



BUY FRESH BUY LOCAL[®] of the Greater Lehigh Valley

PARTNER RULES & REGULATIONS

Buy Fresh Buy Local[®] (“BFBL”) is a national program coordinated by the Pennsylvania Association for Sustainable Agriculture (PASA), through FoodRoutes Network, LLC, a subsidiary of PASA. As the Lehigh Valley Chapter Affiliate, *Buy Fresh Buy Local*[®] of the Greater Lehigh Valley (BFBLGLV) determines eligibility requirements and participation rules and regulations for businesses in and around the Lehigh Valley that wish to participate in the Program as Partners.



To be eligible to become a BFBL Partner, you must own, operate, or otherwise represent a business operating in or around the Lehigh Valley that sells locally grown food to the general public primarily for consumption in this same region. Locally grown food is defined as food or other products grown in or around the Lehigh Valley or products made from Lehigh Valley-grown products. These businesses include, but are not limited to, farms, markets, stores, restaurants and caterers. Also eligible for participation are businesses that package, distribute, or produce locally grown foods for sale through wholesale channels, as long as the products are clearly branded or otherwise have their “origin identity” preserved at the time of sale through retail channels and are primarily for consumption in this same region.

BFBLGLV Partners must also agree to the following terms and conditions:

1. Control over Use of Trademarks. The success of the program rests on careful and coordinated use of the *Buy Fresh Buy Local*[®] name and distinctive graphic marks. FoodRoutes Network holds all rights to the *Buy Fresh Buy Local*[®] name, marks, and designs, and any marks or designs developed for regional use. FoodRoutes Network, and on its behalf, PASA and BFBLGLV, retain ultimate control over use of the *Buy Fresh Buy Local*[®] name, marks, and designs. BFBLGLV Partners are required:

- to use official logos, labels, graphics, tag lines, website URLs, and other information provided from BFBLGLV in any public description of or reference to the Program (to the greatest extent feasible);
- to consistently apply the graphic style of the BFBL brand (colors, fonts, etc.) in any relevant promotional materials, in order to maintain the visual strength of the campaign (to the greatest extent feasible);
- to modify BFBL brand materials only with the approval of BFBLGLV;
- to provide BFBLGLV with clippings, tapes, downloads or other records of significant public responses to the Program;
- to provide BFBLGLV with annual updates on the impact of the Program; and
- to stop any and all use of the *Buy Fresh Buy Local*[®] name, marks, and designs if so requested by FRN, PASA or BFBLGLV.

2. Terms of participation. A BFBLGLV Partner in good faith will carry out the following duties:

- Support regional publicity efforts to promote locally grown foods;
- Display BFBL Program materials only in connection with locally grown foods, goods, or services, as approved by BFBLGLV;
- Work with BFBLGLV to develop regional initiatives within the Program; and
- Participate in a year-end survey.

3. Eligibility Criteria.

Farmers:

Eligible for membership are farmers who grow or raise foods or other agricultural products (ex. wool, ornamental plants, bedding plants, Christmas trees) in the Greater Lehigh Valley primarily for consumption in this same region. Farmers with a similar local focus that reside outside the Greater Lehigh Valley may be approved for membership based on one of the following exemptions:

- A pre-existing market in the Greater Lehigh Valley;
- A product that is not readily available in the Greater Lehigh Valley; or
- The ability to significantly/uniquely stimulate the local food economy.

Please note:

- The primary market for products promoted with BFBLGLV materials must be in the Greater Lehigh Valley.
- BFBLGLV products must be traceable to a specific farm.
- BFBLGLV materials may only be used for locally grown products. BFBLGLV members that also retail non-locally produced items are expected to take care that such products are properly labeled to distinguish them from locally grown foods; for example, Missouri Peaches.
- Sustainably grown or a plan to become sustainable is preferred. BFBLGLV will work with farmers to connect with local sustainable agriculture learning groups.

Vineyards & Distilleries:

Eligible for membership are vineyards & breweries that use locally grown ingredients (grapes, hops) in their products.

Please note:

- BFBLGLV materials should be used only for items that contain locally grown ingredients. It is expected that BFBLGLV materials not be used in a misleading manner.
- BFBLGLV products must be traceable to a specific farming operation.

