

**2016 FARMERS' MARKET NON-PARTICIPANT AGREEMENT
BETWEEN MARKET MASTER AND FARMER/VENDOR**

I, _____, as a representative

of _____ farm/business, am choosing not to participate with Mt. Pleasant Farmers' Market in the following reimbursement programs:

- Farmers Market Nutrition Program (WIC Project Fresh)**
- Senior Project FRESH/Market FRESH**
- SNAP(EBT)**
- Double Up Food Bucks**
- Credit/Debit**

- I will not give or accept vouchers or tokens from customers or other vendors.
- I will not be reimbursed for any vouchers or tokens by the City of Mt. Pleasant, Mt. Pleasant Farmers' Market.
- If I change my mind and wish to participate, I will sign a participation agreement before accepting vouchers or tokens.

The Farmer/Vendor, through signature below, accepts all terms of this agreement. This agreement becomes valid only upon signature of the Farmer and the Market Master.

FARMER/VENDOR: _____
Name (type or print)

Signature Date

MARKET MASTER: Carol Moody
Name (type or print)

Signature Date

SECTION II THE MARKET MASTER AGREES TO:

- (1) Collect and submit properly redeemed SNAP tokens from the Farmer/Vendor to the state agency for reimbursement, and timely account for and pay the farmers/vendors for those tokens. Vendors will receive a check mailed from the City of Mt. Pleasant for the total of SNAP purchases less 5% according to the Vendor Reimbursements Check Schedule.
- (2) Collect Credit/Debit tokens from the Farmer/Vendor, reimburse and timely account for and pay the farmers/vendors for those tokens. Vendors will receive a check mailed from the City of Mt. Pleasant for the total of Credit/Debit purchases less 8% according to the Vendor Reimbursements Check Schedule.
- (3) Provide training to the Farmer/Vendor on the rules and regulations of the Farmers' Market Supplemental Nutrition Assistance Program (SNAP).

SECTION III SANCTIONS

A Farmer/Vendor is legally responsible not only for your own actions but for those of everyone who works in your business, whether or not they are paid. If you, your staff, your employees, or relatives sell ineligible items, accept SNAP benefits in payment for food sold to a SNAP household on credit, or buy or sell SNAP benefits, you will be disqualified from the Program and/or assess a monetary penalty, and you may face criminal prosecution.

In addition to criminal prosecution, you are subject to administrative penalties. The most common penalty is being disqualified from SNAP. If you are disqualified from SNAP, you may also be disqualified from the Special Supplemental Nutrition Program for Women, Infants, and Children (WIC).

A Farmer/Vendor and/or his/her employees who violate provisions outlined in this agreement will be subject to penalties including:

- (a) Permanent disqualification when the Farmer/Vendor or his/her employees purchase or traffick in SNAP benefits, or for a third sanction.
- (b) Three to five year disqualification for the sale of non-food items.
- (c) One year disqualification for accepting SNAP benefits for payment of credit accounts.
- (d) Six month to three year disqualification for the sale of non-food items, such as, but not limited to: soap, paper products, medicines, etc.

SECTION IV CERTIFICATION:

The Farmer/Vendor, through signature below, accepts all terms of this agreement. This agreement becomes valid only upon signature of the Farmer and the Market Master.

FARMER/VENDOR: _____
Name (type or print)

Signature Date

MARKET
MASTER: Carol Moody

Name (type or print)

Signature Date

Note: The Marker Master is to provide a signed copy of the contract to the farmer/vendor. The Market Master maintains the original in a file. This institution is an equal opportunity provider.

In accordance with Federal Law and Department of Agriculture (USDA) policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability.

To file a complaint of discrimination, write USDA, Director, Office of Adjudication, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call toll-free (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). (866) 632-9992 (toll free) or (202) 260-1026 (voice) or (202) 401-0216 (TDD) USDA is an equal Opportunity provider and employer.

Double Up Food Bucks

Vendor Agreement (Token) - 2016



SIGNED CONTRACT MUST BE ON FILE PRIOR TO REIMBURSEMENT

This agreement by and between (Market Name) _____

and (Vendor Business Name) _____

whose address is _____ city _____ state _____

zip _____ phone _____ email _____

is effective during the Double Up Food Bucks program season in 2016 at the Market (above). This agreement authorizes the Vendor (above) to accept Double Up Food Bucks tokens at the specified market from authorized SNAP Bridge Card participants in exchange for unprocessed, Michigan-grown, fresh fruits and vegetables and plants that produce food, in accordance with market and program guidelines.

