



Ottawa County Farmers Market Vendor Application 2021 Season

This is a producer-only market. Produce and products need to be grown, processed, and/or made by the vendor selling them (or an authorized representative) AND within a 75-mile radius of Miami, OK unless pre-approved by the Market Manager or OCFMA Board. _____(vendor initials)

Vendor Name: _____
Farm/Business Name: _____
Address: _____ City: _____ State: ___ Zip: _____
Cell Phone: _____ Home Phone: _____
Email: _____ Website: _____

Please list the type(s) of produce/product to be marketed. Value-added items (baked goods, jellies, honey, crafts) must be listed individually.

Please respond to the following (check all that apply) and provide copies of license/certification with your application

Shell Egg/Processed Egg Dealer License	Yes _____	No _____	N/A _____
Organic Certification	Yes _____	No _____	N/A _____
Food Processors License	Yes _____	No _____	N/A _____
Mobile Retail Food License	Yes _____	No _____	N/A _____
Sales Tax Permit	Yes _____	No _____	N/A _____

Fee Options: (Make checks payable to: Ottawa County Farmers Market)

Seasonal Fee:-\$240 or \$200 if paid on or before May 20th, 2021
(Pays for a 12'x12' space at all weekly markets 05/20-9/30) Check: _____ Cash: _____

OR

Daily Fee: \$12
(Pays for a 12'x12' space at one farmers market) Check: _____ Cash: _____

I have reviewed the Market rules for the 2021 Ottawa County Farmers Market and agree to all rules. I also agree to sell no product that I have not grown, produced, or made myself. I possess any and all licenses and certifications required by the state of Oklahoma to market said products. I understand that space size and location is limited and will be determined by the Market Manager.

Signature

Date

Please list any individuals who have permission to represent you (the vendor) and accepts responsibility for following all Market rules.

- | | | | |
|----|-------|-----------------|------------|
| 1. | _____ | Signature _____ | Date _____ |
| 2. | _____ | Signature _____ | Date _____ |
| 3. | _____ | Signature _____ | Date _____ |
| 4. | _____ | Signature _____ | Date _____ |

Bring application, fee, and copies of licenses/certifications/sales tax permit to the Vendor's Meeting on April 15, 2021 to:

**Ottawa County Farmers Market, Miami Fairgrounds,
1129 E St SW, Miami, OK 74354**

**Or send completed application, fee, copies of licenses/certifications to:
Northeastern Tribal Health System, Attn: Kris Woodruff,
7600 S Hwy 69A, P.O. Box 1498, Miami, OK 74355-1498.
Make check payable to: Ottawa County Farmers Market**

Questions?

Website: www.ottawacountyfm.com

E-mail: ottawacountyfm@gmail.com

Fax#: (918) 332-4417

Phone#: (918) 332-4365



Ottawa County Farmers Market Vendor Application 2021 Season

Market Rules

SIGNS

All signs must remain within the allotted vendor's exhibit space and must not block traffic or pedestrian ingress or egress, or interfere with other vendors' displays or views.

Sellers are required to have their prices on display.

EXHIBIT SPACE

Vendor spaces will be assigned based on seniority and fees received by 12:00pm on the Wednesday preceding each Market day. The Market Manager has full authority to assign vendor spaces. Requests for particular sites will be given consideration by the Market Manager, but he/she reserves the right to assign and locate vendors as they deem most appropriate for the success of the Market.

HOURS OF OPERATION

The Market shall operate every Thursday during growing season (May thru Sept) from 3:00pm-6:00pm.

All vendors must remain at the Market until the 6:00pm closing or until they sell out of products/produce. All vendors must vacate the Market site by 7:00pm. _____ Vendor Initials

SET-UP, CLEAN-UP, BREAKDOWN

Set-up starts at 1:00pm and must be completed by 2:45pm. For the safety of our patrons and to assure that vendors do not miss out on potential sales, **all vendors need to be set-up and ready to sell at 2:45pm.** Vendors who are not set-up by this time repeatedly, may be asked to leave the Market.

