

Wisconsin Local Food Purchase Assistance (WI LFPA) Direct to Farmer Grant Program: Producer Contract

PRODUCER NAME: _____

PRODUCER ID #: _____

Contract amount: _____

Marbleseed Representative: _____

WFHC Representatives:

Erich Furstenberg, Operation Manager, erich@wifoodhub.com, 920-505-0279

Denice Luebstorf, Bookkeeper, araplfa@wifoodhub.com, 715-227-1990

Supplemental Documents (required at time of Contract Signing):

- W9
- Farm Product & Price Agreement
- Photo & Testimonial Release (Optional)
- Produce Quality and Safety Letter of Guarantee (must complete and sign if providing PRODUCE)
- Upload Certificate of Liability Insurance (if not already provided)



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Wisconsin LFPA Direct to Farmer Grant Program Contract

This Wisconsin Local Food Purchase Assistance (WI LFPA) Direct to Farmer Grant Program Contract (“Agreement”) outlines the responsibilities between the WI LFPA Partners and the PRODUCER identified in the cover sheet of this document (hereinafter referred to as “PRODUCER”), regarding the procurement of food for the Wisconsin Local Food Purchase Assistance (“WI LFPA”) Program. The term of this Agreement commences on the date of signing and concludes on December 31, 2024 (“Term”). WI LFPA Partners and PRODUCER may be individually referred to as “Party” and collectively as “Parties.”

Purpose of the Wisconsin Local Food Purchase Assistance Program

The Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP) has a cooperative agreement with the U.S. Department of Agriculture's (USDA) Agricultural Marketing Service to create the Wisconsin Local Food Purchase Assistance (WI LFPA) Program. The program aims to strengthen local food systems, support Wisconsin PRODUCERs, and distribute fresh nutritious foods to underserved communities.

DATCP is working collaboratively with producers, distributors, food security organizations, and tribal partners to provide program development, coordinate transportation and logistics, and procure food from local producers through partnership with [Marbleseed](#), [Wisconsin Farmers Union](#) (WFU), and [Wisconsin Food Hub Cooperative](#) (WFHC).

Roles & Responsibilities

Marbleseed desires to support PRODUCER to participate in this program via technical assistance and education opportunities. Marbleseed selects producer awardees for the WI LFPA Direct to Farmer Grant Program based on the federal requirements and provides direct support to farmers to participate in the program and develop their farm production and business capacity.

WFHC desires to administer grant funds to PRODUCER for the procurement of PRODUCER’s Products (as defined below) in the interest of building resilience for small & medium scale PRODUCERs in Wisconsin. WFHC is responsible for the role of procurement from purchase order, to pickup and delivery, to payment.



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A. MARBLESEED: Program Facilitation and Education

- a. Marbleseed desires to engage with PRODUCER through technical assistance and producer education. Technical assistance means providing direct support for PRODUCER to participate in this grant program, including:
 - i. support in understanding WI LFPA program policies and processes so that PRODUCER is able to participate fully and according to program guidelines
 - ii. assist PRODUCER in Pre-Production forecasting and planning for wholesaling their product into the Program. This includes:
 1. support in determining seasonal projections
 2. support in determining wholesale pricing
 3. support to ensuring handling, storage and packaging of product meets program wholesale specifications
 4. support in planning so that product is available in a timely manner for scheduled pick-ups
 - iii. support in developing PRODUCER business skills, including how to complete and manage program paperwork, how to implement an enterprise budget, and manage risk
 - iv. provide opportunities to PRODUCER for education and advancement of their skills in: farming by production type, farm business skills, and other topics to increase their farm viability and ability to participate in this program as need arises
 - v. provide opportunities for the PRODUCER to share their expertise with other farmers in the program through events and mentorship
- b. Each PRODUCER awardee is assigned a representative from Marbleseed as their first line of contact for program support. Your Marbleseed representative is listed on the cover sheet for this document.
- c. Marbleseed will contact PRODUCER to address all referrals made by WFHC regarding a Producer not meeting program standards within two business days. (See WFHC referral section below for more details).



