



# Colorado Forest Products License Agreement

Please fill out and return to:

Colorado Forest Products

P.O. Box 33

Lafayette, CO 80026

Attn: Jeff Thomas

[www.coloradoforestproducts.org](http://www.coloradoforestproducts.org)

[jthomas@neodial.com](mailto:jthomas@neodial.com)

The **Colorado Forest Products Marketing Initiative** is a program for businesses, organizations and individuals growing, producing and/or selling wood products from forest health, restoration and/or hazardous fuels reduction efforts on Colorado's public or private forestlands. There is no cost to participate in the program. Colorado Forest Products was developed by the Colorado State Forest Service and the USDA Forest Service to promote the production, marketing and utilization of Colorado's forest and wood products economies. The Colorado State Forest Service (CSFS) is herein referred to as the **Licensors**. Organizations, businesses and individuals who agree to comply with the terms and conditions set forth herein, are authorized to use the Colorado Forest Products series of logos, brands and related materials.

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## Organization, Business or Individual

herein referred to as **LICENSEE**, desires to participate in the **Colorado Forest Products Marketing Initiative**. Effective on the subscribed date, in consideration of receipt of the CFP logo, brand and related materials, the **LICENSEE** agrees to the following terms and conditions.

### 1. Use of logo, brand, name and related materials

**LICENSOR** grants to **LICENSEE**, its agents and employees a non-exclusive, nontransferable, royalty-free right to use the program logo and related materials in accordance with, and in the form and manner described in the **Logo Use Guidelines**, a copy which is attached and made part hereof by reference, as such guidelines may be amended from time to time. **LICENSEE** must submit a written request to the Colorado State Forest Service and receive permission to use said logo in a form or manner other than described in the **Logo Use Guidelines**.

### 2. Quality Maintenance Standards

**A. LICENSEE** shall cooperate with **LICENSOR** in assuring proper use of the program logo and related materials, in accordance with the **Logo Use Guidelines**. Such cooperation shall include the completion of surveys related to logo use and providing **LICENSOR** with examples of use of the CFP logo and related materials upon request.

Licensees/companies must submit to Licensor designs for all intended uses of logo and name for approval prior to production. Licensor has final approval rights for all intended uses of logo and name. **LICENSEE** shall comply with all applicable laws and regulations and obtain all appropriate government approvals pertaining to packaging, advertising or promotional materials bearing the CFP logo. **LICENSEE** shall use the CFP logo only in such a manner that promotes Colorado forest management in a positive, non-partisan manner.

**B. LICENSEE** assures and guarantees that at least 50% of all wood material used in the processing and manufacture of products sold under this marketing program is from Colorado forest health, restoration and/or fuels reduction efforts.

### 3. Termination

**A. LICENSOR** may terminate this agreement with thirty (30) days written notice to **LICENSEE** upon completion of the Colorado Forest Products Marketing initiative.

Upon such termination, **LICENSEE** shall in a timely manner discontinue all use of the

CFP logo and related materials, and delete the same from its promotional, packaging, advertising, selling and other printed materials.

**B. LICENSOR** may terminate this agreement with thirty (30) days written notice to **LICENSEE** for breach of any of the provisions of this agreement by **LICENSEE**. Upon such termination, **LICENSEE** shall immediately discontinue all use of the CFP logo and related materials, and delete the same from its promotional, packaging, advertising, selling and other printed materials and destroy all printed materials bearing the CFP logo and any related materials.

***Please Note: The information provided below will only be used by the Colorado State Forest Service to assist you with your marketing efforts and will not be provided to any third parties.***

**Type of Product criteria under which Colorado Forest Products logo/brand will be used (Please mark all that apply. This section is used for classification on our Web site.)**

- Firewood
- Post and Poles
- Furniture
- Sawmill products
- Specialty products
- Log homes and log home construction materials
- Blue-stained (beetle-kill) specialty products

**Please list your products, as you would like them to appear on the Web site:**

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**Signature and Authorization Sheet**

**I/We**, the undersigned below, do hereby agree to the terms and conditions of the **Colorado Forest Products License Agreement** and thus agree to abide by the standards and specifications set forth in the **Logo Uses Guidelines**. **Please sign and keep a copy of the license agreement for your records.**

\_\_\_\_\_  
**For Licensee (Business, Organization or Individual)**

\_\_\_\_\_  
**By (Authorized Signature) Date**

\_\_\_\_\_  
**Name/Title of Person Signing (print) Date**

\_\_\_\_\_  
**Address City/State/Zip**

\_\_\_\_\_  
**Phone E-Mail Web Site**



## Colorado Proud Licensing/Participation Instructions

The following information is used for participating in the **Colorado Proud** program, which is run by the Colorado Department of Agriculture and is also free to businesses or persons who create wood products in Colorado. If you wish to participate in Colorado Proud please fill out and return these pages. Colorado Forest Products staff will complete your entry in the Colorado Proud program, which will contact you by e-mail or postal service. Sign and keep a copy of the license agreement for your records.