Farmers' Markets:

Eligible for membership are producer-only farmers' markets that include local farmers as vendors.

Please note:

- "producer-only" means that only those that actually produce the goods are permitted to sell at the market (as opposed to public markets in which non-farmers are reselling goods produced locally or otherwise). We have accepted the USDA definition of producer-only markets, which allows vendors to supplement some of the product sold; however, a market must have a written policy about supplementation, including clear labeling of the local farm source.
- Farmers' markets can use BFBLGLV materials only to promote their markets. Vendors must join individually to use signage and point of purchase materials.

Producers of Specialty Foods:

Eligible for membership are locally owned, independent producers of specialty foods that purchase ingredients from local farmers for food production.

Please note:

- The processor's primary market must be in their BFBL campaign region.
- A commitment to purchasing and promoting local foods should be a stated marketing strategy/message or value/principle of the business.
- Foods promoted with BFBL materials must contain at least one featured or primary ingredient that is grown or raised on a farm in the Greater Lehigh Valley. For example, local apples in an apple pie, or local oats in oatmeal cookies, or local carrots in carrot bread would qualify, whereas applesauce made primarily with non-local apples, or a pie made with only local butter would not qualify.

Retail Operations:

Eligible for membership are businesses that buy products from local farmers for resale.

Please note:

- A commitment to purchasing and promoting locally grown foods should be a stated marketing strategy/message or value/principle of the business.
- BFBLGLV materials should be used only for foods that feature local farm-produced ingredients. It is expected that BFBLGLV materials not be used in a misleading manner.

Restaurants and Caterers:

Eligible for membership are businesses that buy ingredients from local farmers for food preparation. For this purpose, "local" is defined as being within the Greater Lehigh Valley. Ingredients must be traceable to a specific farm.

Please note:

- A commitment to purchasing and promoting locally grown foods should be a stated marketing strategy/message or value/principle of the business.
- BFBLGLV materials should be used only for foods that feature local farm-produced ingredients. It is expected that BFBLGLV materials not be used in a misleading manner.

Institutions and Corporations:

Eligible for membership are businesses that buy ingredients from local farms for food preparation, either directly from the farm or through an intermediary. For this purpose, "local" is defined as being within the Greater Lehigh Valley. Ingredients must be traceable to a specific farm.

Please note:

- A commitment to purchasing and promoting locally grown foods should be a stated marketing strategy/message or value/principle of the business.
- BFBLGLV materials should be used only for foods that feature local farm-produced ingredients. It is expected that BFBLGLV materials not be used in a misleading manner.

4. Annual Fee. BFBLGLV Partners pay an annual licensing fee. No one will be refused due to inability to pay. Fees may be reduced in cases of financial hardship.

5. Length of contract. Payment of an annual licensing fee entitles Partners to utilize BFBLGLV brand materials for a period of one (1) year, from January 1 through December 31. After the expiration of the one-year term, BFBLGLV will send each Partner an invitation to renew participation in the Program. Partners who do not renew their participation in the Program agree to no longer display BFBL promotional signage, or use any BFBL brand materials in any type of promotional activity.

6. Decisions regarding the Program. Partners agree to abide by decisions made by FRN, PASA, and BFBLGLV concerning appropriate execution of the Program, including guidance on appropriate uses of the *Buy Fresh Buy Local*[®] name, marks, and designs.

7. Departure or removal from Program. A business may cease to be a Partner at any time by providing written notice to BFBLGLV. Partners that withdraw from the Program voluntarily shall not be entitled to any refund of fees or other payments. BFBLGLV may, at its discretion, remove a Partner from the Program by providing written notice. If BFBLGLV removes a Partner from the Program, BFBLGLV will deliver to the Partner a pro-rated share of any fees or other payments made by the Partner to BFBLGLV in anticipation of future participation in the Program.

8. Surviving commitment. Any Partner who withdraws from the Program for any reason, voluntary or involuntary, agrees to abide by Section 1 of this agreement concerning control over use of the *Buy Fresh Buy Local*[®] name, marks, and designs, and affirms that this commitment will survive indefinitely.