



License Agreement
Usage of American Pecan Logos

The American Pecan Council's logo is the industry banner for pecans grown in the United States. It is a symbol of unification within the pecan industry that should represent every American pecan grower.

Including the logo on industry materials, advertising will brand messaging with a sense of quality to our consumers. Including the APC logo on packaging and point of sale at the retail level will ensure consumers that they are purchasing pecans that are 100% grown in America and must meet grades and standards that guarantee quality.

The current approved American Pecans logos can be used, as follows:

- Only use the logos as designed found within the Terms and Conditions;
- The logos cannot be edited, or distorted;
- Use logos alone. Don't combine the logos on a single graphics surface with another emblem or symbol;
- Use only reproduction quality images of the logos available from the American Pecan Council;
- When utilizing a hyperlink, always use logos with our URL and not another organization;
- Our Logos can only be used on packaging that contains 100% pecans grown in the United States.

You can use the American Pecan logos only by entering into a License Agreement with the American Pecan Council. The License Agreement consists of this document, as well as the Terms and Conditions for use of the American Pecan logos. By signing below, the parties enter into a License Agreement for the use of the American Pecan logos by acknowledging their agreement with the foregoing.

American Pecan Council

3880 Hulen Street, Suite 105

Fort Worth, TX 76107

X _____

Name: _____

Title _____

Date: _____

User: _____

Address: _____

X _____

Name: _____

Title: _____

Date: _____

Terms and Conditions

American Pecan Council Logos

A grower, handler, accumulator, sheller, importer or marketer (the “Participant”) and the American Pecan Council (“APC”) have entered into a License Agreement (the “License Agreement”) to permit the Participant to have nonexclusive use of the License Agreement by reference:

1. The Logos. The trademark that is the subject of the License Agreement are the Logos (“Logo” or “Logos”) of the American Pecan Council shown here:



2. Limited, Non-exclusive License. The American Pecan Council hereby grants to the participant a limited, non-exclusive trademark license (the “License”) to use the logo in conjunction with the Participant identifying itself as a grower, handler, accumulator, sheller, importer or marketer of those pecans that are subject of promotion by the American Pecan Council. The License is conditioned on the Participant’s continued compliance with the License Agreement. Any use by the Participant of Logos APC Logos shall insure the benefit of the APC. Participant hereby assigns to the APC all right, title and interest in and to any good will of Participant that is or becomes associated with the Logos. The License does not include the right to sublicense the Logos or any part of a logo, and the License does not include the right to assert any rights in the Logos against others.
3. Reservation of Rights. The APC reserves all of the rights in the Logos that are not expressly granted in the License. The rights to the APC include, but are not limited to, the right to use the Logos to identify other growers, handlers, accumulators, shellers, importers or marketers of pecans whether or not they are the subject of promotion by the APC in addition, the rights reserved to the APC include, but are not limited to the right to use the Logos to identify the source or origin of good as well as services, such as association services.

4. Review and Approval. Prior to any particular use of the Logos by or on behalf of the Participant under the License, the Participant shall provide the APC at Participant's cost with a specimen on the Participant's intended use of the Logos. Participant shall not make any particular use of the Logos under the License without the prior written authorization of the APC. Participant shall not expect specimens to be returned. APC's approval of any particular use by Participant of the Logos under the License may be withheld or withdrawn by the APC in its sole and absolute discretion.
5. Representations, Warranties and Covenants.
 - a) The Participant acknowledges that Participant is a grower, handler, accumulator, sheller, importer or marketer or pecans that are the subject of promotion by the APC ("Participation"). Should Participant ever cease Participation during the Term of the License, then Participant shall immediately provide written notice of such to the APC.
 - b) The Participant acknowledges that among other things, the Logos functions as a trademark to identify growers, handlers, accumulators, shellers, importers or marketers of those pecans that are the subject of promotion by the APC. In addition, the Participant acknowledges that among other things, the Logos function as a trademark to identify the APC as the source or origin of services, such as association services.
 - c) The Participant acknowledges that the APC is the exclusive owner of all right, title, and interest, including copyright and trademark rights, in and to the Logos. The Participant will not, directly or indirectly, challenge the ownership, enforceability or validity of the APC's rights, in the Logos, or any of the components of the Logos... The Participant will not, directly or indirectly, file a petition for cancellation of any trademark for he Logos or any component of the Logos.
 - d) Any use of these Logos by or on behalf of the Participant during the Term of the License shall be in compliance with the guidelines for use of the Logos published on www.americanpecan.com. The APC may update the guidelines from time, in its sole and absolute discretion.
 - e) The Participant shall use the Logos only as described in the License Agreement, and only for the purpose of identifying itself as a grower, handler, accumulator, sheller, importer or marketer of those pecans that are subject of promotion by the APC.
 - f) No alteration of the Logos may be made by or on behalf of the Participant.
 - g) Participant has the authority to execute, deliver and perform its obligations under the License Agreement, and is duly organized or formed and validly existing and in good standing under the laws of the state of its incorporation or formation.
 - h) Participant will comply with all treaties, laws, rules, regulations and orders, in any jurisdiction in which it conducts business.
 - i) Notwithstanding anything to the contrary herein, APC makes no representation or warranty to Participant regarding the right to use the Logos. APC will not indemnify or otherwise defend or hold harmless Participant losses, costs or damages that may result from any claims against Participant, including claims of infringement. APC however, reserves the right to enter and conduct the defense in any claim infringement.

