



## License Agreement

The NEW MEXICO-Taste the Tradition® Program was developed by the New Mexico Department of Agriculture (NMDA) to promote the production and consumption of New Mexico food and agriculture products. NMDA is herein referred to as LICENSOR. Organizations and individuals who agree to comply with the terms and conditions set forth herein are authorized to use the NEW MEXICO-Taste the Tradition® and NEW MEXICO-Grown with Tradition® series of logos and related materials. **NO COST TO FILE AND PARTICIPATE.**

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(Organization or Individual's Name)

herein referred to as LICENSEE, is desirous of participating in the NEW MEXICO-Taste the Tradition® Program. Effective on the subscribed date, in consideration of receipt of the program logo and related materials, LICENSEE agrees to the following terms and conditions:

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

LICENSOR grants LICENSEE, its agents, and employees a nonexclusive, nontransferable, 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 part hereof by references, as such guidelines may be amended from time to time. LICENSEE must submit a written request to NMDA 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 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 the program logo only in such a manner that promotes New Mexico agriculture in a positive, nonpartisan manner.

3. Termination

- A. LICENSOR may terminate this agreement with thirty (30) days written notice to LICENSEE upon completion of the NEW MEXICO-Taste the Tradition® Program. LICENSEE may terminate this agreement with 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 related materials.

\_\_\_\_\_  
Licensee (Organization or Individual)

\_\_\_\_\_  
Date

\_\_\_\_\_  
By (Print Name)

\_\_\_\_\_  
By (Authorized Signature)

\_\_\_\_\_  
Name and Title of Person Signing (Please Print)

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

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
E-mail Address

Type of Company (Please mark all that apply):

- |   |   |                                      |
|---|---|--------------------------------------|
| <input type="checkbox"/> Grower                       | <input type="checkbox"/> Packer/Shipper | <input type="checkbox"/> Processor   |
| <input type="checkbox"/> Retailer                     | <input type="checkbox"/> Wholesaler     | <input type="checkbox"/> Restaurant  |
| <input type="checkbox"/> Winery                       | <input type="checkbox"/> Nursery        | <input type="checkbox"/> Distributor |
| <input type="checkbox"/> Other (Please specify) _____ |   |                                      |

Please indicate the type of product(s) for which logo will be used:  
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