_____ Vendor Initials

Vendors are responsible for removing all garbage from their stall space area. Stall spaces are to be left in the same condition as when rented.

Leftover produce may not be placed in Market trash receptacles or city dumpsters. Vendors must take their entire personal trash home with them.

Set up (for seasonal vendors) may remain throughout the market season expect during the month of August. During the month of August, all equipment/items must be broke down and transported to another designated area in order to accommodate other city and county events.

VENDOR EQUIPMENT AND SUPPLIES

Non-seasonal vendors are responsible for providing and removing any and all equipment and supplies he or she requires to do business at the Market site. This includes signs, tables, chairs, products, and equipment utilized for clean-up purposes.

Vendors are required to bring their own set-up equipment. All equipment must fit within their designated 12'x12' space.



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Market Rules-continued

VEHICLES AND PARKING

Vehicles shall not be utilized as a display or dispensing area for Market goods unless it is a refrigerated unit or approved by the Market Manager. Vendor vehicles are allowed to pull up to the designated area for unloading and uploading of product and **must** be immediately removed and parked in designated parking areas. No vehicle may remain running during Market hours other than for purposes of refrigeration of product. Parking for vendors, volunteer, and staff of the Market is limited to the parking lot across from the Expo.

PERMITTED MARKET ITEMS

All agricultural products must have been grown or produced by the vendor and come from within a 75 mile radius of Miami, OK. *The Market Manager reserves the right to allow resale products if the products are made within a 75-mile radius of Miami OK, no other vendors are currently selling that product, the resale products constitute 25% or less of the total products being sold by that vendor, and inclusion of the product will enhance the Market.*

Items that can be sold at the market include, but are not limited to:

- Fresh produce (fruits, vegetables, grains, etc).
- Animal products such as meat, eggs, cheese, and any other marketable product from the farmer's animals, which have been processed in a USDA-approved facility.
- "Value added" products by the vendor such as bakery items, dried foods, and soaps. "Value added" food items must be produced in a Health Department licensed kitchen.
- Canned fruits and vegetables which have been produced in a Health Department licensed kitchen.
- Honey, sorghum, syrup, and molasses.
- Cider.
- Plants including annuals, perennials, nursery stock, house plants, fresh and dried flowers, and fresh and dried herbs.
- Handmade crafts, jewelry, clothing, etc.

Products outside of the "permitted market items" list are not allowed to be sold without the express permission of the Farmers Market Board.

If a vendor sells a product which falls under local, state, and/or federal regulation, the vendor must provide a copy of his/her license to sell such products to the Market Manager with their vendor application.

Vendors must follow all appropriate practices required by law including the use of scales certified for legal trade, proper handling of potentially hazardous food, etc. Enforcement of these practices is left to the proper local, state, and federal agencies. Market managers may, on occasion, get involved in problems arising from those who fail to abide by the law.

HOME BAKING ACT

Vendors who will be selling baked goods under the revised home baking act (as of Nov 1, 2017) must agree to follow all regulations set forth in the act by the state of Oklahoma, including proper labeling.



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Market Rules-continued

All preparation of produce such as washing of vegetables, major cutting, and trimming of flowers, etc shall be done at home or in the vehicles. Dumping water or debris on the grounds is not allowed. Wiping off or polishing vegetables with a damp rag, misting vegetables with a spray bottle to keep them moist, and arranging flowers is acceptable.

Since the primary goal of the Market is to sell fresh fruits and vegetables, no more than 30% of stall space will be granted to non-food vendors. These spaces, upon approval by the Market Manager, can be filled by those who sell crafts, demonstrate and teach others about the benefits and use of fresh produce, or offer services to the Market's consumers and vendors.

Organic products may be advertised provided they meet USDA guidelines as organic. The Market Manager may ask to see a vendor's organic certificate or proof of organic growing practices at any time.

Poor quality or overripe produce must be labeled as such and can be sold for a discounted price.

Vendors are allowed to provide samples of whole produce items that have not been processed in any way. Samples that need to be cut, cooked, or processed must be provided to the Market Manager or Assistant Market Manager for proper processing.

