



# Pennsylvania Farm Market Guide

Market ID#

## Information Update

Please return by July 22, 2016

**Instructions: Please complete all sections**

### FARM MARKET INFORMATION

Farm Market Name: \_\_\_\_\_

Physical Address: \_\_\_\_\_

City: \_\_\_\_\_

Zip Code: \_\_\_\_\_

County: \_\_\_\_\_

Farm Market Phone: (    ) \_\_\_\_\_

Website: \_\_\_\_\_

Directions/Location Description of Farm Market: \_\_\_\_\_

Open for Business (List Months/Days/Hours): \_\_\_\_\_

Please complete this section if you accept phone, fax and/or email orders:

Phone: (    ) \_\_\_\_\_

Fax: (    ) \_\_\_\_\_

Email: \_\_\_\_\_

Please check the box if you offer tours or have organic products:     Tours     Organic Products

### CONTACT INFORMATION – MAILING ADDRESS

Contact Person: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_

Zip Code: \_\_\_\_\_

County: \_\_\_\_\_

Phone: (    ) \_\_\_\_\_

Fax: (    ) \_\_\_\_\_

Email: \_\_\_\_\_

### Products for Sale (please check):

- |  |                                       |   |
|--|---------------------------------------|---|
| <input type="checkbox"/> Baked Goods     | <input type="checkbox"/> Fruit        | <input type="checkbox"/> Nursery Stock/Garden |
| <input type="checkbox"/> Canned Goods    | <input type="checkbox"/> Gifts/Crafts | <input type="checkbox"/> Plants               |
| <input type="checkbox"/> Cheese          | <input type="checkbox"/> Herbs        | <input type="checkbox"/> Potatoes             |
| <input type="checkbox"/> Christmas Trees | <input type="checkbox"/> Honey        | <input type="checkbox"/> Prepared Foods       |
| <input type="checkbox"/> Cider           | <input type="checkbox"/> Jams/Jellies | <input type="checkbox"/> Pumpkins             |
| <input type="checkbox"/> Dairy           | <input type="checkbox"/> Maple Syrup  | <input type="checkbox"/> Sweet Corn           |
| <input type="checkbox"/> Eggs            | <input type="checkbox"/> Meat         | <input type="checkbox"/> Vegetables           |
| <input type="checkbox"/> Flowers         | <input type="checkbox"/> Mushrooms    | <input type="checkbox"/> Wine                 |
|  |                                       | <input type="checkbox"/> Other _____          |

### Pick Your Own (please check):

*(You allow consumers to physically pick produce from your fields)*

- |                                      |                                       |
|--------------------------------------|---------------------------------------|
| <input type="checkbox"/> Apples      | <input type="checkbox"/> Peas         |
| <input type="checkbox"/> Apricots    | <input type="checkbox"/> Peppers      |
| <input type="checkbox"/> Beans       | <input type="checkbox"/> Pumpkins     |
| <input type="checkbox"/> Blueberries | <input type="checkbox"/> Raspberries  |
| <input type="checkbox"/> Cherries    | <input type="checkbox"/> Red Beets    |
| <input type="checkbox"/> Cucumbers   | <input type="checkbox"/> Strawberries |
| <input type="checkbox"/> Grapes      | <input type="checkbox"/> Sweet Corn   |
| <input type="checkbox"/> Peaches     | <input type="checkbox"/> Tomatoes     |
| <input type="checkbox"/> Pears       | <input type="checkbox"/> Other _____  |

Does your operation accept EBT (SNAP benefits)?  Yes  No

Would your operation be interested in accepting EBT (SNAP benefits)?  Yes  No

Please provide a contact name and phone number (if different than previously listed)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Are you currently a PA Preferred member?  Yes  No

If you are not a PA Preferred member and would you like to apply for the PA Preferred program, please review and complete the following application and agreement, sign and return along with the entire enclosed Trademark License Application Agreement:

## TRADEMARK LICENSE APPLICATION AND AGREEMENT PENNSYLVANIA PREFERRED

I/We (The person(s)/entity listed on the opposite side of this document) have read the Trademark License Application and Agreement and agree to the terms thereof. Intending to be legally bound, the parties hereto set their signatures under seal below.

