

# Michigan On-Farm Produce Safety Program Logo Terms of Use

The Michigan Produce Safety Program encourages all certified farms to display the Michigan On-Farm Produce Safety (MOFPS) logo proudly and professionally. A MOFPS certified farm (Licensee) shall use the MOFPS logo in the following manner and in accordance with the following conditions:

1. If a farm is using the logo, the farm must have an active certificate or re-certification (not expired).
2. The standard MOFPS logo (Figure 1) shows the correct ratio and colors.



**FIGURE 1: Standard**

**MOFPS logo**

3. The ratio of the logo shall be: W 1: H 0.535
4. The logo may be used in a monochromatic color scheme (e.g., Figure 2 below).



**FIGURE 2: Standard monochromatic black**

**MOFPS logo in**

5. The logo may be watermarked up to 30 percent.
6. If the logo is not monochromatic, the colors of the logo must be:
  - a. Blue: Pantone 660 C (C74 M44 Y0 K0)
  - b. Dark Green: Pantone 355 C (C95 M0 Y100 K0)
  - c. Light Green: Pantone 359 C (C38 M0 Y58 K0)
  - d. Brown: Pantone 875 C (C0 M32 Y50 K50)
7. The logo is to be used in a professional manner.
8. The logo may be used on apparel, letterhead, websites, in publications and on other promotional items.

9. The logo may only be used in its entirety (e.g., not cut apart).
10. Do not try to recreate the logo.
11. The logo can be placed on products or containers with products grown on MOFPS certified farms only when the farm has met all the following criteria:
  - a. Product is sold directly on the farm or by the farmer at a farm market stand.
  - b. Is considered to have an active certification or re-certification (not expired).
  - c. The logo must be paired with the words "Participating Farm."
12. To use the logo, the entity must first file the License Agreement with MDARD.
13. An electronic version of the logo will be sent after receipt of the License Agreement.
14. The Michigan Produce Safety Program reserves the right to deny use of the MOFPS logo.
15. Licensee agrees to comply with and be bound by the additional terms below.

The use of the logo should not be construed as validation of one farmer or product over another.

#### **Additional Terms**

1. **Grant of License:** Michigan Department of Agriculture and Rural Development (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.