A guide to our sustainable winegrowing commitment

Created by California farmers and accredited by world-renowned scientists, Lodi Rules is America’s original sustainable winegrowing program.
A growing number of wineries are recognizing the benefits of producing wines from LODI RULES certified grapes. Sourcing certified winegrapes and displaying the LODI RULES or CALIFORNIA RULES seal on wine labels can help brands stay at the leading edge in today’s competitive market. A wine label bearing the LODI RULES or CALIFORNIA RULES seal communicates a winery’s commitment to sustainability.

Over 150 currently-released wine labels proudly carry a LODI RULES seal.
In 1992, the Lodi Winegrape Commission launched a grassroots farmer education program, aiming to reduce the amount of pesticides used by learning about the entire vineyard ecosystem. The growers wanted to farm more responsibly to ensure that farming could carry on for future generations. This grassroots program turned into the formally accredited LODI RULES sustainable certification program in 2005, after over a decade of input from farmers, viticulturists, and leading environmentalists.

Contact:

Stephanie Bolton, PhD
LODI RULES Sustainable Winegrowing Director
Lodi Winegrape Commission
2545 West Turner Road, Lodi, CA 95242
209.367.4727
stephanie@lodiwine.com
Requirements for Using a LODI RULES Seal

A given wine is eligible to bear a LODI RULES seal, language, and claims if the following requirements are met:

- A minimum of 85% of the wine was made from LODI RULES certified winegrapes.

- The winery has submitted a signed Certification Mark License Agreement to the Lodi Winegrape Commission. (see pages 4-6)

A winery is eligible to use the LODI RULES seal on materials other than wine labels (e.g. marketing material, signage, website, packaging) only if: The winery has at least one wine bearing the LODI RULES seal (see above) available for purchase.

There is no fee for wineries to use the LODI RULES seal. Many wineries choose to pay a bonus for LODI RULES certified grapes, which helps encourage farmers to participate in the program and helps to offset some fees farmers pay to the third-party certification non-profit organization, Protected Harvest. Since 2010, more than $9.5 million in bonus dollars have been paid to LODI RULES farmers, supporting progressive and sustainable vineyard practices.

Sourcing LODI RULES Certified Winegrapes

In 2018, over 47,000 acres became certified within Lodi and across twelve other crush districts in California and Israel.

Winegrape buyers can use the directory available online at lodirules.org to retrieve contact information for LODI RULES growers. Remember to also ask growers you currently purchase grapes from as they may already certify their vineyards.

“Growing the message of sustainability in our wines has always been an important part of our branding. Our family has been growing wine grapes for six generations & we are committed to sustainability so that this legacy can continue on.”

- Melissa Phillips Stroud, Michael David Winery
Certification Mark License Agreement

All wineries producing wines bearing a LODI RULES seal must submit a signed copy of the Certification Mark License Agreement (pages 4-6) to the Lodi Winegrape Commission prior to using the seal on labels and other materials. This agreement protects the integrity of the LODI RULES seal by guarding against misuse of the seal and providing public assurance that wines bearing the seal have met the 85% composition requirement. By signing the Certification Mark License Agreement, the winery agrees to the following, much of which are described in greater detail in the agreement itself:

- The Lodi Winegrape Commission retains the right to conduct a third-party chain of custody audit at any time with advance notice.

- When using LODI RULES protected materials (name and seal), the winery must abide by the Lodi Winegrape Commission’s LODI RULES branding guidelines.

- The winery acknowledges awareness that the LODI RULES seal is registered at the U.S. Patent and Trademark Office (U.S. Certification Mark Registration No. 3-736-972) and is therefore property of the Lodi Winegrape Commission. Improper use of the protected material is unlawful.

Once signed, the winery need not re-apply. The completed Certification Mark License Agreement is in effect until and unless one of the parties terminates it.

Submit your signed copy to Dr. Stephanie Bolton:
- email: stephanie@lodiwine.com
- fax: 209.367.0737
- in person/mail: 2545 West Turner Road, Lodi, CA 95242

You will then receive a high resolution file containing the LODI RULES seal by email.