6. Term. The term of the License (the “Term”) shall begin on the date the Participant signs the License Agreement or the date the APC signs the License Agreement, whichever is later, and shall run until it is terminated by the APC in its absolute and sole discretion. The APC may terminate the License without cause on thirty (30) days advanced written notice to Participant, or immediately upon Participant’s breach of the License Agreement (which, for the avoidance of doubt, includes, but is not limited to, breach of these Terms and Conditions or breach of the APC guidelines found and at www.americanpecan.com. Upon termination of the License by APC, Participant shall cease all use of Logos. Termination of the License by APC shall not relieve the obligation of Participant to perform the balance of this License Agreement in good faith.
7. Royalty-free. The License is royalty-free. Should the Participant desire to use the Logos or any portion thereof in any manner other than is permitted herein, then the Participant shall not do so unless Participant and APC first enter into a separate, written license agreement. The separate license agreement shall bear a royalty at a rate agreed by the parties at the time they enter into the separate agreement.
8. Records. Participant shall keep accurate books and records to substantiate each use of the Logos. Upon request from time-to-time by the APC to Participant, Participant shall provide to the APC access to records so that APC may determine that Participant’s use of the Logos is in compliance with the License Agreement.
9. Notice of Violation. Participant shall immediately inform APC by notice in writing of any suspected or accused (a) violation of any treaty, law, rule, regulation or order associated with any product or service of Participant that is associated with the Logos, (b) infringement of rights in the Logos, (c) deficiency in APC ownership or right to enforce any copyright or trademark associated with the Logos, and (d) effect in the validity of any copyright or trademark associated with the Logos.

10. Indemnification

- (a) Participant shall indemnify, defend and hold harmless APC and its directors, members, officers, participants, employees and agents (“APC Indemnified Parties”) from and against any and all claims, allegations, demands, suits, actions, judgments, costs and liabilities (including attorneys’ fees and experts’ fees) (each, an “Indemnified Loss”), arising out of a relating to: (i) intentional, negligent or willful misconduct of Participant or Participant’s agents or employees; (ii) breach by Participant of any clause, term or provision of this License Agreement; (iii) any defective goods or services associated with the Logos, (iv) any goods or services associated with Logos that infringe or violate patent, copyright, trademark, or right of third party, or misappropriates a trade secret of any third party. Participant shall pay all costs incurred and damages awarded by APC Indemnified Parties associated with any Indemnified Loss.
- (b) In the event Participant (the “Indemnifying Party”) is obligated to indemnify the APC under this License Agreement, this obligation is contingent upon the Indemnified Party providing the Indemnifying Party with prompt written notice of any claim for which indemnification is required, tendering the defense of any such claim to the Indemnifying Party, and providing full cooperation for such defense at the Indemnifying Party’s expense. The Indemnified Party shall not settle a claim without the Indemnifying Party’s prior written approval. The Indemnified Party may participate in any such defense or settlement with counsel of its own choosing at its expense.

11. Notices. Any notice or communication to be given shall be sent by first class mail or by overnight carrier to the addresses specified in the signature block of the License Agreement. Any party may change its notice address from time-to-time by notice in writing to the other party.

12. General. This License Agreement shall be construed in accordance with the laws of Texas as if it had been made and performed therein, without regard to its laws of conflicts of laws. Sections 3, 5, 9 – 11 of these Terms and Conditions shall survive any expiration or termination of the Term or of this License Agreement. This License Agreement is personal to the Participant and shall not be assigned, and duties shall not be delegated, without the prior, express written consent of the APC whose consent may be withheld in the sole and absolute discretion of the APC. The APC shall be entitled to assign the License Agreement along with assignment or exclusive license of all substantial rights in the Logos to another. This License Agreement, including these Terms and Conditions and any applicable APC guidelines found at www.americanpecan.com, together constitute the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes all previous representation, understandings and/or agreements, oral or written between the parties with respect to the subject matter hereof, and cannot be altered, modified, or amended except by a written document duly executed by the parties hereto. If any term or provision of this License Agreement shall be held to be invalid or unenforceable by a court of competent jurisdiction, then such term or provision shall be reformed or severed to the extent necessary to make the License Agreement valid and enforceable, so long as the original intent of the parties preserved.