



The Outer Banks is known as a premier tourist destination, a place where people come to get away from it all and enjoy life in its natural state. While tourism is the #1 driver of our local economy and understanding that the commercial fishing industry has a long-standing history, the Outer Banks region has grown from those roots to include small manufacturers (boat building, screen printing, cabinet making, etc.), locally branded restaurants, retail shops and more. Whether the product is big or small, handmade or mass produced, OBXMADE rewards the ingenuity, passion, talent and time that goes into each one. The pride the Outer Banks region takes in its local roots is strong; take part in celebrating and continuing the tradition that is OBXMADE.

WHO is OBXMADE for?

OBXMADE is meant for all who create, build or produce – from entrepreneurs to chefs to brew masters and everyone in between. The pride that is required remains the same at all levels and should be recognized. OBXMADE celebrates this spirit while looking to grow it in the next generation of workforce, entrepreneurs and dreamers through outreach, recognition and branding our unique and special area.

HOW is OBXMADE recognition awarded?

OBXMADE is the only Outer Banks based recognition program for locally crafted products. Acceptance in the OBXMADE program is made by application to, and acceptance by, the OBXMADE Advisory Board. The OBXMADE Advisory Board is an independent review board established with the sole purpose of reviewing OBXMADE application on a quarterly basis.

As a baseline, only legal businesses headquartered in the region defined as the Outer Banks making one or more physical products will be considered. From there a points system will be used to evaluate a range of criteria including; 1) sourcing of materials, 2) product finishing processes, 2) product design and development, 4) product assembly, 5) business has at least one (1) full-time local employee.

Recognition is subject to annual renewal and is valid for a period of one year (12 months) from the official date the recognition was awarded.

WHY does a business want to be OBXMADE?

It has been shown that local businesses positively affect economies, nowhere is that truer than along the Outer Banks region. Recognizing a company or product as OBXMADE allows consumers to easily recognize locally produced products.

In addition, certified companies receive:

- Recognition as OBXMADE in the Chamber's online business directory
- License to use the OBXMADE logo on products, marketing materials, etc.



OBXMADE is a program of the Outer Banks Chamber of Commerce.

For information contact Karen Brown, President & CEO at (252) 441-8144 or email: kbrown@outerbankschamber.com

OBXMADE Application

Name:

Company Name:

Address:

Email:

Phone:

Website:

There is annual fee of \$150 per product or vendor to participate in the OBX MADE Recognition Program and use the OBX Made Logo. All Chamber members received a \$100 discount on this fee bring the annual fee down to \$50.

1. Are you a member of the Outer Banks Chamber of Commerce?
 - a. Yes
 - b. No

2. What is the legal entity of your business
 - a. LLC
 - b. Sole Proprietor
 - c. S-Corp
 - d. C-Corp
 - e. Other

3. How would you describe your primary industry?

4. Employees
 - a. # of full-time employees
 - b. # of Part-time employees

5. Does the majority of your workforce reside in the Outer Banks region (Dare/Currituck)?

6. How long has your business continuously operated on the Outer Banks?

7. Please provide a full company description

8. Primary product(s)

9. If submitting a specific product please provide a full description.

10. What percentage of ingredients or raw materials are sourced in the Outer Banks?

11. What percentage of ingredients or raw materials are sourced in North Carolina?
 12. What percentage of the product is assembled in the Outer Banks?
 13. Eligibility (check all the apply)
 - a. Headquartered in the Outer Banks
 - b. Manufactures one or more products in the Outer Banks
 - c. Has a physical location in the Outer Banks
 - d. Product is assembled on the Outer Banks
 - e. Product finishing processes take place on the Outer Banks
 - f. Product design and development
 - g. At least one (1) full-time local employee
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**Terms and Conditions for Participation in the OBX Made Recognition Program
and License for OBX Made Logo**

Through submission of your application and as a condition of acceptance into the OBX Made Recognition Program (the “Program”), you understand and agree to be bound to the following Program terms and conditions, which terms and conditions shall also constitute the licensing agreement between you, as Licensee, and the Outer Banks Chamber of Commerce, Inc. (“OBX-COC”), as Licensor, for limited use of the OBX Made Logo.

1. Program Participation Conditions.

1.1 A copy of the current **OBX Made Recognition Program Participation Conditions** are attached hereto as Exhibit A and incorporated by reference if fully set forth herein (“Program Participation Conditions”).

1.2 You agree to abide by all provisions and requirements of the Program Participation Conditions, as such may be amended from time to time.

