

PRODUCT DATA SHEET



is a registered trademark of the Virginia Department of Agriculture and Consumer Services.
Please complete the Product Data Sheet, sign the Memorandum of Understanding and return via email or mail to:

Virginia Department of Agriculture and Consumer Services
Virginia's Finest Administrator – Division of Marketing | 102 Governor Street, Richmond, VA 23219
vafinest@vdacs.virginia.gov

After approval from the **department**, you will receive written authorization for using the trademark.
If you have questions, email vafinest@vdacs.virginia.gov or call **1.800.284.9452**.

Today's Date: _____

Company Name: _____ Your Name: _____

Company Website: _____ Your Email: _____

Social Media Addresses and Hash Tags: _____

Company Physical Address _____ Company Mailing Address (if different) _____

City: _____ City: _____

County: _____ County: _____

State: _____ State: _____

Zip: _____ Zip: _____

Phone: () _____ - _____

Email (if different from above) _____

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 the Virginia Department of Agriculture and Consumer Services.
Do you have a current inspection? [] Yes [] No Name of your VDACS Inspector: _____

Where are products processed, if different from above? _Where are products packaged, if different from above?

Company Name: _____ Company Name: _____

Physical Address: _____ Physical Address: _____

List all products to be included in the "Virginia's Finest" trademark program. (use separate sheet if necessary)

<u>Brand Name</u>	<u>Product</u>	<u>Product Description</u>
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Describe how the trademark will be used by your firm – include present and proposed sample of label, packaging, etc.

What are your sales methods? (select all that currently apply)

Broker [] Food Service [] Retail []
Direct [] Online/Mail Order [] Wholesale []
Distributor [] Other [] specify: _____

States where marketed: _____

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

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



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made this _____ day of _____, 20____ by and between the Division of Marketing and Development, 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 products that meet the quality standards established by the Policy Memorandum number under which APPLICANT applied. As products meeting the standards are added and deleted, the DEPARTMENT shall be notified in writing by the APPLICANT.
2. The DEPARTMENT hereby grants 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. Label design and trademark usage must be approved by VDACS 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 established standards, upon written notice by the DEPARTMENT to such effect, APPLICANT shall discontinue further use of the DEPARTMENT'S trademark.
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 whatever arising out of, or in connection with, any 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 as it deems necessary.
6. The APPLICANT agrees that DEPARTMENT'S trademark does not constitute any type of endorsement by either DEPARTMENT or Commonwealth of Virginia.
7. The DEPARTMENT reserves the right to cancel this agreement at any time.
8. The APPLICANT agrees to let the DEPARTMENT use APPLICANT'S company/product name for promotional purposes including, but not limited to, directories, advertisements, brochures, Internet, catalogs, and displays.

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

Director, VDACS Division of Marketing

Applicant's Signature

Certification Date *(authorized by VDACS)*

Applicant's Title