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B. WFHC: Procurement

- a. Pre-Production Planning
 - i. Upon execution of this Agreement, WFHC shall coordinate with PRODUCER to finalize a pre-season projection which shall set forth the:
 1. the type of food product (“Product” or “Products”) being purchased from PRODUCER,
 2. the approximate quantity of Products,
 3. the transportation needs of the PRODUCER,
 4. estimated start and finish of availability of Product.
 - ii. If pre-production planning assistance is needed, PRODUCER must contact their Marbleseed representative.
- b. Packaging assistance
 - i. Package orders through Tri-County Auction can be given to WFHC. WFHC will arrange pickup and delivery of this product to the PRODUCER. Please see the packaging section in your Program Binder.
 - ii. WFHC does not pay for the cost of packaging, they only offer a resource where you can access packaging for your farm at a discounted rate.
 - iii. Tri-County Auction invoices will be to the producer. This invoice will be sent to PRODUCER with the packaging when it is delivered. Producer will be responsible for paying packaging costs.
- c. Purchase Order & Logistics
 - i. WFHC will provide the PRODUCER with a purchase order once the PRODUCER provides availability. WFHC will assign refrigerated transport to the purchase order which may include pantry pickup, producer delivery, WFHC pickup, or a sub-contracted transport pickup. WFHC will provide a Bill of Lading to the transporter.
- d. Pickup/Delivery of Product
 - i. Refrigerated transport is required for all farm pickups and pantry deliveries. There are a few exceptions (see “Title of Section” in Program Binder).
 - ii. All transport must be approved in partnership with the WFHC, PRODUCER and Food Access Site.
 - iii. Upon delivery to a Food Access Site, the Bill of Lading must be signed by a representative of the Food Access Site. The bill of lading must accurately reflect the quantities and items picked-up by or delivered to the Food Access Site. This Proof of Delivery will be the document used to “receive” the product into Local Food Marketplace (LFM) and ultimately produce the bill created to pay the PRODUCER.



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- e. Rejection of Product
 - i. PRODUCERS product may be rejected by WFHC or the Food Access Sites if the PRODUCER'S product does not meet program requirements. The PRODUCER will receive a copy of the Quality Control Inspection Report form. PRODUCER will not be paid for any product that has been rejected. Depending on the rejection, WFHC may refer the PRODUCER to Marbleseed to receive technical assistance before they can continue to sell more product.
 - ii. If there is a rejection, a WI LFPA Quality Control Inspection Report must be filled out by the receiver and returned with the Bill of Lading. See Quality Control Inspection Report (in Program Binder).
- f. Invoicing Procedure
 - i. Once provided with an invoice, WFHC will verify that the invoice created by LFM and the PRODUCER'S invoice match. If they don't, WFHC will be responsible for contacting the PRODUCER regarding any discrepancies.
- g. Payment
 - i. WFHC will issue payment within 60 days of the product being received into LFM as long as the producer submits their invoice within 24 hours of delivery. If the producer delays giving WFHC their invoice, then their payment will be delayed to 60 days after receiving the invoice. A W9 (see Supplemental Documents) **must be uploaded** with this contract. Payment will not be made without a W9 on file.
- h. Referrals
 - i. WFHC may issue a referral to Marbleseed for technical assistance at any time that the PRODUCER is not meeting program standards. Referrals can include quality issues, improper packaging & labeling, lack of timely projections or inaccurate paperwork, not being ready for pickup at scheduled time, or any other inability to follow the program procedures. Referral decisions can be made solely by WFHC based on the program guidelines.



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C. PRODUCER: WI LFPA Grant Recipient

Know and follow WI LFPA policies and procedures and function within the established guidelines of the program.

