

FRESH FOOD HUB PRODUCER CONTRACT

1570 Grand Avenue, Norwood, CO 81423

norwoodcollective@gmail.com

Po box 82

GENERAL AGREEMENTS AND STANDARDS FOR SELLING AT THE FRESH FOOD HUB

Producer ID number (for administrator):

Producer Full Name:

Farm or Legal Business Name and Address:

Product Pickup Address (if different than above):

Please include any other address where food is being processed or handled:

Mailing address: Business Phone Number:

Please specify best contact and instructions for placing orders :

Email:

Website:

Brief Description of Products:

Do you carry product liability insurance?:

Do you have any licenses or certifications? If so, please name all that are relevant to the products you are selling:

Are all of your products non-GMO?:

*Note: Produce Safety Certification (if required through FSMA), Sales Tax license (if purchasing wholesale too), Cottage Foods Certification, and Egg Dealer Certification, if applicable, must be submitted to Buyer with this contract

This agreement will serve as a mutual understanding and set of agreements between the FRESH Food Hub (hereinafter referred to as "Buyer") and the above business (hereinafter referred to as "Seller"). By signing this agreement both parties confirm and agree that:

- 1) Seller is located at the address listed above and all contact information is correct.
- 2) Seller understands that Buyer is a 501c3 located at 1570 Grand Avenue in Norwood, Colorado.

Product quality and licensing agreements:

- 3) All products sold by Seller to Buyer are made, grown and handled by Seller alone plus any applicable certification facilities. Seller may not sell goods produced or grown by other businesses or individuals without proper notice to Buyer and any documentation required by Buyer, which may include, but may not be limited to, a Colorado Farm Products Dealer license.
- 4) Seller guarantees that it has taken all necessary precautions to keep food safe and consistent in quality for human consumption and sales.
- 5) Seller confirms it has met all State of Colorado source requirements for products sold including labeling, licensing and certification requirements. Seller understands that it has a responsibility to be properly informed and adhere to applicable requirements for its products. Please visit: <http://cofarmtomarket.com> for current information on such requirements.
- 6) Seller agrees to label all food sold and/or provide current written information to Buyer that Buyer can place near the product (produce is exempt) to assure sourcing and ingredient information is accessible to the consumer. This includes business location, product description, ingredients, date packaged and expiration date if applicable. We encourage Seller to provide Buyer with current marketing material, which will assist Buyer in marketing and selling your product.
- 7) Seller, if growing and selling produce, hereby confirms that it adheres to the Produce Safety Modernization Act or GAP (Good Agricultural Practices) and is certified under PSMA if required. (Sellers making over \$24,000 annually are required to be certified. Please refer to relevant compliance dates concerning farm size.)
- 8) Seller agrees, if its product is produce (under Produce Safety Modernization Act), to avoid washing produce and to practice protocols that reduce human contact with the produce and any exposure of the produce to unsafe surfaces or raw water. If washing the produce is required, Seller must use potable water. Heavy mud, aphids, webs or eggs present, close exposure time from watering with raw water to harvest are some example of when washing might be needed. Please dry produce appropriately, particularly leafy greens, after washing.
- 9) Seller confirms that all products will be kept in proper cold storage and never left in temperature ranges or conditions that would allow animal exposure or bacterial, viral, or fungal growth.
- 10) Seller confirms that all products sold to Buyer will be chemical-, hormone- and antibiotic-free unless specified to the Buyer directly before sale to Buyer.
- 11) Seller confirms that all animals raised at their facility are humanely treated, which includes being fed adequately, treated when sick, and given proper shelter and space to move.
- 12) Seller agrees to inform Buyer if and when product prices, ingredients or practices change prior to purchase. This information can be included in current product lists sent to Buyer.
- 13) Buyer reserves the right to use general information and photographs provided on the Seller's website, social media or online profile to publicize and promote seller's products.
- 14) Seller agrees to allow Buyer to tour or visit their place of operation with reasonable prior notice and at an agreed time.

- 15) Buyer reserves the right to return for refund any product that is of questionable or substandard quality, damaged or expired. Buyer agrees to contact Seller within 48 hours after purchase if the quality of any of Seller's products quality is questionable or substandard.
- 16) Seller agrees to take accurate steps to ensure traceability of all food sold.
- 17) Seller understands that it is responsible for all applicable local, state and federal taxes from the sale of products to Buyer. If requested the Buyer is legally required to send a full report of purchases made with Seller to state or federal governments.
- 18) Seller agrees to indemnify and hold the Buyer harmless from any injury or loss caused or resulting from the sale of their products through the Buyer. Seller understands that it is Seller's legal responsibility to ensure that their products are safe for human use and consumption.
- 19) Buyer agrees to handle all food purchased pursuant to all health and safety laws and to ensure quality handling and temperature control in vehicle and at retail location.

Invoices, order and receiving:

- 20) Seller agrees to submit accurate invoices with weights, description, price and date invoice at time of pickup or delivery to Buyers location; or at time order is processed (by email) so Buyer can verify invoice sent when products are received, and send payment in a timely fashion.
- 21) Seller may NOT drop off products without an accurate invoice (described in #20) and without a coordinated time set by Buyer and Seller. The Buyer is not responsible for products damaged if delivered outside of coordinated times.
- 22) Buyer will notify Seller within 48 hours after receiving order if quality or quantity is inaccurate on invoice.
- 23) Buyer agrees to pay by driver or mail all invoices due to Seller within a 7 day period after invoice has been verified for quality and amount. If Buyer is unable to pay Seller's invoice(s) within that time frame, Buyer will contact Seller to arrange a payment plan.

Additional:

- 24) Seller is encouraged to contact Buyer with any questions or concerns that it may have.
- 23) Seller understands Buyer's main mission is to support local farms and businesses and to increase health in Buyer's local community. Seller also understands the retail space is run by paid staff and volunteers. Buyer confirms that all volunteers are professionally trained in food handling.
- 24) Seller understands that they can request the opportunity to review any legal documents that Buyer is required to maintain, including Sales Tax ID, Food Retail Insurance, Town Business License, Retail Establishment License, Articles of Incorporation or Bylaws.
- 25) Seller understands that it can request a meeting with a Board representative at any time to discuss issues pertaining to manager relations, business practices or verbal concerns.
- 26) Seller has given Buyer a truthful, sincere, and legal representation of its business, and all information provided to Buyer is current. Seller agrees to notify Buyer if any information it has provided to Buyer changes.

This agreement will remain active unless relationship between Buyer and Seller becomes null and void. This agreement may be cancelled by either party, with or without cause, on 15 days' notice to the other party in writing. It may be cancelled by either party with good cause immediately.

Seller Full Name or Business Name: [If business, the title of the person signing should be added]

Seller Signature:

Date: