



Buy Fresh Buy Local Member Agreement

April 2020

Buy Fresh Buy Local® chapters nationwide work to strengthen local food systems and increase the viability of local, independent farms. Community nonprofits, co-ops, agricultural agencies, engaged citizens, and municipalities with the shared mission of expanding the market for locally produced food collaborate to form Buy Fresh Buy Local® chapters. Chapters across the country combine common branding with the ongoing curation of guides, product labels, promotions, and events, to build a network of communities that prioritize and celebrate their local farmers.

Buy Fresh Buy Local® empowers community members to engage with their local agricultural system, and make decisions with their food dollars that help it to thrive. Thriving local farms translate to increased resilience of our natural systems, economy, and communities at large. As a Buy Fresh Buy Local® member, you join a premier group of producers, markets and retailers dedicated to promoting local foods and transforming your community.

The Buy Fresh Buy Local® ("BFBL") brand is owned and trademarked by the Pennsylvania Association for Sustainable Agriculture (PASA), and administered through Buy Fresh Buy Local LLC. As the Chapter Affiliate, Buy Fresh Buy Local® Virginia determines eligibility requirements and participation rules and regulations for businesses in their region that wish to participate in the program as Members.

Membership

BFBL Members own, operate, or otherwise represent a business operating within the Virginia boundaries that sells locally grown food. For the purpose of BFBL, locally grown food is defined as food grown within Virginia, or products with at least one primary locally-grown ingredient.

BFBL Members receive the following benefits:

- Participation in a nationally recognized brand that supports local producers and builds community within the local food system Profile in annual print guide (if applicable)
- Online profile on BFBL Virginia website utilizing the MarketMaker platform.
- Use of Buy Fresh Buy Local graphics
- Invitations to BFBL Virginia community events (if applicable)
- Promotion through BFBL Virginia media channels

Eligibility & Agreement

Category Definitions: All potential BFBL Members must be located within the BFBL Virginia boundaries of the Commonwealth of Virginia. Members are divided into two categories: Producers and Purveyors.

LOCAL FOOD PRODUCER

Business Type:

- ❑ **Farm:** Operators who grow or raise food or other agricultural products (ex. fiber, nursery plants, Christmas trees) for sale to the public, including: Family Farms, Orchards, Fisheries, Apiaries, CSAs, Farm Stands, U-Pick.
 - ❑ **Agritourism:** These are farms that are open to the public for shopping, tours, and events.
- ❑ **Specialty Food / Value-Added Producer:** Businesses that use locally-grown ingredients to create new products like jams, jellies, breads and baked/prepared goods, cured meats, fermented vegetables, kombucha, etc. A primary ingredient (ie, apples in applesauce or oats in oatmeal cookies) must be a locally-grown product.
- ❑ **Specialty Beverage Producer:** Businesses that use locally-grown ingredients (ie, grapes, hops, apples) for wine, beer, cider and spirits

Expectations of Producer Members:

- BFBL products must be traceable to a specific farm/business.
- BFBL graphic materials may only be used for locally grown products. BFBL members that also retail non-locally produced items are expected to take care that such products are properly labeled to distinguish them from locally grown foods; for example: Missouri Peaches.
- Follows agricultural best management practices or plans to incorporate such practices is preferred.
- BFBL Member agrees to play an active role in the BFBL Virginia by taking ownership of the program through the use of logo and label graphics, communicating with Chapter coordinators and sharing with others the Buy Fresh Buy Local brand.

