



Kentucky Proud® Merchandise Logo License Application

Section 1: Applicant Information

Legal Business Name:

DBA (*Doing Business As*) if applicable:

Business Structure:

☐ Sole Proprietorship ☐ LLC ☐ Corporation ☐ Partnership ☐ Nonprofit ☐ Other:

Kentucky Proud No. (*if applicable*):

Federal EIN:

Secretary of State Registration No.:

EZ Vendor No.

Primary Contact Name:

Title:

Mailing Address:

Street

City

State

Zip Code

Business Address:

Street

City

State

Zip Code

Business Phone:

Cell Phone:

Email:

Website:

Social Media Accounts:

Facebook:

Instagram:

X:

Other:

Section 2: Business Information

Years in Operation:

Provide a brief description of your business and how it is connected to Kentucky agriculture:



Kentucky Proud® Merchandise Logo License Application

Have you ever had a trademark or licensing agreement with anyone and if so, did it have a provision of paying royalties? Yes No

Have you previously operated under a trademark or licensing agreement with the Kentucky Department of Agriculture? Yes No If yes, **provide the date and status of the agreement:**

Has a trademark or licensing agreement involving your business ever been terminated, revoked or canceled beyond natural expiration? Yes No If yes, please explain:

Section 3: Royalty Acknowledgement

Royalty fees are calculated based upon gross sales revenue generated from licensed merchandise.

(Gross sales revenue is the amount invoiced, billed, charged, received, or otherwise earned by Licensee, whether collected or uncollected, from the sale, distribution, or other transfer for value of merchandise bearing the Kentucky Proud® name, logo, trademark, or other licensed intellectual property, without deduction of any kind except as expressly permitted herein.)

Applicant Classification:

☐ Kentucky Proud Member – 5% Royalty ☐ Commercial Vendor – 15% Royalty

Applicant acknowledges the following:

1. Royalties are calculated from gross sales revenue
2. Royalty reports must be submitted in accordance with Kentucky Proud requirements
3. Kentucky Proud reserves the right to audit books, records, inventory records, and sales documentation related to licensed merchandise sales
4. Applicant will maintain records sufficient to verify royalty obligations for a 3-year period
5. Failure to report or pay royalties may result in license termination and may be considered a breach of contract resulting in civil action taken by Kentucky Proud® to recover royalties due and owing. Applicant further agrees to pay all costs and attorney's fees associated with collecting unpaid royalties that are lawfully due and owing to Kentucky Proud®.

Initial



Kentucky Proud® Merchandise Logo License Application

Section 4: Compliance Certification

Applicant certifies the following statements:

1. They have reviewed all Kentucky Proud® brand standards
2. Approval is granted on an item-by-item basis
3. Approval of one item does not constitute approval of future merchandise
4. Product modifications require separate approval
5. All final proofs must receive written approval from Kentucky Proud® prior to manufacture
6. Kentucky Proud® may require revisions or reject submissions
7. Kentucky Proud® retains sole discretion to approve or deny merchandise
8. Kentucky Proud® may revoke approval if merchandise no longer complies
9. Unauthorized use of the Kentucky Proud® brand may constitute trademark infringement
10. Applicant agrees Kentucky Proud® may inspect records relating to royalty obligations
11. Applicant agrees to comply with all applicable state and federal laws

Initial

Section 5: Prohibited Merchandise Acknowledgement

Applicant acknowledges the following merchandise categories are prohibited:

1. Political merchandise
2. Campaign merchandise
3. Advocacy or lobbying merchandise
4. Tobacco products
5. Controlled substances or drug paraphernalia
6. Obscene materials
7. Hate speech or discriminatory content
8. Graphic violence imagery
9. Counterfeit or unlawful products
10. Merchandise infringing third-party intellectual property rights
11. Merchandise falsely implying government endorsement
12. Merchandise that damages, tarnishes, disparages, dilutes, or adversely affects the Kentucky Proud® brand
13. Merchandise deemed inconsistent with Kentucky Proud® mission, values, or objectives

Kentucky Proud® reserves sole and absolute discretion to determine whether merchandise is prohibited.

Initial



Kentucky Proud® Merchandise Logo License Application

Section 6: Brand Protection Acknowledgement

Applicant acknowledges Kentucky Proud® retains sole discretion to deny, suspend, revoke, or terminate approval of merchandise that Kentucky Proud® determines may harm the reputation, goodwill, mission, integrity, or public perception of the Kentucky Proud® brand. Applicant further acknowledges each merchandise product must be approved individually by Kentucky Proud® and approval of any one product does not create a continuing right to utilize Kentucky Proud® intellectual property for that or any other product.

Initial

Certification and Signature

I certify all the information submitted is true and complete.

I understand submission of this application does not constitute approval or issuance of a license.

I understand no merchandise may be manufactured, advertised, or sold utilizing Kentucky Proud® intellectual property until a separate licensing agreement has been fully executed.

I acknowledge Kentucky Proud® retains sole discretion regarding approval decisions.

Applicant Signature:

Printed Name:

Title:

Date:



Kentucky Proud® Merchandise Logo License Application Addendum

A completed Addendum for each proposed item is required.

Is this submission a new product or modification of a previously approved product?

☐ New product ☐ Modification of a Previously Approved Product

Product Name:

Product Category (choose one of the following):

- | | |
|--|--------------------------------------|
| ☐ Apparel | ☐ Accessories |
| ☐ Drinkware | ☐ Décor |
| ☐ Home Goods | ☐ Other |
| ☐ Promotional Items | |

Detailed Product Description:

Material Composition:

Manufacturing Location:

Business Name

City

State

Retail Price Per Unit: \$

Estimated First-year Units Sold:

Estimated Launch Date:

Sales Channels (*choose all that apply*):

- ☐ Retail Store
- ☐ Website (*provide URL*)
- ☐ Amazon
- ☐ Events
- ☐ Wholesale
- ☐ Other



Kentucky Proud® Merchandise Logo License Application Addendum

Kentucky Proud® Logo Usage Request

Please review the Kentucky Proud Logo Guidelines [here](#).

Which approved Kentucky Proud® logo variation will be used?

Kentucky Proud®

Homegrown Heroes®

☐ Appalachia Proud®



Describe all other logos, slogans, or trademarks appearing on the merchandise :

Required Attachments:

- ☐ Product Mockup
- ☐ Digital Artwork Proof
- ☐ Packaging Proof (*if applicable*)