“WE STRIVE TO GROW THE BEST GRAPES POSSIBLE IN OUR ESTATE VINEYARD & HAVE ALWAYS HAD AN OVERARCHING ENVIRONMENTAL FOCUS WHICH LODI RULES SATISFIES. FOLLOWING THE LODI RULES FOR SUSTAINABILITY HAS BEEN INSTRUMENTAL IN HELPING US CREATE WORLD CLASS WINES.”

- Sue Tipton, Acquiesce Winery
1. DEFINITIONS.
Terms with initial capital letters used and not defined elsewhere in this Agreement shall have the meanings set forth below, unless the context requires otherwise.

“PROGRAM” shall mean the LODI RULES for Sustainable Winegrowing certification program (a copyrighted program of the LWC).

“PRODUCTS” shall mean wine produced by Winery from grapes where eighty-five percent (85%) or more of the grapes are from a vineyard(s) certified in the Program.

“MARK” shall mean the LODI RULES seal depicted in Exhibit A of this Agreement (U.S. Certification Mark Registration No. 3736972).

2. RECITALS
WHEREAS, LWC is the owner of the Mark. The Mark is used in connection only with Products.

WHEREAS, LWC desires to grant a non-exclusive revocable license to Winery during the term of this Agreement for the right to use said Mark.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the parties hereto agree as follows:

3. TERMS OF CERTIFICATION.
   a. Upon the terms and conditions of this Agreement, LWC hereby grants Winery the non-exclusive, revocable right to hold the Products out as being produced using grapes where at least eighty-five percent (85%) of the grapes come from a vineyard or vineyards certified in the Program, and to use the Mark during the Term of this Agreement, solely on and in connection with the Products.
   b. LWC reserves the right to conduct a chain of custody audit at any reasonable time during the term of this Agreement to confirm wine claimed as Products was produced using grapes from vineyard or vineyards certified in the Program.

4. CONSIDERATION.
Use of Mark by Winery is subject to the following conditions:
   a. Winery shall use the Mark only in relation to Products, and not in relation to any of Winery's products that are not in compliance with the terms outlined above or as being made from winegrapes certified in the Program.
   b. Winery shall use the Mark in the exact form provided to Winery by LWC, without modification or deviation of any kind, except as is outlined in the LODI RULES Branding Guidelines (attached hereto as Exhibit B) and except that Winery may re-size the Mark, so long as the overall dimensions remain consistent and legible.
   c. Use of the Mark does not constitute and may not be used to imply the endorsement of Products by LWC, or any other Product of Winery, and Mark may not be used as an indication of a particular standard of quality.
   d. Winery will not harm, misuse or bring into disrepute the Mark, its reputation, or that of LWC.
   e. Winery will comply with all laws and regulations relating or pertaining to the manufacture, sale, advertising or use of the Products, shall maintain high quality and standards for the Products commensurate with Winery's market, and shall comply with any regulatory agencies which shall have jurisdiction over the Products.
   f. Winery will never disclose any confidential and non-public information about LWC it acquires from any source during the Term of this Agreement.

5. OWNERSHIP OF MARK; RESERVATION OF RIGHTS.
   All right title and interest in and to the Mark shall belong solely to LWC. All certification mark rights arising from use of the Mark by Winery shall inure to the benefit of LWC. LWC retains all rights not expressly conveyed to Winery hereunder, and LWC may use and/or grant to others the right to use the Mark in connection with other products.

6. QUALITY OF CERTIFIED PRODUCTS.
Winery shall ensure that the Products shall be of high standard and quality, and shall be adequate and suitable for their intended uses. LWC may request an audit/inspection of the Products on which the Mark is used at any reasonable time during the term of this Agreement to ensure that Products are of high quality.

