



Farm and Fish Market Producer Agreement

Thank you for your interest in selling your products with Central Coast Food Web's Farm and Fish Market ("Market"). The Market was created to help fishers and farmers sell their products so that they can focus valuable time and resources where they're needed most. With both retail and wholesale marketing options, the Market serves as a one-stop-shop for individuals, families, restaurants, schools, hospitals, and grocery retailers to easily access the food grown and harvested on the central coast. Producers that grow and land seafood in Lincoln County, Oregon are eligible to participate.

1 AGREEMENT

This Producer Agreement is entered into between _____ (Producer) and the Central Coast Food Web (CCFW) and shall be effective on the date it is signed by both parties.

2 ONBOARDING CHECKLIST: ALL FORMS MUST BE SUBMITTED BEFORE SELLING AT THE MARKET.

- ✓ Copy of business registration or license.
- ✓ Completed W-9 (We use this to send 1099 tax forms at the end of each year).
- ✓ Copy of business insurance and Additional Named Insured Certificate.
- ✓ Relevant food licenses.
- ✓ Watch all required Local Food Marketplace training videos.
- ✓ Fill out Market Offerings Calendar and create a Producer Profile
- ✓ Read the Producer Agreement thoroughly and return the signed copy.

3 CCFW COMMITMENTS AND RESPONSIBILITIES

1. CCFW will use reasonable efforts to market and sell Producer's Eligible Products on the Market. Eligible Products are listed in Exhibit A and must be agreed with CCFW prior to sale on the Market.
2. CCFW will pay the Producer for all final sales of its products at the end of each month, minus any customer returns, as further set forth below in the Markup and Commission Section below.
3. CCFW intends to operate the Market once per week, year-round. The Market may be subject to temporary closures at the complete discretion of CCFW due to holidays, extreme weather or other circumstances that arise.
4. CCFW educates potential customers about its products through knowledgeable staff, social media, and other marketing tools.
5. CCFW seeks to build a robust market with local products attractive to consumers including vegetables, fruits, seafood, meat, dairy, grains, artisanal foods, and non-perishables.
6. CCFW makes no commitment to maintain exclusive contracts with any individual producer and may, at its discretion, choose to offer the same type of food products from multiple producers.
7. CCFW will provide adequate short term refrigeration, freezer, and/or dry storage for products pre-ordered through the Market and which are delivered by Producer pursuant to CCFW's delivery instructions. Longer term refrigerated or dry storage and use of CCFW's facilities and equipment for processing and packaging of some products are available to rent at CCFW's Yaquina Lab location pursuant to our separate Membership Agreement.
8. CCFW will refresh and restock frozen and shelf-stable products from available on-site inventory and will communicate sales and inventory supply information to Producer.
9. CCFW shall have no responsibility for Producer products that are delivered outside of CCFW's delivery instructions and for which no long term storage arrangements have been made with CCFW.

4 PRODUCER COMMITMENTS AND RESPONSIBILITIES

1. The Producer understands and agrees that in order to participate in the Market, it must continue to grow or land its food or seafood products in Lincoln County, Oregon or otherwise be excepted from that requirement by CCFW in writing.
2. Prior to selling its products on the Market, the Producer will submit to CCFW all documents set forth in the Onboarding Checklist set forth in Section 2 of this Agreement.
3. The Producer must maintain and have internet access and a working email that is checked frequently.
4. The Producer will continue to own its products prior to the final sale and set the price for its products unless otherwise specified. The Producer will work with CCFW staff to make sure that pricing is consistent with similar products, as appropriate. Producers are encouraged to set prices based on market research and input costs, and to consider that overpricing items will deter sales.
5. The Producer will comply with quality standards and feedback as required by Oregon and Federal law and as otherwise outlined by CCFW staff. Products that consistently fail to meet quality standards will be discontinued.
6. The Producer will authorize CCFW staff to act on its behalf and within CCFW's complete discretion for replacement items and customer returns of its products.
7. The Producer will fill out the Market Offerings Calendar to the best and most thorough knowledge available. Producer will communicate changes to the type and quantity of products it intends to sell through the Market with as much advance notice as possible.
8. Producer will provide a short description of themselves/their operation and provide a photo for an online Producer profile.
9. The Producer will deliver pre-ordered products during regular business hours on the day before the order is to be picked up by the retail/wholesale customer, unless otherwise arranged. Products delivered more than one day before the customer pick-up date or delivery of products that have not been pre-ordered will be subject to a storage fee.

10. The Producer will assist CCFW staff in bringing in and properly storing products as needed.
11. The Producer will bring an itemized list of inventories of its Products with each delivery.
12. The Producer will communicate with CCFW about how to care for its Products.
13. The Producer may opt to claim expiring food products or have them donated on their behalf.

5 PRODUCER PAYMENT, MARKUP AND COMMISSION

For the Market to be financially viable, there is a markup and commission on all products.