- a. Food Safety & Licensing Requirements
 - i. There are no formal certifications, requirements, or designations (i.e., GAP or Organic certification) required by the WI LFPA Program of suppliers other than following all state and local requirements for the sale of fresh food products within the state of Wisconsin. PRODUCER is required to operate with all food safety and handling standards applicable to their farm, including, but not limited to, good agricultural practices (GAP), worker health and hygiene, and practices to prevent contamination before, during, and after harvest.
 - ii. If providing PRODUCE: A Produce Quality and Safety Letter of Guarantee (see Supplemental Documents) stating that the farm will follow these basic requirements **must be returned** with this Contract.
 - iii. Those producers supplying meat or value-added products to the program, must supply a copy of any required state license(s) to WFHC with their onboarding materials.
 - iv. EGG PRODUCERS
 1. Egg producers are required to have a Wisconsin Department of Agriculture Trade and Consumer Protection (WDATCP) food processing plant license to sell into the WI LFPA program. Assembly Bill Act 245 is not applicable as sales are not direct to consumers.
 - v. MEAT PRODUCERS
 1. Meat producers who warehouse or sell their product post processing to the end-user are required to hold a WDATCP license. This is not applicable for producers whose finished product is picked up directly at the butcher by WFHC or another aggregator. If a producer distributes the product from the processor to other parties, they need to register with WDATCP as a meat distributor.
 - vi. MAPLE SYRUP PRODUCERS
 1. Maple Syrup producers are required to have a WDATCP food processing plant license.
 - vii. CANNED AND OTHER VALUE-ADDED ITEMS
 1. Canned and other value-added items require a WDATCP food processing plant license. Wisconsin Act 101, commonly referred to as the Pickle Bill, is not applicable as sales are not direct to consumers at public events.



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Please contact WDATCP Division of Food and Recreational Safety licensing staff for specific requirements for your business by emailing datcpfdslicensing@wisconsin.gov or calling 608-224-4923.

b. Purchasing Agreements

- i. PRODUCER agrees to use their best efforts to provide Products in the quantity, quality, and schedule designated by WFHC purchase order and transportation schedule.
- ii. PRODUCER shall not provide Products in a greater amount than their Contract Amount without the written approval of WFHC. The value of this contract is listed on the cover sheet of this document.
- iii. If at any time during the Term of this Agreement PRODUCER believes they will be unable to produce the Products necessary to fulfill their contract, PRODUCER shall contact WFHC. WFHC staff will work with PRODUCER to adjust their projections. If PRODUCER is no longer able to provide Product to the Program, PRODUCER shall immediately contact the WFHC to end their contract.

c. Quality

- i. PRODUCER shall ensure that all Products are marketable due to age, appearance, freshness, grade, and size. Quality of Product must be of first quality (following USDA Grade 1 guidelines) – absent of blemishes or bruises. Product should be fresh and maintain a shelf-life ensuring ideal quality to the consumer one to two weeks post distribution (dependent on product type). For Products with expiration dates, they should not be expired or soon to be expired.
- ii. PRODUCER shall perform all reasonable Product harvesting and processing practices, generally accepted and approved, for growing merchantable produce and processing merchantable meats.
- iii. PRODUCER shall refrain from any practice that will cause the Products to deteriorate in quality or quantity, regardless of type of purchase.
- iv. If Quality Standards are not met, all purchases from PRODUCER will be suspended until there is a resolution of this issue.

d. Packaging

- i. All Products must be labeled as per the Fair Packaging and Labeling Act. Labels shall contain:
 1. The common or usual name of the Product;
 2. The name and place of business of the manufacturer, packer, or distributor;
 3. The net quantity of the contents (i.e., # of lbs. or 12 – 3 lb. bunches)
 4. Date of packaging, and