All products must be sold, displayed, and stored six (6) inches above ground. All vendors must utilize tables, shelves, cases, or other structures for these purposes.

FEES

No reimbursement will be made for fees paid if a vendor decides to no longer participate at the Market or is removed from the Market for failure to follow Market rules. The Market Manager shall consider reimbursement in case of illness or death.

Vendors may call the **Market Manager at 417-291-1085** concerning Market closure due to inclement weather. Vendors shall be credited for daily fees paid if inclement weather causes cancellation of the Market day before sales begin.

MISCELLANEOUS

Vendors are responsible for collecting and remitting their own sales tax, if applicable.

Vendors are expected to conduct themselves in a courteous manner to other vendors, Market staff, volunteers, and Market patrons. Threatening, abusive, or harassing behavior constitutes a violation of Market rules and constitutes grounds for dismissal from the Market with forfeiture of any fees paid to the Market by the vendor.



Ottawa County Farmers Market Vendor Application 2021 Season

Market Rules-continued

Pets brought onto the grounds must be leashed at all times. Owners are required to clean up waste from their pets.

Loud or disturbing noises are not allowed in the Market area. Radios and music is not permitted.

Smoking/vaping/e-cigarettes is not permitted on the Market grounds at any time during the Market.

No soliciting or political or religious activities shall be permitted within the Market.

Displays of public interest, such as nutritional, health, or consumer information, may be displayed with the permission of the Market Manager.

All rules may be revised by the decision of the Market Board.

ENFORCEMENT OF RULES

The Market Manager and Assistant Market Manager are responsible for enforcing Market rules. Possible violations will be discussed and resolution attempted. Vendors selling prohibited items will be asked to remove the items or leave the Market.

Unresolved problems will be referred to the Market Board. Continued violations will result in being banned from the Market with no reimbursement of fees paid.

Any vendor challenging another vendor's product's legitimacy or conduct must file a **written complaint** with the Market Manager/Assistant Market Manager, giving the name of the vendor and the product or situation they feel may not be in compliance with Market rules. The complainant must sign and date the complaint. The Market Manager/Assistant Market Manager will attempt resolution. If resolution is impossible, the complaint will be referred to the Market Advisory Committee.

The Market Manager/Assistant Market Manager uses his or her reasonable discretion regarding the enforcement of Market rules. The Market Manager/Assistant Market Manager has the right to dismiss any vendor from the Market for any violation of rules set forth in this document and/or any violation of any of regulatory code or law with approval by the consensus of the members of the Market Advisory Committee.

Vendors are encouraged to consider obtaining individual liability insurance. Accidents that happen within the stall space of a vendor may not be covered under the Market's insurance policy, leaving the vendor financially responsible.

ALTERNATIVE FORMS OF PAYMENT-TOKENS

Vendors agree to accept alternative forms of cash, in the form of wooden tokens and "Market Cash", from Market patrons.

Red \$1 wooden tokens are for EBT/SNAP/food stamp customers. \$1 tokens can be used to purchase fruits, vegetables, herbs, plants that grown food, eggs, honey, nuts, packaged baked goods, and meat. Change CANNOT be made for \$1 tokens. Sales tax MUST NOT be charged on items purchased with \$1 tokens.



Ottawa County Farmers Market Vendor Application 2021 Season

Market Rules-continued

Silver \$1 “Double Up” tokens are used as a monetary match for SNAP benefits. These tokens can ONLY be used to purchase fruits, vegetables, herbs, and plants that grow food. Change CANNOT be made for these tokens. Sales tax MUST NOT be charged on items purchased using these tokens.

Orange and blue \$1 wooden tokens are for Senior Farmers Market Nutrition program customers. These \$1 tokens can be used to purchase fruits, vegetables, plants that grow food, and raw honey. Change CANNOT be made for \$1 tokens. Sales tax MUST NOT be charged on items purchased with \$1 tokens.

Green \$5 wooden tokens are for credit/debit customers. \$5 tokens can be used to purchase anything sold at the Market. Cash change can be made for \$5 tokens.