**Check the applicable box regarding your business type:**

- Producer**                       **Promoter/Marketer**                       **Dining Establishment**                       **General**

List PA-produced agricultural commodities that you sell and wish to appear on the PA Preferred website: \_\_\_\_\_

### APPLICANT/LICENSEE

**Sole Proprietor/Individual Person-** If Applicant/Licensee is a Sole Proprietor/Individual Person, sign below without using any trade name or fictitious name under which he/she conducts business:

Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Corporation-** If Applicant/Licensee is a Corporation, either: (a) the President or Vice President must sign and the Secretary or Treasurer must sign; or (b) the signator must attach a corporate board resolution or letter from corporate officer authorizing the person to sign on behalf of the corporation.

Name of Corporation: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

(circle one: President / Vice-President /Authorized Signator, as per attachment)

By: \_\_\_\_\_ Date: \_\_\_\_\_

(circle one: Treasurer/Secretary )

**Limited Liability Company-** If Applicant/Licensee is a Limited Liability Company ("LLC"), a member or manager must sign on behalf of the LCC.

**Name of LLC:** \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(circle one: Member / Manager)

**General Partnership or Limited Partnership-** If Applicant/Licensee is either a General Partnership (GP) or a Limited Partnership (LP), a General Partner must sign on behalf of the entity.

**Name of GP or LP:** \_\_\_\_\_  
(circle one: GP or LP)

Name of General Partner: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF AGRICULTURE**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Secretary or Authorized Designee

APPROVAL AS TO FORM AND LEGALITY:

By: \_\_\_\_\_ Date \_\_\_\_\_

Agriculture Office of Chief Counsel  
Contract Form Approval: Form No. 2-FA-3.0  
OGC approval: 4/3/13  
OAG approval: 6/14/13



## TRADEMARK LICENSE APPLICATION AND AGREEMENT PENNSYLVANIA PREFERRED

This Trademark License Agreement ("Agreement") is entered into by and between the COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF AGRICULTURE ("PDA"), having its principal offices at 2301 North Cameron Street, Harrisburg, PA 17110, and the Applicant /Licensee ("Licensee") identified immediately below. Until signed by PDA, this document is an application for a license agreement. Upon the application of a signature by PDA it is a License Agreement entered into as of the date of PDA signature.

### A. Applicant/Licensee is the following:

*The Applicant/Licensee listed must be an individual or a business entity validly-formed under Pennsylvania law or the laws of another state **and** registered to do business in Pennsylvania with the Pennsylvania Department of State. No "trade names" or fictitious names may be used as the Applicant or Licensee.*

*Check the applicable box:*

- Sole Proprietor/Individual Person
- Corporation
- Limited Liability Company ("LLC")
- General Partnership
- Limited Partnership ("LP")

### B. Terms and Conditions

1. **Pennsylvania Preferred Act, Guidelines and Regulations.** This Agreement is entered into pursuant to the authority granted by and the terms set forth in the Pennsylvania Preferred Act (3 Pa.C.S.A. §§ 4601 – 4611)("Act"). In addition to the terms set forth in the Act, PDA has the authority to establish terms and conditions under which persons may be licensed, publish guidelines to implement the Act and promulgate regulations for the administration of the Act. All terms and conditions established, guidelines published and regulations promulgated, now or in the future, by the Department pursuant to 3 Pa.C.S.A. §4605(a)(2) and §4611 shall be incorporated herein as if set forth fully. By entering into this agreement Applicant / Licensee agrees to comply with any and all terms, conditions, guidelines or regulations, as they may be set, issued and promulgated, including any applicable to Applicant / Licensee's particular operation, commodity, product or licensee qualification under the Act. Guidelines, rules and regulations may be viewed at [www.papreferred.com](http://www.papreferred.com).

