



DEMETER ASSOCIATION, INC.
For Certification of BIODYNAMIC® AGRICULTURE

TERMS OF AGREEMENT – FARM

1. **Demeter Association, Inc.** (Contractor) hereby grants to (Licensee - *Operator and Company Name*) the right to use the Contractor's DEMETER® and BIODYNAMIC® certification marks and language on qualifying products. The Contractor certifies these products as meeting its Guidelines and Standards for Farm Production. Packaging, processing, and/or handling done by the Licensee or subcontracted by the Licensee must be approved under a separate agreement with the Contractor.
2. The Licensee understands that this right to use said marks and language are owned solely by the Contractor and are not transferable by Licensee to any other entity who further processes and/or packages the product, and Licensee assumes responsibility of so notifying customers and potential customers of this.
3. This agreement is granted pending the results of annual application, and inspection of land, facilities, administrative procedures, and audit trail.
4. In consideration of rights granted, the Licensee will pay to the Contractor annual fees as outlined in the Fee Schedule in effect at the time fees are due, plus all costs of annual inspection, as well as possible testing and/or audit costs. Payment of annual renewal fees and licensing fees are due at the time that the annual certification renewal is due.
5. The Contractor will:
 - a. provide Licensee with Farming Guidelines and Standards, which may be periodically updated.
 - b. provide renewal application forms to Licensee, review the information thereon, arrange an inspection visit with a qualified inspector, and determine suitability of licensing.
 - c. upon granting of certification, provide Licensee with a Certificate, shipping certificates (as requested), guidelines for labeling, and ready artwork for the certification mark.
 - d. respond to industry and public requests for confirmation of certification.
 - e. maintain confidentiality of farming and facility information provided by Licensee.
 - f. within the context of its resources, work to raise industry and public awareness of the certification mark.
6. The Licensee will:
 - a. comply with the Guidelines and Standards established by the Contractor.
 - b. conduct itself in a manner supportive of the reputation and integrity of the certification process in its business, technical, and professional dealings.
 - c. establish and maintain complete and adequate records for the purpose of providing an audit trail that enables the product to be traced from sales of produce back to harvested crops and will make said records available to the Contractor and its agents upon request.
 - d. cooperate with audit and/or testing procedures should a question arise as to compliance with the Guidelines.
 - e. notify the Contractor immediately in the event of a change in circumstance which may jeopardize Licensee compliance with Contractor Guidelines and any changes in information initially supplied by Licensee.
 - f. affix Contractor certification mark and/or language to all products qualifying for same and to related documents involved in sale, trading and advertising of the product(s) and will submit same to Contractor for approval before printing or publication.
 - g. comply with all local, regional, state, and Federal laws and industry standards governing the production operation and the product.
 - h. notify the Contractor immediately of any change in source of materials used for production.
 - i. allow Contractor, or agent authorized on behalf of Contractor, access to all production areas, facilities, and audit documents, including non-certified areas, facilities and records, at any reasonable time without prior notice whenever Contractor requests such access.



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FOR DEMETER ASSOCIATION:

Name: Evrett Lunquist

Signature:

Date:

Title: Executive Director