At the end of each Market, the vendor must turn in their tokens to the Market Manager, in the envelope provided to them, to redeem the token’s value in check. Checks will be paid out at the following week’s market or mailed to the vendor.

It is the vendor’s responsibility to only accept tokens for allowed purchases and only tokens from the Ottawa County Farmers Market. Failure to follow these rules will result in the vendor forfeiting the cash value of the token and may result in expulsion for the market. _____ Vendor Initials

ALTERNATIVE FORMS OF PAYMENT-MARKET CASH

Vendors agree to accept alternative forms of cash, in the form of Market-produced vouchers, from Market patrons. “Market Cash” will have the same cash value as the amount designated on each voucher.

“Market Cash” can only be redeemed for fruits, vegetables, and herbs. “Market Cash” can only be used during the season in which it was printed. At the end of each Market, the vendor must turn in their “Market Cash” to the Market Manager, in the envelope provided to them, to redeem the voucher’s value in check. **It is the responsibility of the vendor to only except vouchers for the 2021 Market season. It is the vendor’s responsibility to only accept “Market Cash” for fruits, vegetables, and herbs. Failure to follow these rules will result in the vendor forfeiting the cash value of the voucher.** _____ Vendor Initials

FARM/SITE VISITS

In order to verify the “producer only” claim at this Market, we require that all vendors have a farm/site visit. Vendors will have a farm/site visit conducted at least once during the season (visit will be conducted by a member of the Ottawa County Farmers Market Association and a representative of the OSU Ottawa County Extension office, when possible).

Subsequent farm/site visits may be conducted if there is a suspicion/complaint of “resale” made by a patron, Market staff, or another vendor (in writing).

If it is found that a vendor is selling produce/products they have not grown or handcrafted (resale), the vendor may be asked to leave the Market, forfeiting any fees paid to the Market. _____ Vendor Initials



Credit/Debit/SNAP Vendor Agreement 2021 Season

The Ottawa County Farmers Market is a SNAP-authorized merchant and accepts credit and debit cards. The purpose of accepting credit cards, debit cards, and SNAP/EBT (Access Oklahoma) cards is to increase vendor sales, increase the accessibility of healthy fresh products to high risk populations in the county, and provide a convenience for our market patrons.

The procedure for accepting credit/debit will work as follows:

1. Patrons will present their credit or debit card to market staff at the information table.
2. Credit or debit card will be swiped for the amount requested (in increments of \$5).
3. The patron will be given \$5 wooden tokens in the requested amount.
4. Patrons will present credit/debit tokens to vendors to purchase any product at the market.
5. Cash change may be given for the credit/debit tokens.
6. ***\$1 EBT/SNAP tokens should not be given as change to market patrons.***

The procedure/rules for accepting EBT/SNAP (Access Oklahoma) are as follows:

1. Patrons will present their EBT (Access Oklahoma) card to market staff at the information table.
2. EBT card will be swiped for the amount requested (in increments of \$1).
3. The patron will be given \$1 wooden tokens in the requested amount.
4. Patrons will present EBT tokens to vendors to purchase the following products: fruits, vegetables, herbs, meat, eggs, baked goods, nuts, honey, dairy, and plants intended to grow produce.
5. ***The EBT tokens MAY NOT be used to purchase alcohol, beverages, cut flowers, soaps, lotions, or hot ready-to-eat foods.***
6. ***Cash change MAY NOT be given for EBT tokens.***
7. ***\$1 EBT tokens should not be given as change to market patrons.***

Vendors will keep tokens in the envelope provided at each market. At the end of each market, vendors will turn in their envelopes to the information table. Tokens will be counted and recorded. The amount of tokens turned in will be paid out by check to each vendor at the next scheduled market or mailed (vendor's choice).

It is the vendor's responsibility to only accept tokens labeled "Ottawa County Farmers Market" and to only accept EBT tokens for eligible purchases. Ottawa County Farmers Market WILL NOT reimburse vendors for tokens from other farmers markets.