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5. If the Product contains multiple ingredients, the common or usual name of each ingredient, listed in descending order of prominence.
 - ii. All product must be packaged to spec as per the Program Binder at the scheduled time of Product pick-up. Packaging prices should be included in the determination of the price of the product. Packaging can be purchased with the assistance of WFHC through Tri-County Produce Auction. WFHC will provide pick-up and delivery of this packaging within their usual routes.
 - iii. PRODUCER's product will need to be palletized. If needed, WFHC can help PRODUCER palletize their product when WFHC arrives for pickup. WFHC also has a lift gate and power/non-powered jacks on their distribution vehicles.
- e. Pricing
 - i. PRODUCER must determine price of Product based on their cost to produce, package, and prepare for transport. Pricing must be reasonable as compared to the cost of a similar product on the wholesale market, considering farm certifications, scale, region, and inflation. For reference of acceptable prices, see 2024 WI LFPA Price Reference Sheet in Supplemental Documents below. If pricing assistance is needed, PRODUCER can contact their Marbleseed Representative.
 - ii. The pricing **must be established** and memorialized in the Farm Product and Price Agreement (pages 14-15) at the time of Contract signing. The PRODUCER may not sell product through the program without a Product and Price Agreement.
 - iii. Once the PRODUCER starts selling through the program, prices may not change without written approval from WFHC.
 - iv. All producers must be present during pick-up of product. The producer must keep on file a signed Bill of Lading (BOL) from the pickup. This must accurately reflect the quantities and items picked up.
 - v. PRODUCER may not exceed their WI LFPA contract amount without written approval from WFHC.
- f. Invoicing
 - i. The PRODUCERS invoice must be sent with the shipment or provided to WFHC within 24 hours of pick up of product. The invoice must list the Name of Product, Quantity of Product, and the Date of Delivery. WFHC will verify the producer's invoice with their LFM produced invoice. If the invoice is not turned in on time, it will delay payment to the producer. If invoice is not received within 60 days of delivery, PRODUCER will be ineligible for payment.
 - ii. Invoices can be emailed to LFPAarap@wifoodhub.com.



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- iii. Invoice Disputes: WFHC shall notify PRODUCER of any dispute with any invoice within 20 days of WFHC's receipt of such invoice. WFHC will be deemed to have accepted all invoices for which PRODUCER does not receive timely notification of dispute, and shall pay all undisputed amounts due under such invoices as outlined in this Agreement. The Parties shall seek to resolve any such disputes expeditiously and in good faith. Notwithstanding anything to the contrary, PRODUCER shall continue performing its obligations under this Agreement during any such dispute.
- g. Other USDA Funding
 - i. If a PRODUCER has a WI LFPA contract, PRODUCER's may also do business with other USDA programs, but PRODUCER is not allowed to "double-dip" or be paid twice for the same product. PRODUCER shall disclose any other USDA programs in which PRODUCER is participating via the producer onboarding survey. The Program will keep this information on file for grant reporting purposes.

D. Terms and Conditions

- a. Indemnity
 - i. PRODUCER shall indemnify, defend, and hold WFHC and Marbleseed and WFHC's and Marbleseed's directors, officers, agents, employees, servants, representatives, subsidiaries, affiliates, insurers, and all persons acting by, through, under, or in concert with any of them harmless from any and all charges, claims, demands, liabilities, damages, losses, and expenses, including reasonable attorneys' fees and costs, made against WFHC or sustained by WFHC, PRODUCER, or a third party on account of any charge, claim, demand, suit, action, judgment, or execution whatsoever arising out of actual or alleged acts or omissions of PRODUCER or any of PRODUCER's employees, agents, representatives, in the performance of PRODUCER's actions under this Agreement or as a result of any actual or alleged breach of this Agreement.
- b. Authority of PRODUCER
 - i. PRODUCER has all necessary power and authority to enter into this Agreement, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. This Agreement has been duly executed and delivered by PRODUCER, and (assuming due authorization, execution and delivery by Marbleseed) this Agreement constitutes legal, valid and binding obligations of PRODUCER, enforceable against PRODUCER in accordance with its terms.
- c. Insurance



