

**SENIOR FARMERS' MARKET NUTRITION PROGRAM (SENIOR PROJECT FRESH/MARKET FRESH)  
AGREEMENT BETWEEN MARKET MASTER AND FARMER**

**PLEASE NOTE: THE MARKET MASTER RETAINS THE ORIGINAL. DO NOT SEND COPIES TO MDHHS'  
BEHAVIORAL AND PHYSICAL HEALTH AND AGING SERVICES ADMINISTRATION**

Market Master Name (Legal Name):

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Market Master Address:

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Phone: (     ) \_\_\_\_\_ County/Local Agency \_\_\_\_\_

This agreement by and between \_\_\_\_\_ **Market Master**, and  
\_\_\_\_\_ **Farmer**, whose address is

\_\_\_\_\_ is effective between \_\_\_\_\_, 2022

and October 31, 2022. This agreement is for the purpose of authorizing the above-mentioned Farmer to  
accept Senior Project FRESH/Market FRESH coupons at

\_\_\_\_\_ (Market Location) from authorized Senior Project  
FRESH/Market FRESH participants in exchange for eligible products.

**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 Senior Project FRESH/Market FRESH coupon matches the signature appearing on the coupon holder.
- (b) Display a sign, provided by the state agency, stating "**Senior Project FRESH/Market FRESH Coupons Welcome Here.**"
- (c) Not to accept Senior Project FRESH/Market FRESH coupons outside of their date of validity.
- (d) Display the prices of all authorized products.
- (e) Be a grower of some of the products that are exchanged for Senior Project FRESH/Market 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, products in exchange for Senior Project FRESH/Market FRESH coupons. "Locally grown" is considered any part of Michigan, and the bordering counties of Ohio, Indiana or Wisconsin.
- (g) Not give cash change for purchases of less than the value of the coupon(s).
- (h) Provide eligible locally grown products at the current price or less than the current price charged to other customers.
- (i) Not allow the return of products purchased with Senior Project FRESH/Market 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 Senior Project FRESH/Market FRESH coupons.
- (l) Not collect sales tax on Senior Project FRESH/Market FRESH purchases.
- (m) Not redeem Senior Project FRESH/Market FRESH coupons from unauthorized sources.
- (n) Not charge the Senior Project FRESH/Market FRESH program for food not received by the clients.
- (o) Not redeem Senior Project FRESH/Market FRESH coupons for non-food items

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- (p) Comply with all state or federal laws regarding nondiscrimination on the basis of race, color, national origin, sex, age or disability (as described in the nondiscrimination provisions of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments Act of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and the Department of Agriculture regulation of nondiscrimination (7CFR Parts 15, 15a and 15b).
- (q) Be accountable for the actions of your employees, especially in regard to civil rights compliance.

**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 DHHS Behavioral and Physical Health and Aging Services Administration, PO Box 30676, Lansing, MI 48909. 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: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Signature: \_\_\_\_\_

Market Name: \_\_\_\_\_  
 Market Master Name: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Signature: \_\_\_\_\_