2. Grant of License.

2.1 Subject to your acceptance in the Program and compliance with these Terms and Conditions, OBX-COC grants you a limited, personal, non-transferable, non-sub-licensable, non-exclusive, revocable license (“License”) to use the OBX Made Logo for those certain “Permitted Purposes” as specified in Section 2.2 below.

2.2 “Permitted Purposes” shall mean use of the OBX Made Logo on products that have been recognized by the OBX Made Advisory Board as being in compliance with the Program requirements and conditions. Permitted Purposes also include use of the OBX Made Logo in conjunction with advertising and marketing materials for the recognized product.

3. Ownership.

You acknowledge and agree that OBX-COC owns all proprietary rights, title and interest in and to the OBX Made Logo and retains all such rights and associated goodwill therewith. Without limiting the foregoing, any goodwill generated by your use of the OBX Made Logo shall inure to the ultimate benefit of OBX-COC. You acknowledge that you are not, and will not become by virtue of this License, the owner of any right, title or interest in and to the OBX Made Logo in any form or embodiment. You will not at any time use a confusingly similar trademark or commit any other act which might reasonably be expected to have an adverse effect on the rights of OBX-COC in and to the OBX Made Logo.

4. Usage and Quality Control.

4.1 You represent to the best of your knowledge that the information set forth in your application is true and accurate. In the event that any recognized product of yours ceases to comply with the Program Participation Conditions, you will immediately advise OBX-COC of said non-compliance and will immediately cease any and all use of the OBX Made Logo with respect to such product.

4.2 You shall permit OBX-COC, or its designated representatives, access for reasonable inspection of your recognized products, and agree to provide OBX-COC, as requested, with specimens of use of recognized products, and otherwise cooperate in facilitating OBX-COC's control of the nature and quality of your use of the OBX Made Logo.

4.3 You shall at all times create and maintain records evidencing your compliance with these terms and conditions, including but not limited to documents verifying that the product labeled with the OBX Made Logo satisfies the Program Participation Conditions for participation in the Program.

4.4 You shall be provided with digital media files to be used for reproducing the OBX Made Logo. These digital files will provide conforming examples and templates of the OBX Made Logo. The OBX Made Logo shall, whenever possible, be reproduced in its original colors. If these colors cannot be used, then the OBX Made Logo shall be printed in black and white or the darkest practicable color scheme. Your name, logo, brand or trademark may not be inserted within or overlap the boundaries of the OBX Made Logo.

4.5 Use of the OBX Made Logo must always be accompanied by the following statement: "This product is

expressly recognized as  through participation in the OBX Made Recognition Program, said logo being used under license from the Outer Banks Chamber of Commerce, Inc."

5. No Warranty.

The OBX Made Logo is provided "as is," and OBX-COC does not make and hereby disclaims, any representation, guaranty or warranty of any kind with respect to the OBX Made Logo.

6. Indemnification.

You shall indemnify, defend and hold harmless OBX-COC, its directors, officers, employees, agents and affiliates, from and against any and all third-party claims, liabilities, damages, losses, costs, expenses, fees (including reasonable attorneys' fees) arising out of or connected with (i) your use of the OBX Made Logo;

(ii) the promotion, sale, use or consumption of your products; and/or (iii) any breach of these terms and conditions.

7. Term and Termination.

The term of the License grant in Paragraph 2, above, shall be commensurate with the term of your participation in the Program. Without prejudice to any other rights, OBX-COC may terminate the License if you fail to comply with these terms and conditions governing Program participation including, without limitation, timely payment of all Program fees. Upon termination of the License, you shall immediately cease any further use of the OBX Made Logo.

8. Modifications.

OBX-COC may modify these terms and conditions and the License from time to time on a going-forward basis. OBX-COC will notify you of any such changes by email. Any such modifications shall become effective upon your continued Participation in the Program after notification of such modifications. If you do not agree to any changes you must end your participation in the Program. You give OBX-COC permission to email you for the purpose of notification as described in this Paragraph.

9. General Provisions.

You are responsible for compliance with all applicable laws. These terms and conditions and the License will be governed by the laws of the State of North Carolina. These terms and conditions and the License are personal to you, and you may not transfer, assign or delegate your right and/or duties hereunder to anyone else and any attempted assignment or delegation is void. You acknowledge that OBX-COC has the right hereunder to seek an injunction, if necessary, to stop or prevent a breach of your obligations hereunder. Any delay or failure by OBX-COC to exercise or enforce any right or provision of these terms and conditions and/or the License will not constitute a waiver of such right or provision. No waiver by OBX-COC shall have effect unless such waiver is set forth in writing, signed by OBX-COC; nor shall any such waiver of any breach or default constitute a waiver of any subsequent breach or default. These terms and conditions constitute the complete and exclusive agreement between you and OBX-COC with respect to their subject matter, and supersede all prior oral or written understandings, communications or agreements.

