

# Farmer Market Agreement

## Cherokee Nation WIC Farmers Market

WIC Farmers' Market Nutrition Program (FMNP)  
Senior Farmers' Market Nutrition Program (SFMNP)

This agreement is good for the following years:  
**2023, 2024, 2025**

<b>Name of Contact Person:</b>	
<b>Name of Farm:</b>	
<b>Farm Address:</b>	
<b>Telephone Number:</b>	
<b>Email Address: (required)</b>	
<b>Mailing Address:</b>	
<b>City:</b>	
<b>State:</b>	
<b>Zip:</b>	

Farmer Identification Code Number:	
------------------------------------	--

(4-Digit Permanent ID Code Number  
Issued by Market)

Main Market where Farmer will sell produce:	
---	--

(5-Digit Market ID Code Number Issued  
by CNFMNP)

Please list all AUTHORIZED Markets you will sell at. Your Permanent ID number will work only at Farmers' Markets authorized by CNFMNP

Market Name:	
Market Name:	
Market Name:	
Market Name:	
Market Name:	

I intend to offer the following eligible fresh, unprepared fruits and/or vegetables, and herbs for purchase with FMNP and SFMNP benefits:


The undersigned represents that they are either the owner of the above-named Farm or that they have full authority to enter into this Agreement for the Farm and to accept and agree to all the provisions on pages 3-7 below.

\_\_\_\_\_  
Farmer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
CNFMNP Program Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lisa Pivec, Interim Executive Director,  
Public Health

\_\_\_\_\_  
Date

\_\_\_\_\_  
Corey Bunch, Chief of Staff,  
Cherokee Nation

\_\_\_\_\_  
Date

***Please Complete and Return to:***

Cherokee Nation Farmers' Market Nutrition Program  
Cherokee Nation WIC  
Tahlequah, OK 74464

Email: [wic@cherokee.org](mailto:wic@cherokee.org)  
Phone: (918) 453-5589  
Fax: (918) 458-4460

# Farmer Market Agreement

Please detach and keep for your records

FARMER:

---

Your permanent ID Code Number is:

---

This number should be used at all authorized Farmers' Markets you participate in. If you have any questions, or changes to contact information, please call CNFMNP - FMNP State Office at (505) 476-8816.

This agreement is valid for the 2023, 2024, and 2025 market years.

Farmer must meet the following criteria in order to be authorized to participate in the FMNP, SFMNP and FMNEP. Farmer must comply with the selection criteria. The CNFMNP may reassess the Farmer at any time using the selection criteria. A Farmer not complying with the selection criteria will be removed from eligibility to participate in the FMNP, SFMNP and FMNEP.

## **Farmer Selection Criteria:**

1. The Farmer must complete and submit a Farmer Agreement to the Market Manager for review and approval no later than **June 8 of the season** she/he wishes to participate in.
2. If selected to participate, the Market Manager will assign Farmer a Farmer ID Code Number. The Market Manager will submit the new/renewed Farmer Agreement to the CNFMNP.
3. To participate in FMNP/SFMNP the Farmer must be an authorized member of an organized Farmers' Market that has been approved by the CNFMNP.
4. The Farmer must be the grower of FMNP and SFMNP-eligible fruits, vegetables and herbs, and may sell only produce grown locally within the borders of Cherokee Nation Reservation. No produce may be sold as resale. An out of state but within the U.S.A. farmer may sell their own locally grown produce at a CN WIC market. The out of state farmers must be the farmer of CN FMNP and SFMNP eligible fruits and vegetables and herbs. No produce may be sold as resale.
5. The Farmer is responsible for applying for and maintaining all required business licenses.
6. The Farmer/Grower must participate in annual training provided by the CNFMNP. The Farmer/Grower shall attend an in person training the first year of the agreement (if they have not been previously participated in the program). After the first year in operation, a Farmer/Grower must participate in training every year of the agreement. The CNFMNP, or its authorized representative, and/or the Market Manager, will perform the training. Training information will be determined and designated by the CNFMNP and/or the market managers, annually.

7. The term of the Agreement is three years. A farmer may sign up any time during the three-year cycle but must renew when the next three-year cycle starts.