Producer Pledge

As a proud member of Buy Fresh Buy Local Virginia, {this farm/business} has pledged to be a transparent source of locally-grown and raised food products for our community. We believe in taking care of the land by using agricultural best management practices, actively participating in our local community and providing nutrient dense and fresh food to our neighbors. By farming with the larger agro-ecosystem in mind, we are:

- *Being good stewards of the land through building soil health, protecting water quality and creating beneficial habitat for wildlife*
- *Working with other farmers and engaging with the local community to shape an inclusive and robust food system*
- *Respecting family members and farm workers, ensuring a safe work environment and a living wage.*
- *Supporting agricultural markets and infrastructure that encourages farms to thrive*
- *Strengthening our region's food security and finding ways to reduce food waste.*
- *Celebrating the unique culture and history of Virginia.*

LOCAL FOOD PURVEYOR

- ❑ **Farmers Markets:** A physical space that operates during a specific day and time where farmers and vendors sell food products and other items directly to consumers. Farmers Markets are not required to be 'producer-only' but BFBL does request that non-locally grown products be clearly labeled as such.
- ❑ **Grocers and Retailers:** Grocery stores, co-ops, butcher shops, markets, stores that commit to buying and stocking their shelves with locally-grown products.
- ❑ **Restaurants and Caterers:** Restaurants, caterers, personal chefs that commit to providing their customers with locally-grown foods.
- ❑ **Aggregators, Distributors and Institutions:** food hubs, food ports, food banks, delivery businesses and larger scale purchasers who purchase locally-grown products.

Description of Expectations

- a. BFBL products must be traceable to a specific farm/business.
- b. BFBL graphic materials may only be used for locally grown products. BFBL members that also retail non-locally produced items are expected to take care that such products are properly labeled to distinguish them from locally grown foods; for example: Missouri Peaches.
- c. BFBL Member must have a commitment to purchasing local products and strive to increase purchasing power. BFBL Member has a stated business value of promoting local products and supporting the local agricultural community.
- d. BFBL Member agrees to play an active role in the BFBL Virginia by taking ownership of the program through the use of logo and label graphics, communicating with Chapter coordinators and sharing with others the Buy Fresh Buy Local brand.

Purveyor Pledge

As a proud member of Buy Fresh Buy Local Virginia, {this establishment} has pledged to prioritize sourcing products and ingredients from farmers and food producers within Virginia. We will promote these efforts honestly and transparently, and will continually work to strengthen our local sourcing practices. By purchasing from our farmer-neighbors, we are:

- *Providing our customers the freshest, most delicious food available.*
- *Protecting our region's land, air and water.*
- *Building prosperity in our community and fueling a more resilient local economy by purchasing from local farmers and producers.*
- *Strengthening our region's food security and finding ways to reduce food waste.*
- *Celebrating the unique culture and history of Virginia.*

TERMS OF PARTICIPATION

Duties: A BFBL Member in good faith will carry out the following duties:

1. Agree to act in accordance to the BFBL Member Pledge;
2. Support regional publicity efforts to promote locally grown foods;
3. Display BFBL Program materials only in connection with locally grown foods, goods, or services, as approved by BFBL;
4. Participate in an annual survey.

Use of Trademarks: The success of the program rests on coordinated use of the *Buy Fresh Buy Local*® name and distinctive graphic marks. PASA, and on its behalf, BFBL, LLC and BFBL Virginia, retain ultimate control over use of the *Buy Fresh Buy Local*® name, marks, and designs. BFBL Virginia Members:

- shall use official logos, labels, graphics, tag lines, website URLs, and other information provided in any public description of or reference to the Program (to the greatest extent feasible);
- shall consistently apply the graphic style of the BFBL brand (colors, fonts, etc.) in any relevant promotional materials, in order to maintain the visual strength of the campaign (to the greatest extent feasible);
- shall not modify BFBL brand materials;
- shall provide BFBL with clippings, tapes, downloads or other records of significant public responses to the Program;
- shall provide BFBL with annual updates on the impact of the Program; and
- shall stop any and all use of the *Buy Fresh Buy Local*® name, marks, and designs if so requested by Buy Fresh Buy Local LLC, PASA or BFBL Virginia.

Participation in BFBL Virginia through Virginia MarketMaker is free to eligible businesses. Regional BFBL chapters may offer additional promotional resources. Fees and additional conditions may apply. Contact your chapter coordinator or French Price at Virginia Cooperative Extension at frenchprice@vt.edu for more information.