7. PROTECTION OF RIGHTS.
   a. Winery agrees that it will not apply for or seek to obtain trademark, copyright or any other proprietary right in the Mark. If Winery applies to register its copyrights in any packaging, labeling, advertising or promotional material that contains the Mark, then Winery shall exclude the Mark from its copyright claim. LWC makes no warranty with respect to the Mark.
   b. Winery agrees that if Winery receives knowledge of any unauthorized use of the Mark by a third party, Winery will immediately call such fact to the attention of LWC. LWC shall then have the exclusive right in its sole discretion to pursue an action against any such unauthorized use, and Winery shall cooperate and assist in any such action. If requested by LWC, Winery shall join in or cooperate in any such action as may be instituted by LWC; all at LWC's expense, including reasonable attorneys' fees. The proceeds recovered in any such action in the form of damages, profits, or other recovery shall belong solely to LWC. Winery shall not commence any action of its own to restrain or recover damages for any alleged infringements of the Mark without first obtaining express written permission to do so from LWC.
   c. Winery will not attack the title of right of LWC and to the Mark, nor will it attack the validity of the rights granted hereunder during the Term hereof or thereafter.

8. INDEMNIFICATION.
   a. Winery hereby agrees to defend, indemnify and hold LWC and its officers, directors, agents, employees, and representatives harmless from any loss, liability, damage, cost or expense (including reasonable attorneys' fees), arising out of the production, distribution, advertising, promotion, offering for sale, and sale of the Product(s), including without limitation any claims or suits against any of them by reason of or alleging any unauthorized or infringing use by Winery of any patent, process, method, trade secret, copyright, trademark, or publicity right or other similar property (other than the Mark covered by this Agreement) or any alleged defects or inherent dangers in said Products or the use thereof.
   b. LWC shall give Winery prompt notice of any claim asserted against LWC on the basis of which LWC intends to seek defense and/or indemnification from Winery as herein provided (but the obligations of the Winery under this Paragraph shall not be conditioned upon the receipt of such notice).

LODI RULES Certification Mark License Agreement

Page 1
9. TERM.
The term of this Agreement shall commence on the day and in the year first set forth above, and shall continue until terminated by one of the parties as described below.

10. TERMINATION.
Either LWC or Winery shall have the right to terminate this Agreement at any time by providing the other party with at least thirty (30) days prior written notice of such termination. Upon receipt of notice of termination by Winery from LWC, Winery shall immediately take all steps necessary to discontinue the production of items or materials which have the Mark printed thereon.

If termination is by LWC without cause, Winery may continue to utilize the remaining items/materials which it has purchased with the Mark thereon, in which case this Agreement will not terminate until the date of Winery’s last use of the Mark or within 60 days of receipt of notice of termination, whichever is earlier. If Winery elects not to use remaining items/materials which have the Mark printed thereon, then this Agreement shall terminate thirty (30) days from the date of Winery’s receipt of LWC’s notice of termination.

If termination by LWC is with cause, LWC may require that Winery discontinue use of the Mark immediately, in LWC’s sole discretion.

If Winery terminates the Agreement, with or without cause, the Agreement shall terminate thirty (30) days from LWC’s receipt of notice of termination regardless of whether or not Winery still has items/materials with the Mark printed thereon, and Winery shall have no right to continue using the remaining items/materials past the end of the 30-day notice period.

11. NOTICES.
All notices which either party hereto is required or may desire to give to the other shall be given by addressing the same to the other at the address provided below, or at such other address as may be designated in writing by any such party in a notice to the other given in the manner described in this Paragraph. All such notices shall be deemed given on the date such notice is deposited, postage prepaid, in the United States mail or with an express mail carrier, or on the date such notice is confirmed as sent via email or fax.

12. NO PARTNERSHIP OR JOINT VENTURE.
This Agreement does not constitute and shall not be construed as constituting a partnership, joint venture, employment relationship, or agency between Winery and LWC. Neither party shall have any right to obligate or bind the other party in any manner whatsoever, and nothing herein contained shall give, or is intended to give, any rights of any kind to any third persons.

13. NO ASSIGNMENT.
The rights granted to Winery pursuant to this Agreement are personal to Winery and LWC. Winery shall not assign, transfer or sub-license any or all of the rights granted herein to any third party without the written consent of LWC. Winery shall not pledge or encumber this Agreement as security or collateral for any obligation of Winery.