By signing this agreement, you agree, as a vendor at the Ottawa County Farmers Market, to accept credit/debit/EBT tokens and to follow all rules of the SNAP program listed above. Failing to follow these rules will result in the vendor's expulsion from the market.

Business Name _____

Printed Name _____

Signature _____

Date _____



DOUBLE UP™
OKLAHOMA
A PROGRAM OF HUNGER FREE OK

Double Up Oklahoma

2021 Vendor Agreement

SIGNED CONTRACT MUST BE ON FILE PRIOR TO REIMBURSEMENT

This agreement by and between Ottawa County Farmers Market and
and (Vendor Business Name)

whose address is _____
city _____
state _____ zip _____ phone _____
_____ email _____

is effective during the Double Up Food Bucks program season in 2021 at the Market (above). This agreement authorizes the Vendor (above) to accept Double Up at the specified market from authorized SNAP participants in exchange for eligible products 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 incentives.
2. Exchange Double Up incentives ONLY for eligible products which include: fresh fruit and vegetables grown within the state where the Market is located, frozen, canned, or dried fruits and vegetables without additives (including sugar, sodium, or fat), plants and seeds the produce food, cut herbs and herb plants, and mushrooms.
3. Prove, upon request, that all product provided in exchange for Double Up incentives was grown within 75 miles of the state where the Market is located.
4. Not give change for purchases made with Double Up incentives.
5. Provide eligible products at or less than the current price charged to other customers.
6. Not allow the return of product purchased with Double Up in exchange for cash or non-food items.
7. Be monitored by the farmers market and/or Hunger Free Oklahoma for program compliance.
8. Not provide cash or credit in exchange for Double Up incentive.
9. Not accept Double Up incentive for non-food items.
10. Accept Double Up incentive from customers during the market's entire season.
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. Monitor reports from electronic system to account for incentive credits redeemed electronically and/or collect from the Vendor redeemed Double Up incentive and to account for and pay the Vendor for any incentive received by the market’s closing day.
2. Provide a sign for the Vendor to display indicating the Vendor accepts Double Up incentives.
3. Monitor sales to ensure program guidelines are followed.
4. Submit signed agreement to Hunger Free Oklahoma upon request.

SECTION III. EXCEPTION FOR COUNTIES BORDERING OTHER STATES

In counties bordering other states, the market may allow Double Up incentives to be redeemed for produce grown in the state where the Market is located and/or the state bordering that county.

SECTION IV. SANCTIONS

A Vendor and/or his/her employee(s) who violate the provisions above may be disqualified from the program and not allowed to participate in future programs. The Market will only reimburse a Vendor for Double Up tokens accepted in accordance with market and program guidelines.

SECTION V. CERTIFICATION

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

Vendor: _____ (Printed Name)

_____ (Signature)

_____ (Date)

MEMORANDUM OF AGREEMENT

Ottawa County Farmers' Market *and* the named Farmer (as identified on signature page)

The Oklahoma Department of Human Services Adult and Family Services (DHS AFS) and the Ottawa County Farmers' market have jointly entered into this initiative to facilitate the development of a Senior Farmers' Market Nutrition Program (SFMNP) in Oklahoma funded through the United States Department of Agriculture, Food and Nutrition Service (FNS). The purpose of the SFMNP is to make fresh fruits and vegetables available to low-income seniors; to increase consumption of specialty crops; and to foster success and development of farmers' markets in Oklahoma. In turn, the Ottawa County Farmers' Market now enters into this agreement with the stated farmer to jointly carry out the SFMNP.

