



Attachment A:

2015 FMC Free SNAP EBT Equipment Program Participant Agreement

The Farmers Market Coalition’s Free SNAP EBT Equipment Program offers each approved farmers market or direct marketing farmer (“Program Participant”) the freedom to choose the SNAP EBT equipment and service provider they judge to be best suited for their unique needs.

This SNAP EBT Equipment Program Participant Agreement (the “Agreement”) is made effective on <Month, Day, Year> _____ by and between <Program Participant> _____, <position of primary contact> _____ and the Farmers Market Coalition (each a “Party” and collectively, the “Parties”). In consideration of the mutual covenants, representations, and conditions contained herein, Program Participant and FMC hereby agree as follows:

The Farmers Market Coalition agrees to provide funding¹ to or on behalf of the Program Participant in an amount equal to:

- a. Year One (2015)- the cost of the purchase or lease of one wireless SNAP EBT System² plus set SNAP EBT Service Costs,³ for 12 months following the date of agreement;
- b. Year Two (2016) - (12) months of set SNAP EBT Service Costs following Year One; and

¹ Total funding to any Program Participant shall not exceed \$3,000 for the entire 3-year period of the Farmers Market Coalition’s Free SNAP EBT Equipment Program.

² “System” is defined to include EBT card readers and terminals, printers, smart phones or other wireless enabled devices necessary for SNAP processing.

³ “SNAP EBT Service Costs” are defined to include customer service fees, data breach insurance, wireless service, and reactivation fees as set in the service provider invoice. Transaction fees, penalties and cancellation fees are **NOT** acceptable SNAP EBT Service Costs within Farmers Market Coalition’s Free SNAP EBT Equipment Program.

- c. Year Three (2017) - (12) months of set SNAP EBT Service Costs following Year Two.

The Program Participant represents that:

1. The Program Participant is a SNAP-authorized farmers market or direct marketing farmer (who sells at one or more farmers markets);
2. The Program Participant became SNAP authorized before Nov. 18, 2011; and
3. The Program Participant does not currently possess functioning EBT equipment; or the Program Participant currently possesses functioning EBT equipment, but received that equipment before May 2, 2012.

The Program Participant agrees to:

1. Use funds received from the Farmers Market Coalition exclusively to purchase equipment and services necessary for processing SNAP EBT transactions;
2. Alert FMC, via email at ebt@farmersmarketcoalition.org, upon the receipt of their SNAP EBT equipment;
3. Report details on the use of their SNAP EBT equipment to FMC before the end of the calendar years of 2015, 2016 and 2017. Funding for the following year will not be released until this report has been received and reviewed. Certification in good faith by the Program Participant that the report is accurate and truthful is a condition of payment within the meaning of the False Claims Act (31 U.S.C. §§ 3729-3732).
4. Notify FMC (within 30 days) in the event that the Program Participant ceases regular operation of the SNAP program. FMC views ceasing regular operation of the SNAP program to be a cessation of offering the opportunity for customers to process SNAP EBT transactions in the direct-marketing environment.

Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

Attorneys' Fees and Costs. If any legal action or other proceeding is brought to enforce this Agreement, the successful or prevailing Party, if any, shall be entitled to recover reasonable attorneys' fees and other related costs, in addition to any other relief to which that Party is entitled to for breach of the terms of this Agreement. In the event that it is the subject of dispute, the court who presides over such legal action or proceeding is empowered to determine which Party, if any, is the prevailing party in accordance with this provision. In no event will there be a trial by jury.

Entire Agreement. This Agreement contains the entire agreement between the Parties related to the matters specified herein, and supersedes any prior oral (including workshops, webinars, and presentations) or written statements (including promotional materials, social media posts, and weekly member emails) or agreements between the Parties related to such matters.

No Assignment. Unless agreed to in writing by the Farmers Market Coalition, the rights and obligations set forth in this Agreement are non-assignable. If, however, the Program Participant wishes to have a successor continue the SNAP Program during the 3-year duration of the Farmers Market Coalition’s Free SNAP EBT Equipment Program, the Program Participant and successor shall jointly contact the Farmers Market Coalition to discuss potential assignment of the rights and obligations under this Agreement.

Applicable Law. This Agreement shall be governed exclusively by the laws of Florida, without regard to conflict of law provisions.

Signatures. This Agreement shall be effective as of the date first written above. This Agreement may be executed in counterparts, which shall then be read together and shall constitute for all purposes a single, binding agreement.

In witness of their agreement to the terms and conditions above, the Parties or their authorized agents hereby affix their signatures:

Jennifer Cheek
Executive Director
Farmers Market Coalition

Date

Primary Contact
Title _____
Email _____
Business phone _____
Mobile phone _____

Date