

## Agriculture At Home: Jefferson County Brand Use Standards

Agriculture at Home: Jefferson County is a branding and marketing initiative of the Jefferson County Development Authority for growers, processors, producers, restaurants, stores, and other entities that sell or produce agricultural goods in Jefferson County. Two brands or logos are available: Jefferson County Grown for growers/producers, and Jefferson County Made for processors, cottage foods producers, and other value-added product producers. These brands or logos are owned by the Jefferson County Development Authority and may only be used with the JCDA's express written approval. Eligibility requirements are listed below.

### Jefferson County Grown

- Must be actively growing an agricultural good in Jefferson County
- Animals processed for meat products must have spent 75% of its life after weaning in Jefferson County
- Nursery plants and trees at the point of sale must have spent 75% of its life beyond propagation or 1 year in Jefferson County.
- Value added goods must have 50% of inputs grown on the applicant's premises. (ex. Goat cheese made from milk from the applicant's herd, applesauce made from apples grown in applicant's orchard, etc.)

### Jefferson County Made

Products must meet **ONE** of the following requirements:

- Product must be processed entirely within Jefferson County
- Have a value added of 50% or greater in Jefferson County
- Purchase 50% of inputs from Jefferson County producers. (ex. Alcoholic beverages brewed, distilled or fermented in Jefferson County or from Jefferson County inputs, bread baked in Jefferson County, etc.)

### Additional Requirements

Food products must meet all state and/or federal guidelines or requirements.

Restaurants may brand individual menu items; provided 50% of that menu item is sourced within Jefferson County, and any ingredients included in the name of the dish are sourced from within Jefferson County. If 50% of the annual total food inputs are purchased from within Jefferson County, the establishment may participate in the program as a processor/value added goods producer (Jefferson County Made).

Farmers markets, grocery stores, and other markets of agricultural goods may also receive branded materials denoting the availability of Jefferson County grown or made products.

### Application Process

Interested applicants may apply online or mail a printed copy to:

Jefferson County Development Authority  
1948 Wiltshire Road, Suite 4  
Kearneysville, WV 25430.

Applications will be renewed annually on the date of initial application acceptance. Renewal ensures organizations continue to meet eligibility requirements and maintains the integrity of the Agriculture at Home: Jefferson County brands.

## **Agriculture at Home: Jefferson County Trademark Licensing Terms and Conditions**

- 1. Ownership of Marks.** Jefferson County Development Authority (JCDA) is the sole owner of the “Jefferson County Made” and “Jefferson County Grown” logos and names, and the “Agriculture at Home: Jefferson County” logo and name.
- 2. License.** JCDA grants licensee a non-exclusive, Non-transferrable, Royalty free right to use “Jefferson County Grown” or “Jefferson County Made” in connection to the advertising, marketing, promotion, and sale of goods or productions that meet the Brand Use Standards.
- 3. Form of Use.** Unless authorized in writing, Licensee shall use the logo only in the form and manner as provided by the JCDA. Licensee shall not modify the shape, color, appearance, font, text, spacing, or other aspects of the logo, nor shall licensee add images, slogans, text or other elements to, on, or around the logo. Licensee may modify size of logo to its own choosing. Licensee shall not use the logo in any manner which may disparage or impair the validity of the logo, the Agriculture at Home: Jefferson County Program, or the JCDA.
- 4. Use Review.** Upon request from JCDA, Licensee shall submit or make available to JCDA samples of Licensee’s products, artwork, advertising copy, product packages, and depictions of all proposed uses of the name and logo. The Licensee shall submit such samples within 72 hours after receipt of the request.
- 5. Indemnification.** Licensee shall indemnify, defend, and hold harmless JCDA from and against all claims, liabilities, or judgements arising out of or in connection with the use of the logo or activities under this agreement.
- 6. West Virginia Freedom of Information Act.** Licensee understands JCDA is a public body and must comply with the West Virginia Freedom of Information Act, and all information Licensee provides is subject to public release and publication in all forms of media, for all lawful purposes.
- 7. No JCDA Endorsement.** Licensee expressly acknowledges that the use of the logo and participation in the Agriculture at Home: Jefferson County program does not indicate endorsement or sponsorship of Licensees products by JCDA.
- 8. Termination.** Unless otherwise terminated by the parties, this agreement shall remain in effect for 1 year from acceptance into the program. Either party may terminate this agreement, with or without cause, by providing fifteen (15) days written notice to the other party. Upon termination, Licensee shall immediately cease and desist from any further use of the logo.
- 9. Post Termination Rights and Obligations.** Should either party terminate this agreement, licensee shall cease affixing the logo to promotional items, and withdrawal the logo from publication wherever possible.
- 10. Renewal.** Renewal is required annually to continue participation in the “Agriculture at Home: Jefferson County” program and use of the logo. Completion of annual renewal paperwork shall automatically renew this agreement, unless terminated by the parties according to section 9.
- 11. Notices.** All notices shall be delivered by US Mail or hand-delivery to the addresses set forth below. Any change in address shall be delivered in writing to the other party.
  - a. **To JCDA:** Jefferson County Development Authority  
Agriculture at home: Jefferson County  
1948 Wiltshire Road, Suite 4  
Kearneysville, WV 25430
  - b. **To Licensee:** address provided in application.