

Michigan Agriculture Environmental Assurance Program Logo Use Terms of Agreement

Michigan Agriculture Environmental Assurance Program (MAEAP) partners encourage all MAEAP-verified farms to display the MAEAP logo proudly and professionally. A MAEAP partner or supporter, MAEAP-verified farm, or other entity (Licensee) shall use the MAEAP logo in the following manner and in accordance with the following conditions:

1. The standard MAEAP logo (Figure 1) shows the correct ratio and colors.
2. The ratio of the logo shall be: W 1: H 0.6
3. The logo may be used in a monochromatic color scheme (e.g., Figure 2 below)
4. The logo may be watermarked up to 30%.
5. If the logo is not monochromatic, the colors of the logo must be:
 - a. Blue: Pantone 661 CVC
 - i. C 100 M 69 Y 0 K 9
 - b. Light blue: 33% of Pantone 661 CVC
 - c. Green: Pantone 576 CVC
 - i. C 56 M 0 Y 91 K 38
6. The logo is to be used in a professional manner.
7. The logo may be used on apparel, letterhead, in publications and other promotional items.
8. The logo may only be used in its entirety (e.g., not cut apart).
9. If a farm is using the logo, the farm must be MAEAP verified and considered in "good standing."
10. Do not try to recreate the logo.
11. The logo can be used or placed on products or containers with products grown on MAEAP-verified farms when the farm meets the following criteria:
 - a. Is verified in two or more MAEAP systems.
 - b. Is currently considered "in good standing" with MAEAP.
 - c. Is considered to have a "current verification" and "active."
 - d. The logo must be paired with the words "Environmentally Assured Farm" (Figure 3).
12. To use the logo, the entity must first file the License Agreement with MDA.
13. Camera-ready artwork and/or an electronic version of the logo will be sent after receipt of the License Agreement.
14. MAEAP reserves the right to deny use of the MAEAP logo.
15. Additional terms. Licensee agrees to comply with and be bound by the additional terms on the following page.



Figure 1: Standard MAEAP logo



Figure 2: MAEAP logo in monochromatic black



Figure 3: MAEAP logo to be used on products or containers

The use of the logo should not be construed as validation of one farmer or product over another and does not mean that the coalition of MAEAP partners endorses the farmer or product.

Keep a copy of this document for your records.

1. **Grant of License.** Michigan Department of Agriculture (Licensor) hereby grants to Licensee, and Licensee hereby accepts from Licensor, the non-exclusive, non-transferable, royalty-free right and license to use the logo.
2. **Reservations of Rights.** Licensor reserves to itself all rights in and to the logo except as specifically granted herein to Licensee, and Licensor may exercise such right at any time in any manner that it may deem appropriate.
3. **Ownership of Logo.** Licensee acknowledges that Licensor is the sole owner of the logo and the goodwill therewith, and that all use of the logo by or on behalf of Licensee will inure to the benefit of and be on behalf of Licensor exclusively.
4. **No Warranties.** Licensee acknowledges that, except as expressly set forth in this agreement, the rights granted hereunder are provided without any warranty, on an “as is” basis, and that licensor is not providing any other warranties of any kind, whether express or implied, with respect thereto, including without limitation any warranties of merchantability or fitness for a particular purpose.
5. **Limitation of Liability.** Licensor will have no liability or responsibility for special or consequential damages of any kind whatsoever suffered or incurred by licensee as a consequence of the use of the marks or otherwise, even if Licensor has been advised of the possibility of such damages.
6. **Liability of Licensee.** Licensee will indemnify and hold harmless Licensor from and against any and all costs, claims, damages, expenses and liabilities of any kind (including without limitation reasonable attorneys’ fees and costs) with respect to any claims or suits brought by any third party arising out of any act or omission of Licensee, its employees, consultants or Licensees in connection with any matter whatsoever connected with or related to this Agreement, including but not limited to claims arising from Licensee’s marketing, distribution or sale of any goods or services.
7. **Assignment.** Neither this Agreement nor the license granted herein nor any other rights granted hereunder may be assigned, sublicensed or transferred by Licensee without the prior written consent of Licensor, and any attempted assignment, sublicense or transfer, whether voluntary or by operation of law, will be void and of no force or effect.



Michigan Agriculture Environmental Assurance Program Logo Use: License Agreement between Michigan Department of Agriculture (Licensor) and Licensee

Farm/Licensee

Name: _____
Mailing Address: _____ Zip code: _____
City: _____
Contact Name: _____ Title: _____
Contact Phone: _____ E-mail: _____

Please indicate where you plan to use the MAEAP logo:

- Letterhead Farm Web site Farm brochure
 Own farm sign Customer communication Apparel
 Other (please describe): _____
 Farm-raised product (please list): _____

I agree to the criteria, terms, and conditions for use of the MAEAP Logo as described in the Terms of Agreement and where indicated above. I also agree that if I am no longer considered in "good standing" with MAEAP, I will not use the MAEAP logo.

Farm Owner/Licensee

Signature: _____ Date: _____

Print Name: _____

If you would like to order MAEAP items that are in-stock, please check the box below. An invoice will be sent to you for any item ordered, do not send payment now.

- MAEAP bookmarks (first 200 are free, \$0.10 for each additional) - quantity _____
 8.5" x 11" MAEAP poly sign (\$5 each) - quantity _____
 MAEAP general brochure (\$0.20 each) - quantity _____
 MAEAP Stickers - 1"x1.5" (\$5.00/100 stickers) - quantity _____

Please mail, fax, or e-mail completed form to:

MDA
PO Box 30017
Lansing, MI 48909
Fax: 517.335.3329

E-mail: mda-esd-maeap@michigan.org

Please call the MAEAP office at 517.373.9797, if you have any questions.