay Mountain Grown logo and related materials.

This License Agreement is entered into by and between KOOTENAY LOCAL AGRICULTURAL SOCIETY, 1911 Irving Road, Tarrys, Castlegar, British Columbia, V1N 4N6 and the business listed below (LICENSEE) and is effective as of the date signed by LICENSEE until January 1st of the following year, subject to confirmed receipt by KOOTENAY LOCAL AGRICULTURAL SOCIETY.

_____ (Name of Business)

herein referred to as LICENSEE desires to make use of the Kootenay Mountain Grown logo and promotional materials. Effective on the subscribed date, the LICENSEE agrees to the following terms and conditions:

AGREEMENTS

1. **Ownership of Mark.** KOOTENAY LOCAL AGRICULTURAL SOCIETY is the sole and exclusive owner of the *Kootenay Mountain Grown* logo.
2. **Nonexclusive, Non transferable License.** KOOTENAY LOCAL AGRICULTURAL SOCIETY grants LICENSEE a non-exclusive, non transferable, royalty-free right to use the *Kootenay Mountain Grown* logo solely in connection with the advertising, marketing, promotion, and sale of *Kootenay Mountain Grown* certified products.
3. **Use of Kootenay Mountain Grown Logo and Related Materials.** LICENSEE shall use the *Kootenay Mountain Grown* logo and related food campaign materials only in the form and manner specified by KOOTENAY LOCAL AGRICULTURAL SOCIETY in the Logo Use Standards attached to this Agreement.
 - a. **Quality Maintenance Standards.** LICENSEE shall cooperate with KOOTENAY LOCAL AGRICULTURAL SOCIETY in assuring proper use of the *Kootenay Mountain Grown* logo and related materials in accordance with the Logo Use Standards. LICENSEE acknowledges that KOOTENAY LOCAL AGRICULTURAL SOCIETY has the right to verify and inspect all goods and all other items to which the *Kootenay Mountain Grown* logo and related materials are attached to maintain effective quality control and protection of the integrity of the *Kootenay Mountain Grown* logo.
 - b. **Conditions of Use.** LICENSEE shall comply with the following terms and conditions:
 1. LICENSEE shall use the *Kootenay Mountain Grown* logo and related materials solely in connection with *Kootenay Mountain Grown* certified products.
 2. LICENSEE shall not combine the *Kootenay Mountain Grown* logo with any other trademark name.
 3. LICENSEE shall not use the *Kootenay Mountain Grown* logo in any manner that may disparage or impair the validity of the logo.
 4. LICENSEE use of the *Kootenay Mountain Grown* logo shall be in accordance with applicable trademark law and with KOOTENAY LOCAL AGRICULTURAL SOCIETY’s policies on advertising and trademark usage set forth in the Logo Use Standards attached to this Agreement. LICENSEE shall use its best efforts at all times to promote and increase the awareness and acceptance of the *Kootenay Mountain Grown* logo in a manner consistent with sound business practices.
4. **Termination**
 - a. This Agreement expires annually on 31st December. The term of this agreement from execution to expiration will not exceed 12 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 *Kootenay Mountain Grown* logo and related food campaign materials.

_____ By (Authorized Signature)

_____ Date

_____ Name and Title of Person Signing (Please Print)

_____ Name of Organization (Please Print)

_____ Address