LICENSE AGREEMENT

Entity: _____*[Individual, Partnership, Corporation*],

_____*[Street Address]* _____,*[Municipality]*
County of Monmouth, State of New Jersey

This Agreement is made on _____, 20____between the County of Monmouth, a governmental entity of the State of New Jersey (Licensor), and _____(Licensee).

Licensee is the entity described above: Licensee desires to exercise certain rights and privileges to promote and market the sale of their agricultural product(s) under the County of Monmouth's "**Grown in Monmouth"** program.
Now, therefore, it is agreed as follows:

1. Licensor hereby grants to Licensee the right to reproduce and display certain printed images on signs and products, which advertise that agricultural products were grown in Monmouth County, raised in Monmouth County or prepared/produced from ingredients grown or raised in Monmouth County. The specific image (see attachment #1) hereby licensed for reproduction and display to the public as Copyright #VAu1-262-313.
2. No alteration or modification of the licensed image is permissible without the approval of the Monmouth County Division of Economic Development. Contact the Division at 732-431-7470 to discuss customization options.
3. This license is personal to the Licensee and is non-assignable. Any attempt to assign this license will terminate all privileges granted to Licensee under it.
4. Licensee warrants and represents that it shall utilize the artistic work referenced above to market and promote only a) agricultural products grown in Monmouth County, raised in Monmouth County or products prepared/produced from ingredients grown or raised in Monmouth County b) in full compliance with all governmental statutes, ordinance and regulation, Licensee's right to display or publish the copyrighted work specified above is non-exclusive, and Licensor makes no promises or representations that it will not license this artwork to other growers and potential licensees, even if competitors of Licensee.
5. Licensee shall indemnify and hold harmless the Licensor for all damages, costs and losses, including settlements, awards, judgments and attorneys' fees, arising from any claims made, in or out of court, by any person or entity who claims to have been injured in his or her person or property, or to have suffered any damages, as a result of Licensee's use of the copyrighted material specified above.
6. This Agreement is terminable by either party at will with or without cause by the giving of actual notice to the other party. Upon termination, all rights shall revert to the Licensor, and Licensee shall immediately lose all rights in and to the copyrighted material. Upon termination, Licensee shall immediately remove and cease to display or publish the copyrighted material, and return same to Licensor, and shall forfeit all rights to use the phrase "Grown in Monmouth" in connection with their business or products.

In witness whereof, the parties execute this agreement as of the date set forth in the first line of this Agreement.

THE COUNTY OF MONMOUTH (Licensor)
A governmental entity of the State of New Jersey

By: _____
Director, Board of County Commissioners

By:_____
Clerk to Board of County Commissioners

By:_____ (Licensee)
Signature

_____
Print Name/Title

_____
Email Address

Mail Completed form to Monmouth County Division of Economic Development, 3 East Main Street, Freehold, NJ 07728 or fax 732-294-5930

Grown In Monmouth License Agreement

Attachment # 1