2. **Qualifications.** In order to enter into this License Agreement, an Applicant / Licensee must: (a) be a **Qualified Entity** under Section 4602 of the Act; and (b) meet **Licensee Qualifications** under Section 4604 of the Act.

- To be a **Qualified Entity**, you must meet this definition: A person who produces, processes, prepares, sells, offers for sale, markets, promotes or is involved with any aspect of production, processing, preparation, promotion, marketing, sale or offering for sale of Pennsylvania-produced agricultural commodities, and meets one or more of the qualifications set forth in the chart below.

- To meet the **Licensee Qualifications**, you must be a Qualified Entity and meet one of the following five (5) category definitions:

*Check the applicable box:*

- **Producer** - Produces an agricultural commodity that is entirely harvested from a Pennsylvania location or is grown at a Pennsylvania location for at least 75% of the commodity's production cycle.
  - **Processor** - Processes, in whole or in part, at a facility in Pennsylvania an agricultural commodity which is entirely harvested from a Pennsylvania location or is grown at a Pennsylvania location for at least 75% of the commodity's production cycle.\*
- \*to the maximum extent possible given production season restrictions or market availability of some commodities. Consult applicable PDA guidelines and regulations regarding certain commodities.*
- **Promoter/Marketer** - Promotes or markets an agricultural commodity from a Producer or Processor as defined above.
  - **Dining Establishment** - A duly licensed public eating and drinking place that offers a menu item that includes an agricultural commodity from a Producer or Processor as defined above.
  - **General** - Approved by PDA to use and promote the use of the Pennsylvania Preferred trademark in furthering the purposes of the Act.

*Producers and Processors must produce and process the subject agricultural commodities in accordance with all requirements of law and in accordance with all applicable quality, sanitation, safety and labeling standards of any inspecting authority.*

3. **Trademark Use by Licensee.** PDA is the owner of: (a) the Pennsylvania Preferred® trademark as defined in the Act; (b) the phrase "Pennsylvania Preferred®"; and (c) the registered graphic design set forth on page one of this Agreement (hereinafter collectively referred to as "Trademark"). PDA grants to the Licensee for the term of this agreement, a non-exclusive, non-transferable worldwide license to use the Trademark, subject to the terms and conditions of this agreement and without the right to sublicense. Licensee may use the Trademark generally in advertising and promotion to denote that it produces, processes, prepares, sells, offers for sale, markets, promotes, or offers as menu items Pennsylvania-produced agricultural commodities; Licensee may not place the Trademark on, or use the Trademark at the point of sale of, agricultural commodities that are not Pennsylvania-produced, nor use the Trademark in a manner that will be misleading to consumers or create the likelihood of confusion that products or commodities are Pennsylvania-produced agricultural commodities when they are not.

4. **PDA's Use of Licensee's Name, Logo and Products.** Licensee agrees that PDA may make use of the Licensee's name, logo and/or products in furtherance of the promotional purposes of the Act. This may include PDA using the Licensee's name, logo and/or products: (a) on PDA's Pennsylvania Preferred website; (b) in connection with printed materials, promotional video or audio broadcasts, social media or other communications of any type; (c) at point of purchase at sales locations within Pennsylvania; (d) at Pennsylvania Preferred promotional activities; and/or (e) for other purposes reasonably related to the promotional purposes of the Act. PDA has established the Pennsylvania Preferred website at [www.papreferred.com](http://www.papreferred.com) where interested persons can access products and facilities licensed to use the Trademark. PDA shall provide Licensee electronic access for updating its information contained thereon.

5. **Term of Agreement.** This Agreement shall become effective upon the date of execution by PDA and shall be in effect for a period of one year. Upon expiration of the first one year term, and every one-year term thereafter, this Agreement shall automatically renew for a period of one year up to a total of five (5) successive one-year terms, unless terminated as set forth herein. Either party may terminate this Agreement by providing sixty (60) days' written notice and PDA may terminate this Agreement for Licensee's violation of the terms hereof, including any PDA guidelines or regulations incorporated herein, provided Licensee fails to cure such violation after notice and an opportunity to cure within thirty (30) days of notice thereof. Notices to the parties shall be provided to the addresses first set forth herein. Upon termination all licenses granted by this Agreement shall immediately terminate.