14. ENTIRE AGREEMENT; WAIVER, MODIFICATION.
This Agreement represents the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes all previous representations, understandings or agreements between the parties hereto. No waiver, modification or cancellation of any term or condition of this Agreement shall be effective unless executed in writing by the party charged therewith. No written waiver shall excuse the performance of any act other than those specifically referred to therein.

15. DISPUTE RESOLUTION.

a. Any dispute or disagreement between the parties hereto seeking to enjoin or restrain Winery’s sale or distribution of the Products, or of any other products, services, or merchandising bearing Mark or any copy or simulation thereof, or other use of the Mark, may be determined in any forum of LWC’s choosing, and Winery hereby consents to venue and personal jurisdiction in the appropriate state court in San Joaquin County, State of California, and the United States District Court for the Central District of California. In any such action, the forum may retain jurisdiction to award damages, profits, attorneys’ fees and costs, or any other award as allowed by law in such matters.

b. Any other dispute or disagreement between the parties hereto arising out of or relating to this Agreement shall be settled by binding arbitration in San Joaquin County, California, under the rules of the American Arbitration Association, and judgment upon the award may be entered in any court having jurisdiction. Arbitration shall not preempt the seeking of relief provided by subparagraph a., and if such relief is sought, any court in which such action is commenced, not any arbitration panel, shall determine whether any particular matter is justiciable by the court or only arbitrable. Each party shall bear its own attorneys’ fees and costs in any arbitration.

c. This Agreement shall be construed in accordance with the laws of the State of California, without giving effect to the conflict of laws principles thereof.

16. SEVERABILITY.
If any provision of this Agreement is invalid, illegal or unenforceable, the balance of this Agreement shall remain in full force and effect, and if any provision is inapplicable to any person or circumstances, it shall nevertheless remain applicable to all other persons and circumstances.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers, as of the date first written above.

LODI WINEGRAPE COMMISSION

Authorized Signature:

Print Name: ____________________________________________
Title: Executive Director
Address: 2545 W. Turner Rd. Lodi, CA 95242

WINERY:

Authorized Signature:

Print Name: ____________________________________________
Title:
Address: ______________________________________________
Email: ________________________________________________
Exhibit A
TTB Tips

The U.S. Alcohol and Tobacco Tax and Trade Bureau (TTB) regulates all claims made on wine labels, including certifications like LODI RULES. Wineries are required by the TTB to keep chain of custody records. Every harvest upon purchasing certified grapes, wineries must acquire a copy of the LODI RULES certificate directly from the grower.

LODI RULES certificates are issued to growers by Protected Harvest by November of each certification year. When submitting wine label applications to TTB’s Certificates of Label Approval system (COLAs), it is recommended to attach a copy of the LODI RULES certificate in the “other documents” section of the application.

Additional information on TTB regulations for wine can be found at: ttb.gov/wine/.

Annual Bottling Report

As stipulated by the Certification Mark License Agreement, wineries must complete an annual bottling report of all wines bearing the LODI RULES seal.

The information collected in the report will be used by the Lodi Winegrape Commission to track the quantity, variety, and other pertinent data of wines bearing the LODI RULES seal to help promote the program to the industry and consumers.

The Lodi Winegrape Commission will distribute the bottling report with instructions to wineries each year.

"Wineries that are committed to LODI RULES certification, have marketing power with sustainability and the grower that has a LODI RULES certified vineyard, has branding power with other wineries."

- Erica Moyer, Turrentine Brokerage
Branding Guidelines

Using the LODI RULES Seal

The LODI RULES seal is approved for use with the following applications:

- Wine labels
- Other wine bottle packaging such as case boxes
- Signage
- Websites
- Promotional materials

Recommended size: Minimum 1/2” in diameter
All text should be readable and clear

Contact Dr. Stephanie Bolton at 209.367.4727 or stephanie@lodiwine.com for electronic files of approved logos.

Examples of Proper Use of the LODI RULES Seal:

The LODI RULES seal can be used in full color, preferably in red and green, but also in all green, or percentages of black. For other color combinations, please seek approval from the Lodi Winegrape Commission.

