



## Deer-Leerious Licensing Agreement

- The Perennial Farm has invested considerable time and money to develop a new 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 “Deer-Leerious™ Plants”
  - The Perennial Farm will provide POP (Point of Purchase) marketing materials at no cost to the Seller. POP promotional materials and advertising are only available to those that sign up for the program.
  - These promotional materials include: 1 large color banner, 2 hanging signs, 1- coroplast poster, 50’ bench tape, tri-fold brochures.
  - Additional POP materials may be purchased at program pricing.
  - Color pot tags come with each plant 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 purchases a minimum of 500 Deer-Leerious plants within the calendar year.
  - Seller agrees to use the POP materials for the purpose of display and sale of Perennial Farm’s Deer-Leerious™ brand of deer-resistant plants and nursery products.
  - Seller shall take reasonable precautionary measures to prevent customer confusion between Perennial Farm’s Deer-Leerious™ brand products and other brands of deer-resistant plants and nursery products Seller may offer.
  - **Seller may not include any other deer-resistant plants or nursery products on end caps, benches or displays in conjunction with Deer-Leerious™ brand products. Seller agrees to maintain minimum separation between any Deer-Leerious™ brand products and any other brand of deer-resistant 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 Deer-Leerious™ 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 it’s 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: \_\_\_\_\_