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- i. Prior to beginning their contract, PRODUCER must provide verification that they, at their own expense, maintain and carry in full force and effect commercial general liability insurance (including product liability coverage) in a sum no less than \$1,000,000.00 with financially sound and reputable insurers. PRODUCER is **required to provide** a certificate of insurance (see example in Supplemental Documents) evidencing the insurance coverage specified in this Section in order for their product to be eligible for payment.
- d. Confidentiality
 - i. Each Party agrees that the existence, terms and conditions of this Agreement (including, but not limited to, the Term, pricing and related provisions set forth herein) and the customers, marketing plans, development plans and trade secrets of every kind and character of the other Party shall be kept strictly confidential and not be disclosed to any third party without the prior written consent of said other party. The obligations of the Parties under this provision may be enforced by injunction or other remedies available at law or in equity. Nothing contained herein shall require confidentiality with regard to information (a) which is or becomes generally known to the public, (b) which is received at any time from an unrelated third party having the right to impart such information, and/or (c) release of which is authorized or required under applicable laws or regulations.
- e. Further Assurances
 - i. Upon a Party's reasonable request, the other Party shall, at its sole cost and expense, execute and deliver all such further documents and instruments, and take all such further acts, necessary to give full effect to this Agreement.
- f. Relationship of the Parties
 - i. The relationship between WFHC and PRODUCER is solely that of vendor and vendee, and they are independent contracting parties. Nothing in this Agreement creates any agency, joint venture, partnership or other form of joint enterprise, employment or fiduciary relationship between the Parties. Neither Party has any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, agreement or undertaking with any third party.
- g. Entire Agreement
 - i. This Agreement and any ancillary documents mentioned in this Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.
- h. Notices



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- i. All notices, requests, consents, claims, demands, waivers and other communications under this Agreement (each, a “Notice”) must be in writing and addressed to the other Party at its address set in the signature block of this Agreement (or to such other address that the receiving Party may designate from time to time in accordance with this section). All Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid), facsimile or e-mail (with confirmation of transmission). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this Section.
- i. Headings
 - i. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.
- j. Severability
 - i. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability does not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
- k. Amendment and Modification
 - i. No amendment to or rescission, termination or discharge of this Agreement is effective unless it is in writing, identified as an amendment to or rescission, termination or discharge of this Agreement and signed by an authorized Representative of each Party.
- l. Exclusive Remedies
 - i. All rights and remedies provided in this Agreement are exclusive remedies for the events specified therein.
- m. Assignment
 - i. PRODUCER may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Marbleseed.
- n. Successors and Assigns
 - i. This Agreement is binding on and inures to the benefit of the Parties and their respective permitted successors and permitted assigns.
- o. No Third-Party Beneficiaries
 - i. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and permitted assigns and nothing in this Agreement, express or implied, confers on any other person any legal or



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equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

p. Governing Law

- i. This Agreement and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the Laws of the State of Wisconsin, United States of America, without regard to the conflict of laws provisions thereof.

q. Choice of Forum

- i. Each Party irrevocably and unconditionally agrees that it shall not commence any action, litigation or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, and all contemplated transactions, including contract, equity, tort, fraud and statutory claims, in any forum other than Western District Court of Wisconsin or the courts of the State of Wisconsin sitting in Dane County, and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the Western District Court of Wisconsin or the courts of the State of Wisconsin sitting in Dane County. Each Party agrees that a final judgment in any such action, litigation or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.

r. Waiver of Jury Trial

- i. Each Party acknowledges and agrees that any controversy that may arise under this Agreement, including any exhibits, schedules, attachments and appendices attached to this Agreement, is likely to involve complicated and difficult issues and, therefore, each such Party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement, including any exhibits, schedules, attachments and appendices attached to this Agreement, or the transactions contemplated hereby.

s. Counterparts

- i. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.