6. **Additional terms.**

- a) This Agreement shall not be construed as a release, diminution or surrender of any right of PDA to enforce its right with respect to the Trademark against third parties.
- b) All ownership rights in and to the Trademark shall continue to reside with PDA, and the Licensee's use of the Trademark pursuant to this License shall accrue to the benefit of PDA's rights in and to the Trademark.
- c) PDA reserves the right to continue using the Trademark in the conduct of its business, and to license the Trademark to other qualified entities in accordance with the Act.
- d) During the term of this Agreement and thereafter, the Licensee agrees not to do or allow any act which would or might jeopardize or invalidate the Trademark and will not object to or otherwise contest PDA's exclusive right, title and interest in and to, or the validity of, the Trademark.
- e) The Licensee shall not make any representation or do any act, which may be taken to indicate that it has any right, title or interest in or to the ownership or use of the Trademark except under the terms of this Agreement.
- f) The Licensee shall immediately notify PDA in writing if Licensee becomes aware of any unauthorized use, or proposed unauthorized use by any third party of the Trademark. PDA shall have the right to take action against such third party, to take no action at all or to grant Licensee the right to take action at its expense.
- g) PDA and the Licensee agree that the rights granted by this Agreement are for purposes stated in this Agreement, the Act and any PDA guidelines or regulations. Any other use of the Trademark by the Licensee shall constitute a material breach of this Agreement.
- h) Licensee's use of trademark in association with the production, processing, promotion, marketing or sales of a Pennsylvania-produced agricultural commodity must be in a manner acceptable to PDA which protects the reputation of the Trademark.
- i) The Licensee shall not use, register or apply to register any mark or name identical to or confusingly similar to the Trademark.
- j) The Licensee agrees that it, and any agricultural commodities, products, facilities or services with respect to which it uses the Trademark, meets and will, during the life of this Agreement, continue to meet the standards set forth or referenced in this Agreement, the Act and any PDA guidelines or regulations.
- k) In the event any product of the Licensee is found to be in violation of PDA's statutory, regulatory or policy requirements, the Licensee shall cease using the Trademark on that product until PDA determines that the product is in compliance.
- l) The Licensee shall cooperate with PDA in monitoring compliance with this Agreement.
- m) Upon reasonable notice from PDA, the Licensee shall make its relevant books, records, literature, brochures, data books, data sheets, web site mentions, advertising records and other relevant documents or records available for inspection by PDA or its designated agents, to ensure compliance with this Agreement.
- n) The Licensee shall defend, indemnify and hold PDA, its officers and employees, harmless from all third party claims, demands, causes of action and judgments (including attorney's fees, litigation expense and court costs) arising out of Licensee's misuse of the Trademark and other act or omission which constitutes a violation of this Agreement.
- o) This document constitutes the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior oral or written agreements, understandings or arrangements between and/or relating to the subject matter of this Agreement.
- p) This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania.
- q) This Agreement may be formatted and executed as a paper document or may be formatted and executed on-line as an electronic document to which the Licensee may affix an electronic signature in accordance with the Electronic Transactions Act. In either format, the Licensee agrees that its signature (whether electronic or traditional) binds it to the terms and conditions of this Agreement.
- r) The Applicant / Licensee represents that all information provided herein is true and correct; that the representations made herein are duly authorized by the Applicant/Licensee as represented; and that the undersigned has authority to execute this document on behalf of the Applicant/Licensee. The undersigned affirm(s) that the information provided herein is true and correct to the best of his/her knowledge, information and belief and is made subject to the penalties of 18 Pa.C.S.A. § 4904, relating to unsworn falsification to authorities.