



# PRODUCT DATA SHEET

is a registered trademark of the Virginia Department of Agriculture and Consumer Services (VDACS). Please complete the Product Data Sheet, sign the Memorandum of Understanding and return to:

## Virginia Department of Agriculture and Consumer Services

Virginia's Finest Administrator – Division of Marketing • 102 Governor St., Richmond, VA 23219 • [olivia.wilson@vdacs.virginia.gov](mailto:olivia.wilson@vdacs.virginia.gov)

After approval from the **department**, you will receive written authorization for using the trademark. If you have questions, call **800.284.9452**.

Date: \_\_\_\_\_ Company/Firm Name: \_\_\_\_\_

Company/Firm Web Site: \_\_\_\_\_

Company Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Company Physical Address: \_\_\_\_\_

City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Company Mailing Address (if different): \_\_\_\_\_

City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Company Telephone: ( ) \_\_\_\_\_ - \_\_\_\_\_ FAX: ( ) \_\_\_\_\_ - \_\_\_\_\_ E-mail: \_\_\_\_\_

Type of Business – Please Check Appropriate Categories

Processor	<input type="radio"/>	Packer	<input type="radio"/>	Wholesaler	<input type="radio"/>	Shipper	<input type="radio"/>
Producer	<input type="radio"/>	Retailer	<input type="radio"/>	Distributor	<input type="radio"/>	Other (list)	<input type="radio"/> _____

How long have you been in business? \_\_\_\_\_

How long have you been selling the product(s) you want to include in the program? \_\_\_\_\_

Your processing facility must be inspected by VDACS. Do you have a current inspection?  Yes  No

Name of your VDACS inspector: \_\_\_\_\_

Geographic origin of raw product: \_\_\_\_\_ Where are products processed? \_\_\_\_\_

Company name, if applicable: \_\_\_\_\_ Company name, if applicable: \_\_\_\_\_

Physical address: \_\_\_\_\_ Physical address: \_\_\_\_\_

Where are products packaged? \_\_\_\_\_ Company name, if applicable: \_\_\_\_\_

Physical address: \_\_\_\_\_

How are your products distributed?  Broker  Direct  Distributor  Wholesaler

Company name: \_\_\_\_\_

Physical address (add additional sheet if necessary): \_\_\_\_\_

States where marketed: \_\_\_\_\_

Would you like to be contacted by our International Marketing Office?  Yes  No

Describe how the trademark will be used by your firm. (Include the present or proposed sample of label, packaging, etc. if applicable.)

\_\_\_\_\_  
\_\_\_\_\_

List all products to be included in the "Virginia's Finest" trademark program. (Use a separate sheet if necessary.)

Brand Name	Product	Product Description
_____	_____	_____

How did you learn about the Virginia's Finest Trademark Program? \_\_\_\_\_



# Virginia's Finest

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the Division of Marketing, Virginia Department of Agriculture and Consumer Services (DEPARTMENT), and \_\_\_\_\_ (APPLICANT), a person or entity doing business in the Commonwealth of Virginia, whose address is \_\_\_\_\_

APPLICANT has applied to the DEPARTMENT for the privilege of using the "Virginia's Finest" trademark in connection with products and/or brand names owned by APPLICANT as listed on the APPLICANT'S Product Data Sheet incorporated herein.

Now therefore in consideration of mutual agreements, covenants, and conditions herein set forth, parties agree as follows:

1. The "Virginia's Finest" trademark may be used by APPLICANT only for products that meet the quality standards established by the Policy Memorandum number under which APPLICANT applied. As products meeting the standards are added and deleted, the DEPARTMENT shall be notified in writing by the APPLICANT.
2. The DEPARTMENT hereby grants APPLICANT the right to use the "Virginia's Finest" trademark on APPLICANT'S labels, packages, sales promotion and merchandising materials displaying letter styles, color, and designs outlined in the "Virginia's Finest" trademark manual. Label design and trademark usage must be approved by the DEPARTMENT prior to printing labels.
3. The APPLICANT agrees that should any product of APPLICANT for which APPLICANT is using the "Virginia's Finest" trademark not conform to established standards, upon written notice by the DEPARTMENT to such effect, APPLICANT shall discontinue further use of the DEPARTMENT'S trademark.
4. The APPLICANT agrees to indemnify and hold harmless the DEPARTMENT and Commonwealth of Virginia from and against all claims, actions, damages, costs, expenses, and liability whatever arising out of, or in connection with, any breach of this MOU by APPLICANT. The DEPARTMENT is not responsible for any claims arising from the sale of any harmful or defective products or failure to comply with laws.
5. The DEPARTMENT shall have the right to make changes to the requirements and conditions of the trademark program as it deems necessary.
6. The APPLICANT agrees that the DEPARTMENT'S trademark does not constitute any type of endorsement by either the DEPARTMENT or the Commonwealth of Virginia.
7. The DEPARTMENT reserves the right to cancel this agreement at any time.
8. The APPLICANT agrees to let the DEPARTMENT use APPLICANT'S company/product name for promotional purposes including, but not limited to, directories, advertisements, brochures, Internet, catalogs, and displays.

**DIVISION OF MARKETING  
VIRGINIA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES**

\_\_\_\_\_  
Director, Division of Marketing

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title