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Signatures

PRODUCER

Signature of Authorized Agent

Date

Printed Name of Authorized Agent

Address: _____

MARBLESEED

Signature of Authorized Agent

Date

Printed Name of Authorized Agent

Address: _____

WISCONSIN FOOD HUB COOPERATIVE

Signature of Authorized Agent

Date

Printed Name of Authorized Agent

Address: _____



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Photo & Testimonial Release

Permission to Use Photograph

I grant to WI LFPA partners the right to take photographs of me and my property in connection with the WI LFPA Program. I authorize WI LFPA partners, its assigns and transferees, to copyright, use and publish the same in print and/or electronically.

I agree that WI LFPA partners may use such photographs of me with or without my name and for any lawful purpose, including, for example, such purposes as publicity, illustration, advertising, and Web content.

I have read and understand the above:

Signature _____

Printed name _____ Farm Name _____

Date _____

Permission to Use Testimonials

I grant to WI LFPA partners the right to use spoken and written feedback about the Program and of my experience as a PRODUCER participating in the WI LFPA Program. I authorize WI LFPA partners, its assigns and transferees, to copyright, use and publish the same in print and/or electronically.

I agree that WI LFPA partners may use such testimonials, or excerpts of spoken and written feedback by me, with or without my name and for any lawful purpose, including, for example, such purposes as publicity, illustration, advertising, and Web content.

I have read and understand the above:

Signature _____

Printed name _____ Farm Name _____

Date _____



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List of Supplemental WI LFPA Documents

1. Produce Quality and Safety Letter of Guarantee (must complete and sign if providing PRODUCE)
2. Certificate of Insurance (Upload if not sent in with application, see sample provided below)
3. W9 (required)
4. 2024 WI LFPA Price Reference Sheet



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Produce Quality and Safety Letter of Guarantee

While produce safety or Good Agricultural Practices (GAP) certifications are not required, the WI Local Food Purchase Assistance (WI LFPA) suppliers are expected to have a food safety plan in place. Food safety plans should consist of but are not limited to the following:

(Additionally, producers may be subject to 21 CFR 112: Standards for the Growing, Harvesting, Packing, and Holding of Produce for Human Consumption based on a variety of factors (e.g. specifics commodities grown, intended use of commodities, sales volume and market)? Produce may contact Safe Wisconsin Produce at 608-224-4511, safeproduce@wi.gov or via safeproduce.wi.gov to determine farm status and discover available resources.)

1. On Farm Food safety training for all employees.
 - a. Produce Safety Alliance grower training opportunities are available through the Safe Wisconsin Produce (SWP) program with sessions occurring during the off-season and throughout the state. Visit the [SWP website](#) for additional details.
2. Adequate and readily accessible toilet facilities, including toilet facilities in growing areas, and handwashing facilities which are supplied with soap, running water, drying devices (such as single use towels), waste receptacles (for both gray water and trash) and signage.
3. Water testing should be done at least annually. If you will fall under the Food Safety Act Produce Safety Rule (FSMA PSR) you need to meet their requirements of [Subpart E](#) based on the source of your water.
4. Employees exhibiting signs of a communicable disease or having open sores or wounds will not be permitted to harvest or be in contact with product.
5. Animal grazing and housing shall not be located in such a manner to cause possible contamination for the irrigation water or the produce fields.
6. All producers must use refrigerated transport below 40 degrees with exceptions for the products listed below. Personal vehicles may not be used. Exceptions: Dry onions, potatoes, rutabagas, winter squash and sweet potatoes. Unripe tomatoes stored and transported at room temperature. When ripened, store in the refrigerator. Use insulated blankets to haul tomatoes in colder trucks. Apples should be shipped below 60 degrees if just harvested; otherwise below 40 degrees.
7. Produce should be traceable from field to shipment.



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Produce Quality and Safety Letter of Guarantee (continued)

Please complete the section below with your information. Thank you.