**Farmer Agrees To:**

1. Accept training for the WIC Farmers' Market Nutrition Program, Farmers' Market Nutrition Enhancement Program and the Senior Farmers' Market Nutrition Program.
2. **Display** the "Cherokee Nation Farmers' Market Nutrition Program Accepted Here" sign as proof of authorization to participate.
3. Process benefit payment only for eligible fresh, unprepared fruits and vegetables as defined by United States Department of Agriculture (USDA), Food and Nutrition Services (FNS) and the CNFMNP FMNP.
4. Provide eligible fresh, unprepared fruits and vegetables at not more than the current price charged to other customers.
5. Offer the FMNP and SFMNP participants the same courtesies as all other customers and to otherwise comply with all applicable USDA regulations governing **nondiscrimination** in services. Farmer expressly agrees not to discriminate against any FMNP, FMNEP and SFMNP participants on the basis of race, color, national origin, age, sex, handicap or disability.
6. Accept FMNP and SFMNP participant benefits only within the **valid dates (July 1 through November 29<sup>th</sup>)** of the current market season.
7. Provide no cash change, rain checks or "I O U's" and collect no tax.
8. Assure that she/he will not seek restitution from FMNP, FMNEP and SFMNP participant(s) for benefits that were improperly processed and not paid for by the CNFMNP FMNP and SFMNP.
9. Pay the FMNP and SFMNP participants for any benefits processed in violation of the agreement.
10. Acknowledge that the Farmer is held accountable for the actions of individuals they (the Farmer) authorize to assist with any FMNP and SFMNP-related activities.
11. Cooperate with the staff from the CNFMNP Farmers' Market Nutrition Program in monitoring for compliance with the required program procedures.
12. Only farmers selling produce grown locally may participate in the WIC Farmers' Market Nutrition Program (FMNP), Farmers' Market Nutrition Enhancement Program (FMNEP) and Senior Farmers' Market Nutrition Program (SFMNP). The Farmer must be prepared to demonstrate that all produce subject to the program was produced locally within the borders of Cherokee Nation and/or within an 80-mile radius of the market if outside of the Cherokee Nation border, but must be within the USA.
13. Reselling of agricultural products is strictly prohibited. Reselling is defined as produce purchased for resale to market customers. Individuals who exclusively sell produce grown by someone else, such as wholesale distributors, cannot be authorized to participate in the WIC Farmers' Market Nutrition Program (FMNP) and Senior Farmers' Market Nutrition Program (SFMNP).
14. Provide such information as the CNFMNP FMNP shall require for its periodic reports to USDA, Food and Nutrition Service (FNS).

15. Promptly notify the CNFMNP office if farmer operations cease prior to the end of the authorization period.
16. Benefits may only be accepted at the authorized Farmers' Market locations. You may not accept them at roadside stands (unless you have a Roadside Stand Agreement with the CNFMNP) or at any other locations off authorized market grounds.
17. The FMNP, FMNEP, SFMNP and the farmer understand that each market may have their own rules and regulations in determining who may sell at that market.
18. A Farmer suspected of, and/or, violating USDA, FMNP, FMNEP or SFMNP rules and regulations will be investigated by the CNFMNP. A farmer who is found in violation(s) of USDA, WIC FMNP or SFMNP rules and regulations will be subject to disciplinary action as deemed appropriate to the nature and severity of the violation(s).
19. A Farmer that is disqualified from the FMNP or SFMNP may not participate at any authorized Farmers' Market during the disqualification period.
20. The FMNP or SFMNP may deny payment to the Farmer for improperly redeemed benefits or may establish a claim for payments already made on improperly redeemed benefits.
21. The Farmer may appeal a decision that adversely affects the Farmer except the expiration of this agreement. The appeal procedure is detailed in the Farmers' Market Nutrition Program Manual.
22. If any benefits are rejected and/or returned by the bank due to incorrect Farmer bank information, the CNFMNP FMNP will not pay rejected and/or returned benefits or bank charges incurred by Farmer
23. FMNP and SFMNP benefits will have an internal software stop date of November 29<sup>th</sup> at 5:00 p.m., no other transactions will be allowed to be processed.
24. Farmer agrees to abide by all laws, regulations, policies and procedures governing the FMNP and SFMNP and understands that violation of such provisions may result in sanctions, criminal penalties, or both. Farmer acknowledges that any and all losses shall be the sole responsibility of the Farmer and that under no circumstances shall the State FMNP, FMNEP and SFMNP Office be held liable for any such losses.
25. Farmer acknowledges and understands that the provisions of state and federal law concerning the FMNP and SFMNP regulations, policies and procedures promulgated pursuant to such laws are incorporated into this agreement by reference.

**IMPORTANT!**

**A Farmer who commits fraud or abuse of the program is liable to prosecution under State, Federal, and Local law. Farmers and/or Farmers' Markets who willfully misapply, steal, or fraudulently obtain program funds shall be subject to fines of up to \$10,000 (ten thousand dollars), or imprisonment for up to five years, or both. If such funds, assists, or property are the value of \$100 (one hundred dollars) or less, the fine is not more than \$1,000(one thousand dollars) and imprisonment is for not more than one year, or both.**

By signing this agreement (page 2) the Farmer represents that all produce subject to this agreement was produced locally by him/her or a family member. In compliance with USDA, FNS federal regulations at 7 CFR Part 248, 7 CFR Part 249, and CNFMNP Farmers' Market Nutrition Program regulations and policies incorporated herein by reference, the Farmer signature indicates acceptance of the terms and conditions of this written agreement. Neither the FMN{ or SFMNP, the Farmer and/or the Farmers' Market have an obligation to renew the agreement. The FMNP, FMNEP, SFMNP, the Farmer and/or the Farmers' Market may terminate the agreement after providing advance written notification of at least 15 days.

**USDA Nondiscrimination Statement:**

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotope, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD3027) found online at:

[http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992.

Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7442; or
- (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

This institution is an equal opportunity provider.