



## Treadwell Licensing Agreement

- The Perennial Farm has invested considerable time and money to develop the “Treadwell Plants <sup>TM</sup>” brand of plants and we have embarked on a marketing campaign in magazines, newspapers, trade journals, trade shows and web exposure.
- We have created a simple, straight forward licensing agreement in order to clearly describe the responsibilities and agreement on the promotion, sale and display of “Treadwell Plants <sup>TM</sup>”
  - The Perennial Farm will provide POP (Point of Purchase) marketing materials at no cost to the Seller. POP promotional materials are only available to those that sign up for the program.
  - These promotional materials include: 2 different coroplast 2’ x 3’ posters, 50’ bench tape, 3 different 10 “ hanging signs with metal hangers, 90 tri-fold brochures.
  - Additional POP materials may be purchased at program pricing.
  - Color Treadwell picture tags with specialized QR coding come with each plant and are included in the price.
  - All “Treadwell Plants <sup>TM</sup>” are the same cost so pricing a register scan code is generally used by most.
  - If a second yellow pricing tag is requested for it is also available and will be billed at \$ .25 ea.
- Seller acknowledges that use of The Perennial Farm POP (Point of Purchase) marketing materials is conditioned on Seller’s compliance with these Guidelines.
- Seller agrees to purchase a minimum of 100 flats of “Treadwell Plants <sup>TM</sup>” within the calendar year.
  - Seller agrees to use the POP materials for the purpose of display and sale of “Treadwell Plants <sup>TM</sup>”
  - Seller shall take reasonable precautionary measures to prevent customer confusion between The Perennial Farm’s “Treadwell Plants <sup>TM</sup>” and other brands of plants for stone walls, walkways, pathways or ground covers.
  - **Seller may not include any other brand of plants for stone walls, walkways, pathways and ground cover products on end caps, benches or displays in conjunction with “Treadwell Plants <sup>TM</sup>” brand products.**
  - **Seller agrees to maintain minimum separation between any “Treadwell Plants <sup>TM</sup>” brand products and any other brand of similar plants or nursery products. Similar products for sale must be no closer than on opposing sides of an aisle, or if displayed along the same row of shelves no closer than on opposite ends of the aisle.**
- Seller acknowledges that the service mark and trademarks The Perennial Farm® and “Treadwell Plants <sup>TM</sup>” are the exclusive property of The Perennial Farm, and that Seller shall take no action that may violate The Perennial Farm’s rights in these marks including but not limited to using any POP materials in connection with the sale and marketing of any non-Perennial Farm products.
- The Perennial Farm, may at times, verify Seller’s compliance with this Agreement and The Perennial Farm’s trademark rights. If it is determined by The Perennial Farm that the Seller is in violation of this agreement or if the Seller decides to opt out of the program, all POP material must be immediately returned to The Perennial Farm or its representative.

By: The Perennial Farm

By: The Seller/Company

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

This agreement is for one year, acknowledged and agreed to on this date: \_\_\_\_\_