



PRODUCT DATA SHEET

is a registered trademark of the Virginia Department of Agriculture and Consumer Services (VDACS). Please complete the Product Data Sheet, sign the Memorandum of Understanding and return to:

Virginia Department of Agriculture and Consumer Services

Virginia's Finest Administrator – Division of Marketing • 102 Governor St., Richmond, VA 23219 • olivia.wilson@vdacs.virginia.gov

After approval from the **department**, you will receive written authorization for using the trademark. If you have questions, call **800.284.9452**.

Date: _____ Company/Firm Name: _____

Company/Firm Web Site: _____

Company Contact Name: _____ Title: _____

Company Physical Address: _____

City: _____ County: _____ State: _____ ZIP: _____

Company Mailing Address (if different): _____

City: _____ County: _____ State: _____ ZIP: _____

Company Telephone: () _____ - _____ FAX: () _____ - _____ E-mail: _____

Type of Business – Please Check Appropriate Categories

Processor Packer Wholesaler Shipper
Producer Retailer Distributor Other (list) _____

How long have you been in business? _____

How long have you been selling the product(s) you want to include in the program? _____

Your processing facility must be inspected by VDACS. Do you have a current inspection? Yes No

Name of your VDACS inspector: _____

Geographic origin of raw product: _____ Where are products processed? _____

Company name, if applicable: _____ Company name, if applicable: _____

Physical address: _____ Physical address: _____

Where are products packaged? _____ Company name, if applicable: _____

Physical address: _____

How are your products distributed? Broker Direct Distributor Wholesaler

Company name: _____

Physical address (add additional sheet if necessary): _____

States where marketed: _____

Would you like to be contacted by our International Marketing Office? Yes No

Describe how the trademark will be used by your firm. (Include the present or proposed sample of label, packaging, etc. if applicable.)

List all products to be included in the “Virginia's Finest” trademark program. (Use a separate sheet if necessary.)

Brand Name Product Product Description

How did you learn about the Virginia's Finest Trademark Program? _____

Virginia's Finest

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made this _____ day of _____, 20__ by and between the Division of Marketing, Virginia Department of Agriculture and Consumer Services (DEPARTMENT), and _____ (APPLICANT), a person or entity doing business in the Commonwealth of Virginia, whose address is _____.

APPLICANT has applied to the DEPARTMENT for the privilege of using the "Virginia's Finest" trademark in connection with products and/or brand names owned by APPLICANT as listed on the APPLICANT'S Product Data Sheet incorporated herein.

Now therefore in consideration of mutual agreements, covenants, and conditions herein set forth, parties agree as follows:

1. The "Virginia's Finest" trademark may be used by APPLICANT only for Virginia products that are listed on APPLICANT'S Product Data Sheet and that meet the quality standards established by the DEPARTMENT from time to time. The DEPARTMENT may adopt standards by formal Policy Memorandum or may by notice to APPLICANT or information made available to licensees generally, advise of other standards used by DEPARTMENT, whether formally or informally adopted. As products meeting the standards are added and deleted, the DEPARTMENT shall be notified in writing by the APPLICANT.
2. The DEPARTMENT hereby licenses APPLICANT the right to use the "Virginia's Finest" trademark on APPLICANT'S labels, packages, sales promotion and merchandising materials displaying letter styles, color, and designs outlined in the "Virginia's Finest" trademark manual, a copy of which is available on DEPARTMENT'S website and has been reviewed by APPLICANT. Label design and trademark usage must be approved by the DEPARTMENT prior to printing labels.
3. The APPLICANT agrees that should any product of APPLICANT for which APPLICANT is using the "Virginia's Finest" trademark not conform to DEPARTMENT standards, upon written notice by the DEPARTMENT to such effect, APPLICANT shall discontinue further use of the DEPARTMENT'S trademarks. APPLICANT will furnish product samples to DEPARTMENT and allow DEPARTMENT as licensor to inspect APPLICANT'S business and records to confirm license compliance.
4. The APPLICANT agrees to indemnify and hold harmless the DEPARTMENT and Commonwealth of Virginia from and against all claims, actions, damages, costs, expenses, and liability whatsoever, including attorney's fees, arising out of, or in connection with, any claims arising out of this MOU, including breach of this MOU by APPLICANT. The DEPARTMENT is not responsible for any claims arising from the sale of any harmful or defective products or failure to comply with laws.

5. The DEPARTMENT shall have the right to make changes to the requirements and conditions of the trademark program including quality standards and its trademark manual, as it deems necessary.
6. The APPLICANT agrees that the right to use DEPARTMENT'S trademark does not constitute any type of endorsement of APPLICANT or a specific product by either the DEPARTMENT or the Commonwealth of Virginia.
7. The license granted herein is non-transferrable, is revocable by the DEPARTMENT without liability, and the DEPARTMENT reserves the right to revoke the license and cancel this MOU agreement at any time. The APPLICANT will not obtain any ownership or other rights in the DEPARTMENT'S trademarks through use, but all use of DEPARTMENT'S trademarks by APPLICANT will be for the benefit of DEPARTMENT as licensor.
8. The APPLICANT agrees to let the DEPARTMENT use APPLICANT'S company/product name for promotional purposes related to VIRGINIA'S FINEST including, but not limited to, directories, advertisements, brochures, internet, catalogs, and displays.

**DIVISION OF MARKETING
VIRGINIA DEPARTMENT OF AGRICULTURE
AND CONSUMER SERVICES**

Director, Division of Marketing

Applicant

Date

Title