NAME (please print): _____

FARM NAME: _____

DATE: _____

SIGNATURE: _____

24 Hr. FOOD SAFETY CONTACT NAME: _____

PHONE: _____

FOOD SAFETY CONTACT EMAIL (please print): _____

For assistance in creating a produce safety plan contact:

Tay Fatke: tay.fatke@marbleseed.org or 715-309-5918 Ext: 724.



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Certificate of Insurance Requirement

What liability insurance is required? Producers must maintain and carry commercial general liability insurance (including product liability coverage) in a sum no less than \$1,000,000.00. Your current insurance company may be able to add on general liability insurance. Additionally, 2024 WI LFPA awardees will have the opportunity to sign up for a free annual Wisconsin Farmers Union (WFU) membership and members of WFU receive a 9% discount on Hastings Farm Mutual Insurance. Reach out to Forrest at WFU for more information.

fhumphrey@wisconsinfarmersunion.com

Here is an example of a certificate of insurance and what is needed:

ACORD®		CERTIFICATE OF LIABILITY INSURANCE			DATE (MM/DD/YYYY)		
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.							
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).							
PRODUCER				CONTACT			
SAMPLE BROKER				NAME:			
				PHONE (A/C No. Ext):		FAX (A/C No):	
				E-MAIL ADDRESS:			
				INSURER(S) AFFORDING COVERAGE		NAIC #	
				INSURER A : INSURANCE COMPANY NAME			
INSURED				INSURER B : INSURANCE COMPANY NAME			
SAMPLE VENDOR				INSURER C : INSURANCE COMPANY NAME			
				INSURER D :			
				INSURER E :			
				INSURER F :			
COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$100,000 SIR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		X	CGL 123456	10/01/2020	10/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CAL 987654	10/01/2020	10/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
							0

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.	See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p>2 Business name/disregarded entity name, if different from above</p> <hr/> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p style="font-size: small;">(Applies to accounts maintained outside the U.S.)</p>
		<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p>6 City, state, and ZIP code</p> <hr/> <p>7 List account number(s) here (optional)</p> <hr/>	<p>Requester's name and address (optional)</p> <hr/>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
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Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions.

You must sign the certification. You may cross out item 2 of the certification.

4. Other payments.

You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.

You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

2024 WI LFPA Price Reference Sheet

We have developed this price reference sheet to assist farmers in submitting their “Price List”, which is a required supporting document for the 2024 Direct to Farmer Grant Application. Please note: the “WI LFPA Reference Price” column is a point of reference. Your prices may be higher or lower than these reference prices based on your farm’s production practices, certifications, and size. The distributor columns are Midwest wholesale buyer's prices, also for your reference. We encourage projecting products that may not be on this list, including culturally appropriate foods. Prices for these items will be worked out between the Farmer and Marbleseed.

The prices that you submit on your “Price List” are not final. Prices will be finalized as part of the contracting process if your farm is selected to participate in the 2024 WI LFPA program. Please contact a WI LFPA specialist if you have any questions.



Produce

Product	Case	Unit	Weight/Count	WI LFPA Reference Price	Distrbutor #1	Distributor #2
Apple, nonorganic	bu	bu	~ 40 lbs	\$ 48.00	N/A	\$41-60
Apple, organic	bu	bu	~ 40 lbs	\$ 73.00	N/A	N/A
Asparagus	5/9 bu	Pounds	10	\$ 48.00	\$ 50.00	N/A
Beans, Green	1-1/9 bu	Pounds	25	\$ 80.50	\$ 71.00	\$30/ 25# box Conventional \$60/10 # box Organic
Beets	1-1/9 bu	Bunch 3-4 beets per bunch	24	\$ 35.00	\$ 32.45	24 ct. \$48-60
Beets	5/9 bu	Pounds	25	\$ 35.00	\$ 31.00	N/A
Bok Choy	1-1/9 bu	Each	12	\$ 48.00	\$ 46.25	12 ct. organic \$45
Broccoli	1-1/9 bu	Pounds	18	\$ 42.00	\$ 37.00	Organic \$44
Brussel Sprouts	5/9 bu	Pounds	10	\$ 43.00	\$ 48.50	Organic \$50
Cabbage, Green	1-7/8 bu	Pounds	45	\$ 32.50	\$ 40.75	\$14 conventional; Organic \$20 (20 lb.)
Cabbage, Napa	1-7/8 bu	Pounds	45	\$ 42.50	\$ 50.75	N/A

