



LOUDOUN, VA MADE • LOUDOUN, VA GROWN™ Trademark Agreement

The LOUDOUN, VA MADE • LOUDOUN, VA GROWN™ logos and words “LOUDOUN, VA MADE • LOUDOUN, VA GROWN” are trademarks reserved for use by the Loudoun County Department of Economic Development (department).

Any use of the LOUDOUN, VA MADE • LOUDOUN, VA GROWN trademarks is subject to the department’s control and quality standards. The department consents to and licenses a business or individual (LICENSEE) doing business in Loudoun County to use the LOUDOUN, VA MADE • LOUDOUN, VA GROWN™ trademarks.

The LOUDOUN, VA MADE • LOUDOUN, VA GROWN™ logo, slogan and all associated branding products **are for use with tangible products grown, harvested, raised or produced in Loudoun, in accordance with the branding usage guidelines**, such that the products in question meet all quality standards of the department. Any use of the LOUDOUN, VA MADE • LOUDOUN, VA GROWN™ logos must follow the letter styles, colors and designs set forth below, and shall be subject to the following terms and conditions.

1. The LICENSEE agrees that should any product of LICENSEE for which LICENSEE is using the LOUDOUN, VA MADE • LOUDOUN, VA GROWN™ trademark not conform to department standards, upon written notice by the department to such effect, LICENSEE shall discontinue further use of the department’s trademarks.
2. The LICENSEE agrees to indemnify and hold harmless the department and Loudoun County 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 license, including breach of this license by LICENSEE. The department is not responsible for any claims arising from the sale of any harmful or defective products or failure to comply with laws.
3. 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.
4. The LICENSEE agrees that the right to use department’s trademark does not constitute any type of endorsement of a LICENSEE or a specific product by either the department or Loudoun County.
5. The license granted herein is non-transferrable, and is revocable by the department without liability at any time. The LICENSEE will not obtain any ownership or other rights in the department’s trademarks through use, but all use of department’s trademarks by LICENSEE will be for the benefit of department as licensor.
6. The LICENSEE agrees to complete and submit the Registration Form to the department prior to using the logo, and to let the department use the LICENSEE’S company/product name for promotional purposes related to LOUDOUN, VA MADE • LOUDOUN, VA GROWN™.

A LICENSEE’S use of any of the LOUDOUN, VA MADE • LOUDOUN, VA GROWN™ trademarks shall be conclusive evidence of its acceptance of the terms and conditions of this license. [May 2015]