### Type of Company (Please mark all that apply):

Retailer  Grower  
 Wholesaler  Packer/Shipper  
 Distributor  Secondary Processor  
 Primary Processor

Would you like to be included in our online database?  Yes  No

### Company Information (Optional):

| Year Established _____                 | Year of First Export _____                           | Minority Owned? Yes/No                             |
|--|--|--|
| Number of Employees                    | Annual Sales   | Export Sales                                       |
| <input type="checkbox"/> Not Disclosed | <input type="checkbox"/> Not Disclosed               | <input type="checkbox"/> Not Disclosed             |
| <input type="checkbox"/> 1             | <input type="checkbox"/> Under \$25,000              | <input type="checkbox"/> Do Not Export             |
| <input type="checkbox"/> 2 – 4         | <input type="checkbox"/> \$25,000 - \$49,999         | <input type="checkbox"/> None but Interested       |
| <input type="checkbox"/> 5 – 9         | <input type="checkbox"/> \$50,000 - \$99,999         | <input type="checkbox"/> Under \$25,000            |
| <input type="checkbox"/> 10 – 24       | <input type="checkbox"/> \$100,000 - \$499,999       | <input type="checkbox"/> \$25,000 - \$49,999       |
| <input type="checkbox"/> 25 – 49       | <input type="checkbox"/> \$500,000 - \$999,999       | <input type="checkbox"/> \$50,000 - \$99,999       |
| <input type="checkbox"/> 50 – 99       | <input type="checkbox"/> \$1,000,000 - \$ 9,999,999  | <input type="checkbox"/> \$100,000 - \$499,999     |
| <input type="checkbox"/> 100 – 249     | <input type="checkbox"/> \$10,000,000 - \$49,999,999 | <input type="checkbox"/> \$500,000 - \$999,999     |
| <input type="checkbox"/> 250 – 499     | <input type="checkbox"/> \$50,000,000 - \$99,999,999 | <input type="checkbox"/> \$1,000,000 - \$9,999,999 |
| <input type="checkbox"/> Over 500      | <input type="checkbox"/> Over \$100,000,000          | <input type="checkbox"/> Over \$10,000,000         |

Type of Business Geographic Export Market Market Segments

Agent  Local  Bulk  
 Broker  Front Range  Direct to the Public  
 Distributor  Statewide  Mail Order  
 Manufacturer  Rocky Mountain Region  Retail  
 Packer  National  Wholesale  
 Primary Processor  Worldwide  Private Label  
 Grower  Other \_\_\_\_\_  
 Gift  Retailer  Wholesaler

## License Agreement

The Colorado Proud program was developed by the Colorado Department of Agriculture (CDA) to promote the production and consumption of Colorado food and agricultural products. CDA is herein referred to as the LICENSOR. Organizations and individuals who agree to comply with the terms and conditions set forth herein are authorized to use the Colorado Proud series of logos and related materials.

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*(organization or individual's name)*

herein referred to as LICENSEE, desires to participate in the Colorado Proud program. Effective on the subscribed date, in consideration of receipt of the program logo and related materials, LICENSEE agrees to the following terms and conditions:

### 1. Use of Program Logo and Related Materials

LICENSOR grants LICENSEE, its agents and employees a non-exclusive, non-transferable, royalty-free right to use the program logo and related materials in accordance with, and in the form and manner prescribed in the Logo Use Guidelines, a copy of which is attached and made a part hereof by reference, as such guidelines may be amended from time to time. LICENSEE must submit a written request to the Colorado Department of Agriculture and receive written permission to use the logo in a form or manner other than the way prescribed in the Logo Use Guidelines.

### 2. Quality Maintenance Standards

LICENSEE shall cooperate with LICENSOR in assuring proper use of the program logo and related materials, in accordance with the Logo Use Guidelines. Such cooperation shall include the completion of surveys related to logo use and providing LICENSOR with specimens of use of the program logo and related materials upon request. LICENSEE shall comply with all applicable laws and regulations and obtain all appropriate government approvals pertaining to packaging, advertising or promotional materials bearing the program logo. LICENSEE shall use program logo only in such a manner that promotes Colorado agriculture in a positive, non-partisan manner.

### 3. Termination

A. LICENSOR may terminate this agreement with thirty (30) days written notice to LICENSEE upon completion of the Colorado Proud program. LICENSEE may terminate this agreement upon thirty (30) days written notice to LICENSOR. Upon such termination, LICENSEE shall in a timely manner discontinue all use of the program logo and related materials, and delete the same from its promotional, packaging, advertising, selling and other printed materials.

B. LICENSOR may terminate this agreement with thirty (30) days written notice to LICENSEE for breach of any of the provisions of this agreement by LICENSEE. Upon such termination, LICENSEE shall immediately discontinue all use of the program logo and related materials, and delete the same from its promotional, packaging, advertising, selling and other printed materials and destroy all printed materials bearing the program logo and any related materials.

**Please note:** *The information provided below will only be used by the Markets Division staff to assist you with your marketing efforts and will not be provided to third parties.*

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FOR LICENSEE (ORGANIZATION OR INDIVIDUAL)

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BY (AUTHORIZED SIGNATURE) DATE

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NAME AND TITLE OF PERSON SIGNING (please print)