SECTION I BY SIGNING THIS AGREEMENT, THE VENDOR AGREES TO:

1. Display a sign, provided by the farmers market, indicating the Vendor accepts Double Up Food Bucks tokens.
2. Provide only unprocessed Michigan-grown, fresh fruit and vegetables, or plants that produce food, in exchange for Double Up Food Bucks tokens.
3. Prove, upon request, that all product provided in exchange for Double Up Food Bucks tokens was grown in Michigan.
4. Not give change for purchases made with Double Up Food Bucks tokens.
5. Provide fruits and vegetables at the current price or less than the current price charged to other customers.
6. Not allow the return of product purchased with Double Up Food Bucks tokens in exchange for cash or non-food items.
7. Be monitored by the farmers market or Fair Food Network for program compliance.
8. Not provide cash or credit in exchange for Double Up Food Bucks tokens.
9. Not accept Double Up Food Bucks tokens for non-food items, except for plants that produce food.
10. Accept Double Up Food Bucks tokens from customers only from June 1st through November 7th, 2016.
11. Turn in all redeemed tokens to the farmers market for reimbursement in accordance with market and program guidelines.

SECTION II THE MARKET AGREES TO:

1. Collect from the Vendor redeemed Double Up Food Bucks tokens and to account for and pay the Vendor for any tokens received between June 1st, 2016 and November 14th, 2016 or the market's closing day, whichever is earlier less 5% according to the Vendor Reimbursement Check Schedule.
2. Provide a sign for the Vendor to display indicating the Vendor accepts Double Up Food Bucks tokens.
3. Monitor sales to ensure program guidelines are followed.
4. Submit signed agreement to Fair Food Network upon request.

SECTION III SANCTIONS

A Vendor and/or his/her employees who violate the provisions above may be disqualified from the program and not allowed to participate in future programs. A Vendor will only be reimbursed by the Market for Double Up Food Bucks tokens accepted in accordance with market and program guidelines.

SECTION IV CERTIFICATION:

The Vendor, through signature below, accepts all terms of this agreement. This agreement becomes valid only upon signature.

VENDOR: _____
Name (type or print) Signature Date

2016 FARMERS' MARKET NUTRITION PROGRAM (PROJECT FRESH) AGREEMENT BETWEEN MARKET MASTER AND FARMER

Market Master Name (Legal Name): Carol Moody

Market Master Address: 320 W. Broadway, Mt. Pleasant, MI 48858

Phone: 989-779-5330

County/Local Agency: Isabella County/Mt. Pleasant Parks & Recreation

This agreement by and between Carol Moody **Market Master** and
_____ **Farmer**, whose address is:

_____ is effective between **June 1, 2016**

and **October 31, 2016**. This agreement is for the purpose of authorizing the above-mentioned Farmer to accept Project FRESH coupons at Island Park & City Hall Farmers' Markets (Market Location) from authorized WIC clients in exchange for eligible, locally grown, fresh fruits and vegetables.

SECTION I BY SIGNING THIS AGREEMENT, THE FARMER AGREES TO:

- (a) Have the client sign the coupon and verify that the client's signature on the Project FRESH coupon matches the signature appearing on the coupon booklet cover.
- (b) Display a sign, provided by the state agency, stating **"Project FRESH Coupons Accepted Here."**
- (c) Not to accept Project FRESH coupons outside of their date of validity.
- (d) Display the prices of all authorized fruits and vegetables.
- (e) Be a grower of some of the fruits and/or vegetables that are exchanged for Project FRESH coupons. **NOTE: A grower is an individual or group that has a plot of land or garden that is wholly or partially dedicated for growing produce.**
- (f) Provide only eligible, locally grown, fresh fruits and vegetables in exchange for Project FRESH coupons. Michigan considers produce to be **locally grown** if it is grown within the borders of the state of Michigan or in those counties of the states of Ohio, Indiana and Wisconsin which directly border the state of Michigan. Farmers can be asked to prove, upon request, that all produce provided in exchange for Project FRESH coupons is eligible, locally grown produce.
- (g) Not give cash change for purchases of less than the value of the coupon(s).
- (h) Provide eligible locally grown fruits and vegetables at the current price or less than the current price charged to other customers.
- (i) Not allow the return of fruits and vegetables purchased with Project FRESH coupons in exchange for cash or for non-food items.
- (j) To be monitored by the Market Master or the state agency for program compliance.
- (k) Not provide cash or credit in exchange for Project FRESH coupons.
- (l) Not collect sales tax on Project FRESH purchases.
- (m) Not redeem Project FRESH coupons from unauthorized sources.
- (n) Not charge the Project FRESH program for food not received by the clients.
- (o) Not redeem Project FRESH coupons for non-food items

Additional requirements (if any) added by the Market Master:

Refer to 2016 Open Air Farmer's Market Guidelines

Vendors will receive a check mailed from the City of Mt. Pleasant for the total amount of WIC purchases according to the Vendor Reimbursement Check Schedule.

