



BUY FRESH BUY LOCAL® of the Greater Lehigh Valley PARTNER RULES & REGULATIONS



The nationwide **Buy Fresh Buy Local®** program is managed by **Pasa Sustainable Agriculture (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. *BFBLGLV, specifically, is a program of the **Nurture Nature Center (NNC)**, a 501(c)3 environmental nonprofit.*



To be eligible to become a BFBLGLV 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: Buy Fresh Buy Local is an officially trademarked entity consisting of various TRADEMARKS, SERVICE MARKS, TRADE NAMES, LOGOS, SYMBOLS, and BRAND NAMES (referenced hereafter as “Brand & Marks”)** Pasa maintains and manages use of Brand & Marks. When using the Brand & Marks as referenced above, those using the Brand & Marks must agree to:
 - Use the most current styles (colors, fonts, etc.) to maintain the visual strength of the Brand & Marks.
 - Clear any desired modification of brand with Pasa 3 months before planned material release date;
 - Whenever feasible materials, content, and surfaces containing the Brand & Marks will include the following description: “Buy Fresh Buy Local® is a nationwide, grassroots program managed by [Pasa Sustainable Agriculture](#).”
 - Desist from any or all use of the Buy Fresh Buy Local (BFBL) name, marks and designs or any approximation of the brand if so requested by Pasa.

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);
- Consistently apply the graphic style of the BFBLGLV brand (colors, fonts, etc.) in any relevant promotional materials, in order to maintain the visual strength of the campaign (to the greatest extent feasible);
- Request to modify BFBLGLV brand materials and use only with the approval of BFBLGLV;
- Provide BFBLGLV with clippings, tapes, downloads or other records of significant public responses to the Program;
- Provide BFBLGLV with annual updates on the impact of the Program; and
- Stop any and all use of the Buy Fresh Buy Local® name, marks, and designs if so requested by 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 BFBLGLV 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- 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.
- Farms that incorporate, or are in process of incorporating, sustainable and regenerative agriculture practices in their business model are preferred.

BFBLGLV will work with farmers to connect with local sustainable agriculture learning groups.

Vineyards, Breweries & Distilleries- 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 will not be used in a misleading manner.
- BFBLGLV products must be traceable to a specific farming operation.

Farmers' Markets- producer-only farmers' markets or open air 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- 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 BFBLGLV 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 BFBLGLV 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- 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 will not be used in a misleading manner.

Restaurants and Caterers- 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 will not be used in a misleading manner.

Institutions and Corporations- 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 will not be used in a misleading manner.

4. Annual Fee: BFBLGLV Partners must pay a licensing fee every two years on a timeline that aligns with the biennial BFBLGLV Local Foods Guide publication or in installments agreed upon with the primary BFBLGLV representative. 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 bi-annual licensing fee entitles Partners to utilize BFBLGLV brand materials for a period of two (2) years that aligns with the BFBLGLV Local Foods Guide publication. For example, if the Local Foods Guide publication is for 2024-2026, the aligned contract will be from January , 2024 through December 31, 2025, unless otherwise agreed upon in writing with the BFBLGLV representative. After the expiration of the two-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 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 prorated 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.