



Food Roots Marketplace Producer Agreement
Policies, Guidelines, and Eligible Products
Please keep a copy for your records

Thank you for your interest in selling your products with Food Roots Marketplace! Please review our policies and procedures and sign below.

In Person Marketplace Operations

113 Main Ave, Tillamook
Tues - Fri 2 pm – 5:30 pm year-round
Seasonal hours subject to change

Online Marketplace Operations

www.foodrootsnw.org/marketplace
Ordering window: Tues 5 pm - Sat 11:30 pm
Producer delivery: Monday 9 am - 12 pm
Customer pickup: Tuesday 2 pm - 5:30 pm

**We use Local Food Marketplace (LFM) software to operate our online marketplace. This is a third party service that houses our storefront, accepts customer payment, manages inventory, organizes distribution, and allows producers to control their offerings. Producers are required to have internet access and a working email that is checked often.*

All operations are subject to change as determined by Food Roots

Onboarding Checklist: All forms must be submitted before selling at Marketplace

- [Completed W-9](#), we use this to send 10-99 tax forms at the end of each year.
- Copy of business insurance.
- Proof of business license including relevant food licenses.
- Watch all Local Food Marketplace [training videos](#).
- Read the Producer Agreement thoroughly and return the signed copy.

Food Roots Marketplace Commitments

- Marketplace offers regular in-person store hours, weekly online ordering, and special events.
- Marketplace educates potential customers about its products through knowledgeable staff, social media, and other marketing tools.
- Marketplace seeks to build a mixture of local products attractive to consumers including vegetables, fruits, meat, dairy, grains, artisanal foods, and non-perishables.
- Marketplace's mission is to support all relevant producers, and makes no commitment to maintain exclusive contracts with any individual producer.
- Marketplace accepts cash, all major credit cards, SNAP benefits, and Farm Direct Nutrition Program checks from a central checkout point for all eligible products.
 - Marketplace encourages Snap Shopper with the SNAP Match program bringing in a wider variety of shoppers.
- Marketplace has refrigeration, freezer, and dry storage for retail displays & limited storage of products

- Marketplace refreshes and restocks produce from available in-store inventory and will communicate sales and inventory supply information to producers.
- Marketplace pays 80% of gross retail sales to producers at the end of each month.
 - See [2022 Marketplace Producer Payout Schedule](#) for exact date ranges.

Producer Commitments

- Producers will own and set the price for their products unless otherwise specified. Producers will work with Marketplace to make sure that pricing is consistent with similar products as appropriate.
- Producers will comply with Marketplace quality standards and feedback outlined by Marketplace Coordinator and Food Roots staff. Products that consistently fail to meet Marketplace quality standards will be discontinued. These standards make Marketplace competitive with local grocery stores, securing the success of all our individual producers and Marketplace as a whole.
 - The FR Marketplace staff are your representatives in the store and will use their discretion to issue refunds/discounts when situations arise.
- Producers will provide a sufficient supply to match demand through deliveries at least once per week for perishable items, and as needed for non-perishable items. Maintaining availability of products is critical for customer satisfaction and returning business. The store has limited cooler and dry storage space which is available for producers to store inventory.
- Producers will deliver on Mondays during regular business hours unless otherwise arranged. Producers will assist Marketplace staff in bringing in and properly storing products as needed.
- Producers will bring an itemized list of inventory with each delivery to assist FarmTable staff in correctly entering their products into inventory. *Ex. 10 bags carrots, 20 bags salad mix, 10 bags kale.*
- Producers will communicate with Marketplace about how to care for your products.
- Producers will be responsive and will be proactive in communicating changes.
- Producers will authorize Marketplace to act on their behalf for replacement items and returns.
- Producers may opt to claim expiring food products or have them donated on their behalf.

Monthly Administrative Fee, Markup and Commission

Food Roots main goal as a non-profit is to build a robust food system in Tillamook County. Helping producers succeed by increasing food sales and overall visibility is an important piece in that mission. For the Marketplace to continue to be a success and offer different revenue opportunities for local producers there is a small markup/commission and administrative fee.

- The **markup is 25%** of the Producer Price which is the final Retail Price. The Marketplace's **commission is 20%** of the final Retail Price. It is important to note the producer has control over the Producer Price as long as it is within the overall market value. Example: Producer Price is \$10 making the Retail Price \$12.50 and the Marketplace's commission is \$2.50. (20% of \$12.50 is \$2.50)
- The Marketplace will charge a small administrative fee for all active Producers selling products with the Marketplace. The fee will be taken out of the monthly producer payout and the fee guidelines are:
 - \$10 per month (active sales).
 - \$100 for 12 months of sales if paid upfront.
 - New producers will have administrative fees waived for the first two months.
 - Monthly fees will only be deducted if overall producer sales are \$100 and above per month.

Eligible Producers and Products

Only producers who grow in Tillamook County and adjacent counties are eligible to sell food, plants, or other agricultural products at FR Marketplace.

Products sold at FarmTable 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

All pre-packaged products must be labeled with the following:

- Product identity or description, net weight, and ingredients statement (including any major allergens)
- The address of the agricultural producer
- 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"

Documentation of required licensing and insurance

You are required to provide Food Roots with all current Oregon Department of Agriculture food safety issued licenses, and valid business or related insurance coverage. You must carry product liability insurance and add Food Roots as additionally insured on your policy. Your insurance provider must submit an additionally insured certificate to Food Roots at P.O. Box 1275, Tillamook, OR 97141.

Hold Harmless

By applying and paying for vendor fee, the vendor agrees to abide by the program policies and procedures and to indemnify, defend, and hold harmless Food Roots and its partners from and against all damages, claims, demands, suits, actions resulting from, or because of, any damage to property or bodily injury or death of any person arising out of the occupancy and/or use of FarmTable store by the participant or guests.

Agreement

I have read and understand the Food Roots Marketplace Policies, Guidelines, Fee/Commission and Eligible Products, and agree to comply with all requirements. I recognize that the goal of Food Roots Marketplace is to help me sell my products and understand that this effort to grow the local food system will require flexibility and cooperation from everyone involved.

Address for mailing checks: _____

Phone Number: _____ **Email:** _____

Producer Signature: _____ **Date:** _____