SECTION II THE MARKET MASTER AGREES TO:

- (1) Collect and submit properly redeemed Project FRESH coupons from the Farmer to the state agency for reimbursement, and timely account for and pay the farmers for those coupons.
- (2) Provide training to the Farmer on the rules and regulations of the Farmers' Market Nutrition Program (Project FRESH).

SECTION III SANCTIONS

A Farmer and/or his/her employees who violate provisions (a), (b), (c) or (d) of Section I of this agreement will receive a warning letter from the state agency for the first complaint of a violation. After receipt of the warning letter, a pattern of two violations will result in the state agency disqualifying the Farmer from accepting Project FRESH coupons at any location in the State of Michigan for a period of one year.

A Farmer and/or his/her employees who violate provisions (e), (f) or (g) of Section I of this agreement will receive a warning letter from the state agency for the first complaint of a violation. After receipt of the warning letter, a pattern of two violations will result in the state agency disqualifying the Farmer from accepting Project FRESH coupons at any location in the State of Michigan for a period of two years.

A Farmer and/or his/her employees who violate provisions (h), (i), (j), (k), (l), (m), (n) or (o) in Section I of this agreement will be subject to the state agency disqualifying the Farmer from accepting Project FRESH coupons at any location in the State of Michigan for a period of three years for the first violation.

A Farmer who has been denied authorization by a Market Master to accept Project FRESH coupons or who has been disqualified by the state agency from participation in the Project FRESH Program may appeal to: The Michigan Department of Community Health, WIC, Lewis Cass Building, 320 S Walnut, 6th Floor, Lansing, MI 48913. The appeal must be in writing and received within 21 days of notification of an authorization denial or disqualification.

SECTION IV CERTIFICATION:

The Farmer, through signature below, accepts all terms of this agreement. This agreement becomes valid only upon signature of the Farmer and the Market Master.

FARMER: _____
Name (type or print)

Signature Date

MARKET MASTER: Carol Moody
Name (type or print)

Signature Date

Note: The Marker Master is to provide a signed copy of the contract to the farmer. The Market Master maintains the original in a file. This institution is an equal opportunity provider.

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To file a complaint of discrimination, write USDA, Director, Office of Adjudication, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call toll free (866) 632-9992 (Voice). Individuals who are hearing impaired or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish). USDA is an equal Opportunity provider and employer.

SECTION II THE MARKET MASTER AGREES TO:

- (1) Collect and submit properly redeemed Senior Project FRESH/Market FRESH coupons from the Farmer to the state agency for reimbursement, and timely account for and pay the farmers for those coupons.
- (2) Provide training to the Farmer on the rules and regulations of the Senior Farmers' Market Nutrition Program (Senior Project FRESH/Market FRESH).

SECTION III SANCTIONS

A Farmer and/or his/her employees who violate provisions (a), (b), (c) or (d) of Section I of this agreement will receive a warning letter from the state agency for the first complaint of a violation. After receipt of the warning letter, a pattern of two violations will result in the state agency disqualifying the Farmer from accepting Senior Project FRESH/Market FRESH coupons at any location in the State of Michigan for a period of one year.

A Farmer and/or his/her employees who violate provisions (e), (f) or (g) of Section I of this agreement will receive a warning letter from the state agency for the first complaint of a violation. After receipt of the warning letter, a pattern of two violations will result in the state agency disqualifying the Farmer from accepting Senior Project FRESH/Market FRESH coupons at any location in the State of Michigan for a period of two years.

A Farmer and/or his/her employees who violate provisions (h), (i), (j), (k), (l), (m), (n) or (o) in Section I of this agreement will be subject to the state agency disqualifying the Farmer from accepting Senior Project FRESH/Market FRESH coupons at any location in the State of Michigan for a period of three years for the first violation.

A Farmer who has been denied authorization by a Market Master to accept Senior Project FRESH/Market FRESH coupons or who has been disqualified by the state agency from participation in the Project FRESH Program may appeal to: Market FRESH Program, Michigan Office of Services to the Aging, The Chandler Plaza, 3rd Floor, 300 E Michigan Ave. Lansing MI 48933. The appeal must be in writing and received within 21 days of notification of an authorization denial or disqualification.

SECTION IV CERTIFICATION:

The Farmer, through signature below, accepts all terms of this agreement. This agreement becomes valid only upon signature of the Farmer and the Market Master.

FARMER: _____
Name (type or print)

Signature Date

MARKET
MASTER: Carol Moody

Name (type or print)

Signature Date

Note: The Marker Master is to provide a signed copy of the contract to the farmer. The Market Master maintains the original in a file. This institution is an equal opportunity provider.

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Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶	
	<input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.