



## **License Agreement (Terms and Conditions)**

The Colorado Proud program was developed by the Colorado Department of Agriculture (CDA) to promote the production and consumption of Colorado food and agricultural products. CDA is herein referred to as the LICENSOR. Organizations and individuals who agree to comply with the terms and conditions set forth, herein referred to as LICENSEE(S), are authorized to use the Colorado Proud logo(s) and related materials.

### **1. Use of Program Logo and Related Materials**

LICENSOR grants LICENSEE, its agents and employees a non-exclusive, non-transferable, royalty-free right to use the program logo and related materials in accordance with, and in the form and manner prescribed in the Logo Use Guidelines, a copy of which is attached and made a part hereof by reference, as such guidelines may be amended from time to time. LICENSEE must submit a written request to the Colorado Department of Agriculture and receive written permission to use the logo in a form or manner other than the way prescribed in the Logo Use Guidelines.

### **2. Quality Maintenance Standards**

LICENSEE shall cooperate with LICENSOR in assuring proper use of the program logo and related materials, in accordance with the Logo Use Guidelines. Such cooperation shall include the completion of surveys related to logo use and providing LICENSOR with specimens of use of the program logo and related materials 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 program logo. LICENSEE shall use program logo only in such a manner that promotes Colorado agriculture in a positive, non-partisan manner. It is a violation of this Licensing Agreement to use the Colorado Proud logo on any product whose production, merchandising, distribution, sale, or use violates any local, state, or federal regulation.

### **3. Termination**

A. LICENSOR may terminate this agreement with thirty (30) days written notice to LICENSEE upon completion of the Colorado Proud program. LICENSEE may terminate this agreement upon thirty (30) days written notice to LICENSOR. Upon such termination, LICENSEE shall in a timely manner discontinue all use of the program logo and related materials, and delete the same from its promotional, packaging, advertising, selling and other printed materials.

B. LICENSOR may terminate this agreement with thirty (30) days written notice to LICENSEE for breach of any of the provisions of this agreement by LICENSEE. Upon such termination, LICENSEE shall immediately discontinue all use of the program logo and related materials, and delete the same from its promotional, packaging, advertising, selling and other printed materials and destroy all printed materials bearing the program logo and any related materials.