“OUR DESIGNATION OF THE LODI RULES SUSTAINABILITY LOGOS ON OUR LABELS HAS BRANDED OUR WINERY AS A LEADER IN THE CONTINUED PRACTICE OF SUSTAINABILITY.”

- Elyse Perry, Bokisch Vineyards

Bokisch

Trencadis 2017

Trencadis is the Catalan word for the art of broken tile mosaic. We have selected this special blend of white wines as an example of this unique way of creating artistic combinations. Each year this wine will reflect a new trencadís, or mosaic for your enjoyment.

Salut!
— Elyse Perry with Markus & Liz Bokisch
Limited production of 100 cases

PRODUCED & BOTTLED BY:
BOKISCH VINEYARDS
LODI, CA
www.bokischvineyards.com
T: 209.334.4338

GOVERNMENT WARNING: (1) According to the Surgeon General, women should not drink alcoholic beverages during pregnancy because of the risk of birth defects. (2) Consumption of alcoholic beverages impairs your ability to drive or operate machinery, and may cause health problems.

CONTAINS SULFITES: 750 mg
GOVERNMENT WARNING: (1) ACCORDING TO THE SURGEON GENERAL, WOMEN SHOULD NOT DRINK ALCOHOLIC BEVERAGES DURING PREGNANCY BECAUSE OF THE RISK OF BIRTH DEFECTS. (2) CONSUMPTION OF ALCOHOLIC BEVERAGES IMPAIRS YOUR ABILITY TO DRIVE A CAR OR OPERATE MACHINERY, AND MAY CAUSE HEALTH PROBLEMS.

CONTAINS SULFITES

CLARKSBURG, CA • BOGLEWINERY.COM

CHARDONNAY

BOGLE VINEYARDS

VINTED AND BOTTLED BY

CMYK: 50, 10, 100, 30
RGB: 104, 138, 44

CMYK: 50, 10, 100, 60
RGB: 66, 94, 23

CMYK: 27, 94, 94, 26
RGB: 148, 41, 35

Color Palette

LODI RULES seal color palette

Capitalization of LODI RULES

When using LODI RULES always capitalize every letter.

Example: “Created by California farmers and accredited by world-renowned scientists, LODI RULES is America’s original sustainable winegrowing program.”

Font Usage

The LODI RULES branded font family is Century Gothic. A secondary font is The Hand font, available for purchase at myfonts.com. Use of other fonts is allowed.

Century Gothic Bold

Century Gothic - Regular

THE HAND - REGULAR

THE HAND - BOLD

WE FARM SUSTAINABLY TO GIVE THE NEXT GENERATION THE BEST CHANCE TO SUCCEED & THRIVE. ALSO, IT’S THE RIGHT THING TO DO.

- Warren Bogle, President, Bogle Vineyards Inc.
Approved Language

When referring to the LODI RULES certification program, the following language is approved:

- The LODI RULES for Sustainable Winegrowing program
- LODI RULES for Sustainable Winegrowing
- LODI RULES

Please note the program is referred to singularly as “LODI RULES”, not “The LODI RULES”. When referring to wines bearing the LODI RULES seal, the following language is approved:

- Wines made from LODI RULES certified grapes
- Wines made from grapes certified in the LODI RULES program
- Wines made from sustainably certified grapes
- Wines made from certified green grapes

Other language is allowed as long as it is accurate. Contact the Lodi Winegrape Commission with questions about the accuracy of other language not specified here. Note that the LODI RULES program certifies vineyards based on the adoption of vineyard management practices. At this time, the LODI RULES program does not certify wineries or any aspect of the winemaking process. Therefore, all language used on labels and on other materials must reflect this.

Approved Claims

Claims about wines made from LODI RULES certified grapes and about the LODI RULES program may be made on wine labels and other promotional materials. Note that any claims comparing LODI RULES to other certification programs or to wines not made from certified grapes are not approved. When in doubt about the appropriateness of a claim, contact the Lodi Winegrape Commission. Examples of common approved claims are:

- LODI RULES is California’s original sustainable winegrowing certification program.
- LODI RULES is accredited, certified, and audited by a true independent third party – Protected Harvest.
- LODI RULES is a comprehensive certification program that addresses the complete scope of farm management practices.
- The LODI RULES seal represents growers’ commitment to sustainable farming.
- When you drink a glass of wine made from LODI RULES certified grapes, you are supporting a farmer, a vintner, and an entire agricultural community that embrace their responsibility to care for the environment and the people.

