



Oak Park Farmers Market

Illinois LINK Up Double Coupon Grant, Illinois Link, MasterCard, Visa, Discover Card and Debit Card Processing Agreement

This agreement is between the Village of Oak Park, 123 Madison St., Oak Park, IL and _____

Vendor Address for acceptance and processing of, Illinois LINK Up double coupons, Illinois LINK electronic benefit cards as well as VISA, MasterCard, Discover and Debit Cards.

Whereas, the Village of Oak Park operates the Oak Park Farmers Market; and

Whereas, the Oak Park Farmers Market has received federal approval to accept the Illinois LINK card at the Farmers Market; and

Whereas, Vendor is an approved market vendor who wishes to allow customers to use an Illinois LINK card for purchases at the Oak Park Farmer's Market, subject to the terms and conditions of this agreement; and

Whereas, the introduction of LINK card technology to the Oak Park Farmers Market will also allow for transactions using VISA, Discover, Master Card and Debit Cards.

Now Therefore, the parties agree as follows:

A. **Term of Agreement.**

This Agreement will be valid on the date signed by the vendor and will expire on October 27, 2012.

B. **Authorized LINK card purchases.**

The vendor agrees and understands that customers may use an Illinois LINK card only to purchase food or food products for human consumption, or seeds and plants to be used to grow food for personal consumption. Under no circumstances will the vendor allow customers to use a LINK card in exchange for cash. In addition, the LINK card may not be used to purchase any of the following: Hot foods ready to eat, foods to be eaten on the

premises, vitamins or medicines, pet foods, and any nonfood items such as flowers, soaps or oils, (except seeds and plants). It will be the responsibility of the vendor not to sell any unauthorized items to patrons using an Illinois LINK card.

C. Link Card Transaction Processing.

1. Each participating vendor will receive a vendor number kept on file with the Village of Oak Park.
2. Customers will select their items and present them to the vendor. The vendor will separate the LINK eligible food items from non-food items and total the amount of LINK eligible food items.
3. The vendor will fill out a written Chit for the exact cost of eligible food items on the form provided together with this agreement. The Chit must be for the exact amount as no change is allowed to be given. The customer must provide the last four digits of his or her card and sign the Chit.
4. Vendors may not charge state or local sales tax for eligible items purchased with an Illinois Link card.
5. The vendor holds the items for the customer while the customer finalizes the transaction at the Market Commission Tent.
6. The customer will take the Chit to the Farmer's Market Commission Tent where the customer will swipe his or her card and enter their PIN. If the card is not working, the Market staff will manually enter the card number, however this is only permissible as a back up convenience if the card is damaged.
7. The Market staff will confirm that the transaction was approved.
8. The Market staff will provide three copies of a receipt - distribute two to the customer and keep one.
9. The customer will return to the vendor's booth, provide the vendor with one copy of the receipt and collect his or her items.
10. The Village will collect all transaction information from the POS machine at the end of each market and create a report showing the amount of sales attributable to each vendor.

11. On the first day of every month, the Village will compute the sales for the previous month and remit payment to each vendor. The Village will issue checks by the end of the third week of each month for sales processed in the previous month.
12. Together with the remittance, the Village will provide each vendor with an itemized list of sales with the payment. The vendor is responsible for reviewing the sales list to ensure payment has been received for all purchases.

D. Credit and Debit Card Transactions

The Vendor and the Village will follow the same process stated in Section C above for purchases using MasterCard, Visa, Discover Card or a Debit Card, subject to the following:

1. The Vendor will be responsible to collect and remit all applicable sales taxes for credit and debit card purchases; and
2. Sales using credit and debit cards will not be restricted to LINK qualifying food items.

E. Illinois LINK Up Double Coupon Transactions

1. Customers using the Illinois LINK card to purchase eligible food items from vendors will receive Illinois LINK Up Double Coupons (hereinafter "coupons") in an amount equal to their purchase, but no more than \$20.00 per Market day of their LINK card purchases.
2. Customers receiving coupons may use the coupons to purchase link eligible food items from eligible vendors.
3. Customers will select their items and present them to the vendor. The vendor will separate the LINK eligible food items from non-food items and total the amount of LINK eligible food items.
4. Vendors may not charge state or local sales tax for eligible items purchased with coupons.
5. The customer will present the coupons to the vendor in an amount that is at least the purchase price of the LINK eligible products.
6. The vendor may not give the customer change if the purchase price is less than the amount of the coupons tendered.

7. The vendor will collect all coupons at the end of each market and submit the coupons to the Market Manager at the Commissioner tent within Illinois LINK Up envelopes that will be provided at the beginning of the Farmers' Market season.
8. After the close of the market the Village shall create a report showing the amount of sales attributable to each vendor via the coupons.
9. On the first day of every month, the Village will compute the sales for the previous month via the coupons and remit payment to each vendor. The Village will issue checks by the end of the third week of each month for sales processed in the previous month.
13. Together with the remittance, the Village will provide each vendor with an itemized list of sales with the payment. The vendor is responsible for reviewing the sales list to ensure payment has been received for all purchases.

F. Violations

Vendors who knowingly violate the USDA Food and Nutrition Service regulations governing the Food Stamp Program, or the Illinois LINK rules and regulations will be permanently removed from the Market.

G. Disputes

Vendors will keep copies of their receipts and notify the Village of any discrepancies or reporting errors. The parties agree to cooperate fully in the reconciliation of any financial disputes. In addition, the vendor agrees to cooperate with the Village in the reconciliation of any claims regarding LINK benefits or disputes with credit card companies.

H. Governing Law

This agreement will be governed by applicable federal laws and the laws of the State of Illinois.

I. Voluntary Participation

Vendor understands that its participation in the LINK program is voluntary and that the Village of Oak Park does not require participation in LINK program or the credit card program in order to remain a vendor in the Oak Park Farmers Market.

By signing this agreement, I represent that I have read this agreement, I am authorized to sign this agreement and I agree to the terms of service above on behalf of the above listed vendor.

Signature

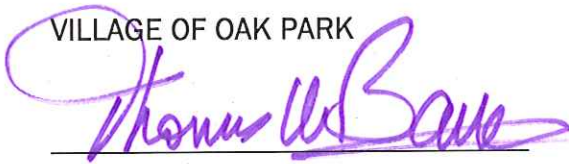
Print Name

Date

REVIEWED AND APPROVED
AS TO FORM

FEB 29 2012


LAW DEPARTMENT

VILLAGE OF OAK PARK


Tom Barwin
Village Manager



Oak Park

Oak Park Farmers Market

Vendor: _____

Sale Amount: _____

Customer Signature

Last 4 digits of Card No: _____