

items such as flowers, soaps or oils, (except seeds and plants). It shall 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. 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.
2. The Vendor shall fill out the form attached hereto and incorporated herein ("Form") for the exact cost of eligible food items. There must be for the exact amount as no money back is allowed to be given.
3. The Vendor may not charge state or local sales tax for eligible items purchased with an Illinois Link card.
4. The Vendor holds the items for the customer while the customer finalizes the transaction at the Farmer's Market Information Tent.
5. The customer shall take the Form to the Farmer's Market Information Tent where the customer will sign the Form and have staff swipe his or her card and enter a personal identification number ("PIN"). If the card is not operable, Farmer's Market staff will manually enter the card number, which shall only be permissible as a back-up convenience if the card is damaged.
6. Farmer's Market staff will confirm that the transaction was approved.
7. Farmer's Market staff will provide one copy of a receipt to the customer for the customer's records.
8. Farmer's Market staff will stamp the Form "PAID" and distribute one copy to the customer and one copy to the village. This stamped copy of the Form serves as the Vendor's copy.
9. The customer will return to the Vendor's booth, provide the Vendor with the Form stamped as PAID and collect his or her items.
10. The Village will collect all transaction information from the point of service ("POS") machine and the transaction log sheet at the end of each market. Information from the transaction log sheets will be entered into a database at Village Hall and staff will create a monthly 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 fourth week of each month for sales processed in the previous month.

12. Together with the remittance, the Village will provide via US Mail the Vendor with an itemized list of sales with the Vendor's payment. The Vendor is responsible for reviewing the sales list to ensure payment has been received for all purchases.

D. Double Value Coupon Transactions

1. Customers using the Illinois LINK card to purchase eligible food items from vendors will receive Double Value Coupons (hereinafter "coupons") in an amount equal to their purchase, but no more than \$25.00 per market day. Customers in receipt of coupons may use the coupons to purchase link eligible food items from the Vendor.
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 may not charge state or local sales tax for eligible items purchased with coupons.
4. The customer will present the coupons to the Vendor in an amount that is at least the purchase price of the LINK eligible products.
5. The Vendor may not give the customer change if the purchase price is less than the amount of the coupons tendered.
6. The Vendor shall collect all coupons at the end of each market and submit the coupons to the Farmer's Market Staff at the Farmers' Market Information Tent.
7. After the close of each Farmer's Market, the Village shall create a report showing the amount of sales attributable to the Vendor via coupons.
8. Within the first 3 weeks of every month, the Village will compute the sales for the previous month via coupons and remit payment to the Vendor. The Village will issue checks by the end of the fourth week of each month for sales processed in the previous month.
9. Together with the remittance, the Village will provide the 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.

E. Violations

If the Vendor knowingly violates the USDA Food and Nutrition Service regulations governing the Supplemental Nutrition Assistance Program (Food Stamp Program), or the Illinois LINK rules and regulations, the Vendor shall be permanently prohibited from participating in the Farmer's Market.

F. Disputes

The Vendor shall notify the Village of any discrepancies or reporting errors by providing the Village with copies of the Vendor's receipts (copy of the FORM stamped "PAID". 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 the State of Illinois specific to the processing of LINK transactions.

G. Governing Law

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

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –
SIGNATURE PAGE FOLLOWS]**

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 Vendor.

VENDOR

Signature

Print Name

Title

Date

VILLAGE OF OAK PARK



Cara Pavlicek
Village Manager

3/3/2020
Date

REVIEWED AND APPROVED
AS TO FORM

FEB 23 2020
LAW DEPARTMENT

Attachment: "Form"



Oak Park Farmers Market Sales Chit

Vendor: Vendor ABC

Sale Amount: \$ _____

Staff: Enter Transaction # _____