Other claims are allowed if they are accurate. Visit lodirules.org, our consumer facing website, for ideas on how to talk about the program to consumers!
LODI RULES Promotional Items

Contact Dr. Stephanie Bolton at the Lodi Winegrape Commission for item availability and/or ordering information: 209.367.4727 or stephanie@lodiwine.com.

- Hats
- Window and Car Decals
- Hydroflasks
- Pins
- Postcards
- Flash Drives
- Govinos
- Wooden Boxes
- Stickers
- Temporary Tattoos
- Kids Explain Sustainability Video: lodirules.org/sustainability/What-Kids-Think

Many items are offered FREE or with a nominal fee. For ordering information, contact Dr. Stephanie Bolton at 209.367.4727 or stephanie@lodiwine.com.
Certified Sustainable Vineyard & Winery Signs

All wineries producing at least one wine label carrying a LODI RULES seal are able to display a LODI RULES seal on their LODI WINES directional signage (pictured right).

Additionally, LODI RULES vineyard and winery signs (pictured below) are available from Gary's Signs in Lodi.

Signs are customizable with your vineyard or winery name. Orders can be placed with Robyn Markle at Gary’s Signs. Robyn is happy to communicate at 209.369.8592 (7:30am - 5pm weekdays) or robynm@garysigns.com.

“WE PROUDLY DISPLAY LODI RULES SIGNAGE ON OUR VINEYARDS AND AT RIPKEN WINERY TO SHOW LODI TOURISTS OUR COMMITMENT TO SUSTAINABILITY”

- Madelyn Kolber, Sustainability Director, KG Vineyard Management
The LODI RULES program is the first sustainable winegrowing program to create a consumer targeted website. All wineries using the LODI RULES seal may be listed on this website under the WINES heading. Contact Dr. Stephanie Bolton at 209.367.4727 or stephanie@lodiwine.com to update your information.

“Wineries play a significant role in encouraging sustainable farming, with several offering desirable contracts and/or grape bonuses for LODI RULES certified grapes.”

- Dr. Stephanie Bolton, LODI RULES Director, Lodi Winegrape Commission
CALIFORNIA’S ORIGINAL SUSTAINABLE WINEGROWING PROGRAM circa 1992
created by Lodi farmers and accredited by world-renowned scientists

WHEN YOU DRINK WINE MADE FROM LODI RULES CERTIFIED GRAPES, YOU ARE SUPPORTING
A FARMER, A VINTNER, and an ENTIRE AGRICULTURAL COMMUNITY
who embrace their responsibility to care for the environment and the people.

THE LODI RULES seal signifies a third-party audited COMMITMENT
to rigorous, scientifically sound SUSTAINABLE WINEGROWING

OVER 150 WINES bear the LODI RULES SEAL
and OVER 100 SUSTAINABLE PRACTICES are INCLUDED in LODI RULES

24,129 ACRES are CERTIFIED IN LODI
22,679 ACRES in OTHER CALIFORNIA REGIONS
550 ACRES in ISRAEL

47,358 ACRES TOTAL in 2018

A WINE MUST contain 85% certified sustainable GRAPES to bear the LODI RULES SEAL

"SUSTAINABILITY means leaving everything - people, places, etc - as good or better than how we found it.”
- Kevin Phillips, Michael David Winery

12 CALIFORNIA CRUSH DISTRICTS outside of LODI have LODI RULES CERTIFIED SUSTAINABLE VINEYARDS

GROWERS receive a bonus of $4 PER TON FROM some WINERIES for:

$9.5 MILLION PAID IN BONUSES since 2010

DISCOVER WINES MADE FROM LODI RULES CERTIFIED GRAPES AT lodirules.org