By your signature below, you hereby acknowledge your acceptance and agreement to these Terms and Conditions for Participation in the OBX Made Recognition Program and License for OBX Made Logo

Company Name: _____

By: _____

Name: _____

Its: _____

Date: _____

Exhibit A

OBX Made Recognition Program Participation Conditions



Thank you for your interest in the OBX Made Recognition Program (the “Program”). The Program has been established to promote cooperatively local products from the Outer Banks of North Carolina.

Please Note: The OBX Made Logo may only be used by Program participants on recognized products.

- I. Program Benefits.** As a participant in the Program, you will receive the following benefits:
 - Access to the OBX Made Logo for marketing purposes.
 - Listing on the OBX Made website, including photos, product description and a business biography for website listing.
 - Promotion of your recognized product(s) highlighted on the OBX Made website and any other OBX Made marketing materials developed or approved by the Program administrators.

- II. Qualification.** In order to be recognized and eligible for use of the OBX Made Logo, a product must satisfy the following:
 - Your product must be manufactured or produced within the geographic boundaries of the Outer Banks of North Carolina. “Manufactured or produced” means processing, developing or making an item into a new item with a distinct character and use.
 - You must complete and submit an OBX Made Recognition Program application, be accepted into the Program and pay required annual OBX Made Recognition Program participation fees.
 - You must permit inspection of your manufacturing or production facilities for purposes of verifying compliance with these Program Participation Conditions, including, specifically, that your product is manufactured or produced within the geographic boundaries of the Outer Banks of North Carolina, and your agreement to comply with the terms and conditions of Program participation.

- III. Application Submission to the OBX Made Advisory Board.**
 - The OBX Made Advisory Board is an independent review board established with the sole purpose of reviewing applications for participation in the OBX Made Recognition Program.
 - Companies must apply to the OBX Made Advisory Board to participate in the OBX Made Recognition Program.

- The OBX Made Advisory Board will evaluate applications to determine if the product has met the Program’s requirements for recognition and will review applications for completeness. An application may be rejected if the applicant has not demonstrated the ability to comply with the requirements of the Program or achieve the purposes of the Program. If an application is rejected, the OBX Made Advisory Board will inform the applicant of the rejection and the applicant’s right to reapply for Program Participation.
- Initial product types eligible for recognition are: food products, beverages, beer, wine and spirits, art, children's craft sets, jewelry and boats.

IV. Participation and Fees.

- Applications will be accepted on a rolling basis. Fees will be assessed on a recurring, annual calendar year basis.
- Once the annual fee is paid and the licensing agreement is fully executed, the Program participant will receive the OBX Made Logo in various formats with usage guidelines. The OBX Made Logo may be used by Program participants for recognized products pursuant to the rights and limitations as described in the licensing agreement between the Outer Banks Chamber of Commerce, Inc. and the Program participant. The licensing agreement outlines allowable usage of the product on product containers, point of purchase or other displays and advertising.
- The OBX Made Logo cannot be incorporated into any business, company or product logo or label and cannot be its own mark with the exclusive representation of the product. If a Program participant’s particular use of the OBX Made Logo is inconsistent with the licensing agreement, the Outer Banks Chamber of Commerce, Inc. (“OBX-COC”) may terminate the licensing agreement or require the Program participant to discontinue that particular use of the OBX Made Logo.
- Please note that you remain solely responsible for complying with all federal, state and local laws and regulations.
- By using the OBX Made Logo, you expressly agree to indemnify and hold the OBX-COC harmless from any and all liability to your company or any third party arising from your use of the OBX Made mark.
- Because of your particular product or industry, you may be required to use additional or more specific language. Please consult with your legal counsel for any particular specifications that must be included for claims related to your product or situation.
- Please note that applicants with more than one product line will need to complete separate applications for each product line. Applicants do not need to submit additional applications if the product to be recognized is a variation of the same core product; for example, a business producing various types of sodas or cookies.
- As a condition of logo usage, you agree to submit photos documenting such usage.

- Use of the OBX Made Logo must always be accompanied by the following statement: “This product is expressly recognized as  through participation in the OBX Made Recognition Program, said logo being used under license from the Outer Banks Chamber of Commerce, Inc.”
- The OBX-COC expressly reserves the right to revoke the license to use the OBX Made Logo and request that any company cease and desist from any and all uses of the OBX Made Logo in the event that a particular Program participant fails to satisfy or comply with any of the eligibility requirements, or violates any terms and conditions of the OBX Made licensing agreement.