The farmer shall:

- (1) Provide such information as DHS AFS may require for its periodic reports to FNS;
- (2) Assure that SFMNP EBT cards are redeemed only for eligible foods;
- (3) Provide eligible foods at or less than the price charged to other customers;
- (4) Accept SFMNP cards/tokens within the dates of their validity and submit such cards/tokens for payment within the allowable time period established by DHS AFS;
- (5) Accept training on SFMNP procedures and provide training to any employees or representatives who work at the farmers' stand;
- (6) Be accountable for actions of all the farmers' representatives in the provision of eligible foods and related activities;
- (7) Agree to be monitored for compliance with SFMNP requirements, including both overt and covert monitoring;
- (8) Require a refund paid to DHS AFS for any transactions in violation of this agreement;
- (9) Offer SFMNP participants the same rights and courtesies as other customers;
- (10) Comply with the nondiscrimination provisions of USDA regulations as provided in §249.7;

The farmer shall not:

- (11) Seek restitution from SFMNP participants for coupons not paid by DHS AFS; nor
- (12) Issue cash change for purchases that are less than the value of the SFMNP token(s); nor
- (13) Collect tax on SFMNP token purchases.

Length of Agreement:

- (1) Agreements may not exceed 1 year.

- (2) Neither DHS AFS, the farmer nor the farmers' market, has an obligation to renew the agreement. DHS AFS, the farmer or the farmers' market may terminate the agreement for cause after providing advance written notification.

Training:

State agencies, DHS AFS and the Oklahoma Department of Agriculture, Food and Forestry (ODAFF), shall conduct annual training for farmers and farmers' market managers. State agencies must conduct interactive training for all farmers and farmers' market managers who have never previously participated in the SFMNP. After a farmer/farmers' market manager's first year of SFMNP operation, State agencies have discretion in determining the method used for annual training purposes. At a minimum, annual training shall include instruction emphasizing:

- (1) Eligible food choices;
- (2) Proper SFMNP redemption procedures, including deadlines for submission of card/tokens for payment;
- (3) Equitable treatment of SFMNP participants, including the availability of eligible foods to SFMNP participants that are of the same quality and cost as that sold to other customers;
- (4) Civil rights compliance and guidelines; and
- (5) Guidelines for storing SFMNP tokens safely.

Monitoring and Review:

The State agencies (DHS AFS and ODAFF) shall be responsible for the monitoring of farmers and farmers' markets. This shall include developing a system for identifying high risk farmers and farmers' markets, and ensuring on-site monitoring, conducting further investigation, and sanctioning of such farmers and farmers' markets.

At a minimum, the following shall be documented for all on-site monitoring visits to farmers and farmers' markets:

- (1) Names of both the farmer or farmers' market and the reviewer;
- (2) Date of review;
- (3) Nature of problem(s) detected or the observation that the farmer or farmers' market appears to be in compliance with SFMNP requirements;
- (4) Record of interviews with participants, market managers, and farmers; and
- (5) Signature of the reviewer.

Reviewers are not required to notify the farmer and farmers' market of the monitoring visit before, during, or immediately after the visit. The State agency shall do so after a reasonable delay when necessary to protect the identity of the reviewer(s) or the integrity of the investigation.

In instances where the farmer and farmers' market will be permitted to continue participating in the SFMNP after being informed of any deficiencies detected by the monitoring visit, the farmer and farmers' market shall provide plans as to how the deficiencies will be corrected.

Penalties:

DHS AFS may deny payment to the farmer or farmers' market for improperly redeemed SFMNP tokens and may demand refunds for payments already made on improperly redeemed transactions.

DHS AFS may demand a refund from any program that fails to provide the full benefit to all SFMNP shareholders as specified in its contract, or that provides ineligible foods as substitutes for eligible foods.

DHS AFS may disqualify a farmer or farmers' market for SFMNP violations. The farmer or farmers' market has the right to appeal a denial of an application to participate, a disqualification, or a SFMNP sanction by DHS AFS. Expiration of a contract or agreement with a farmer or farmers' market and claims actions under §249.20, are not appealable.

A farmer or farmers' market which commits fraud or engages in other illegal activity is liable to prosecution under applicable Federal, State or local laws.

I have received the required SFMNP training from ODAFF/DHS, and I understand and agree to abide by the above mentioned terms of the Memorandum of Agreement.

Farmer's Name (print)

Business Name (print)

Farmer's Signature

Date

Ottawa County Farmers' Market Representative (print)

Ottawa County Farmer's Market Representative's Signature

Date