For Retail products sold by CCFW to individuals at the Market, the Producer sets the price for its product ("Producer Price"). CCFW will mark up the Producer Price by 25% to establish the "Retail Price" to be listed on CCFW's online Market.

CCFW may lower the markup at any time to meet market demand. At all times the Producer will be paid the Producer Price by CCFW once the product is sold, unless otherwise agreed between Producer and CCFW. CCFW will retain the difference between the Retail Price and Producer Price, as reflected in the example below:

- Producer Price: \$10
- 25% Markup: \$2.50
- Retail Price: \$12.50
- Payment to Producer: \$10
- Markup/Commission retained by CCFW: \$2.50

For Wholesale products totaling under \$1,000.00 USD sold to restaurants, institutions, and food hubs, etc. by CCFW at the Market, CCFW will mark up the Producer Price by 10% to establish the "Wholesale Price" to be listed on CCFW's online Market. At all times the Producer will be paid the Producer Price by CCFW once the product is sold, unless otherwise agreed between Producer and CCFW. CCFW will retain the difference between the Wholesale Price and Producer Price, as reflected in the example below:

- Producer Price: \$900
- 10% Markup: \$90

- Wholesale Price: \$990
- Payment to Producer: \$900
- Markup/Commission retained by CCFW: \$90

For wholesale products totaling \$1,000.00 USD and over, CCFW will mark up the Producer Price by 5%.

These commissions pay for the Market's operating costs, including the credit card processing fees for customer purchases.

6 LIMITED NON-COMPETE AGREEMENT

Producers may sell their products through other channels in addition to the Market. The intention of the CCFW is to strengthen access to local food and to assist producers in our community by creating economic opportunities, providing critical infrastructure, and streamlining cooperative enterprises. However, if a relationship with a wholesale customer is established through the Market, the relationship shall remain with the Market and under no circumstances shall Producer seek to sell the same products directly to that wholesale customer within one year after Producer sold its last product through the Market to that wholesale customer. This ensures that the Market remains robust enough to provide opportunities to all our producers and encourages customers to continue to seek out the Market for access to local foods.

7 PRODUCT LABELING

All pre-packaged products must be labeled in accordance with federal or state law and include the following information:

1. Product identity or description, net weight, and ingredients statement (including any major allergens)
2. The address of the agricultural producer
3. Whole eggs, seeds, and honey (if the producer has more than 20 hives) must be labeled with the following, no less than one-eighth inch in height: "THIS PRODUCT IS NOT PREPARED IN AN INSPECTED FOOD ESTABLISHMENT" "NOT FOR RESALE"

8 LICENSING AND INSURANCE

Producers are required to provide CCFW with all current Oregon Department of Agriculture food safety issued licenses, and valid business or related insurance coverage. Producers must also carry product liability insurance and add CCFW as an additional

named insured on its policy. Producer's insurance provider must submit an additional named insured certificate to: hello@centralcoastfoodweb.org Or mail to:

Central Coast Food Web
3814 Yaquina Bay Rd.
Newport, OR 97365

9 HOLD HARMLESS

Producer agrees to defend, indemnify and hold harmless CCFW and its agents, officers, employees and Board members from and against all damages, claims, demands, suits, or actions resulting from, relating to or arising out of: 1) any bodily injury or death due to Producer's product; and 2) any property damage, bodily injury or death to Producer or caused by Producer or its agents while visiting or using the CCFW facilities in conjunction with Producer's products.

I have read and understand and agree to all of the terms of this Agreement and those terms set forth in Exhibit A, which is incorporated herein.

Producer Name (legal business name if entity or individual name if not):

Producer Physical Address:

Address for mailing checks:

Contact Name:

Phone Number:

Email:

Producer Signature: _____ **Name / Title:** _____

CCFW Signature: _____ **Name / Title:** _____

Date: _____

EXHIBIT A TO PRODUCER AGREEMENT

Eligible Producers and Products

Only producers who grow or land seafood in Lincoln County, Oregon are eligible to sell products through the Market. Exceptions may be made on a case-by-case basis for products not readily available from producers in Lincoln County.

Products sold on the Market are limited to:

- Fresh or cured fruits, vegetables, edible flowers, herbs, plant starts, shelled nuts.
- Whole eggs (producer must maintain an egg handlers license; reused cartons are prohibited)
- Honey (only when not combined with other ingredients or honey from other apiaries)
- Mushrooms (if foraged, they must be labeled as directed in ODA Food Code Fact Sheet #8)
- Breads and baked goods (producer must maintain a domestic kitchen bakery license)
- Prepackaged meats (producer must maintain prepackaged meat sellers license)
- Seafood - frozen or canned (producer must maintain all applicable licensing)
- Dairy products (producer must maintain dairy license)
- Other pre-approved value-added agricultural products prepared in a licensed kitchen with a food processing license
- Other pre-approved non-food items deemed appropriate to the context of the Market by CCFW staff.