Product	Case	Unit	Weight/Count	WI LFPA Reference Price	Distrbutor #1	Distributor #2
Cabbage, Red	1-7/8 bu	Pounds	45	\$ 32.50	\$ 40.75	\$16 conventional; \$22.50 organic (20 lb.)
Carrots, bunched	5/9 bu	Bunch	12	\$ 30.00	\$ 24.00	\$40 organic
Carrots, Orange	5/9 bu	Pounds	25	\$ 40.00	\$ 36.75	\$50.40 organic
Carrots, Rainbow	5/9 bu	Pounds	25	\$ 40.00	\$ 36.75	\$50.00 organic
Cauliflower	1-1/9 bu	Pounds	18	\$ 36.00	\$ 33.00	N/A
Celery	1-1/9 bu	Each	12	\$ 30.00	N/A	\$36 organic
Chard	1-7/8 bu	Bunch	24	\$ 35.00	\$ 42.75	\$30/organic
Collards	1-7/8 bu	Bunch	24	\$ 35.00	\$ 42.75	\$30/organic
Cucumber, slicing	5/9 bu	Pounds	20	\$ 30.00	\$ 24.00	\$36 organic
Cucumber, pickling	5/9 bu	Pounds	20	\$ 30.00	\$ 24.00	N/A
Eggplant, Globe	1-1/9 bu	Pounds	25	\$ 38.50	\$ 37.00	\$40 organic
Eggplant, Japanese	1-1/9 bu	Pounds	25	\$ 38.50	\$ 34.25	N/A
Eggplant, Specialty	1-1/9 bu	Pounds	25	\$ 43.75	N/A	N/A
Fennel, bulb	1-1/9 bu	Pounds	25	\$ 55.00	\$ 48.50	N/A
Garlic, bulb	5/9 bu	Pounds	10	\$ 55.00	\$ 50.00	N/A
Garlic, scapes	1-1/9 bu	1 lb Bunches	24	\$ 36.00	N/A	\$32 organic
Herbs, Basil	Bag	Pound	1	\$ 12.00	\$ 10.00	\$14/pound
Herbs, Cilantro	5/9 bu	Bunch	24	\$ 45.00	\$ 41.50	N/A
Herbs, Dill	5/9 bu	Bunch	24	\$ 45.00	\$ 41.50	N/A
Herbs, Mint	5/9 bu	Bunch	24	\$ 39.00	\$ 36.00	N/A
Herbs, Parsley	5/9 bu	Bunch	24	\$ 39.00	\$ 36.00	N/A
Kale, Green & Lacinato	1-7/8 bu	Bunch	24	\$ 35.00	\$ 42.75	\$28 organic
Kohlrabi	5/9 bu	Pounds	25	\$ 30.00	\$ 35.00	\$18 conventional
Leeks	1-1/9 bu	Pounds	20	\$ 40.00	\$ 35.25	N/A
Lettuce, Head	1-7/8 bu	Each	24	\$ 42.00	\$ 42.75	\$36-48 organic
Melon, Cantaloupe	1-1/9 bu	Pounds	35	\$ 30.00	\$ 26.75	N/A

Product	Case	Unit	Weight/Count	WI LFPA Reference Price	Distrbutor #1	Distributor #2
Melon, Watermelon	1-7/8 bu	Pounds	35	\$ 35.00	\$ 30.75	N/A
Mustard Greens	1-7/8 bu	Bunch	24	\$ 40.00	\$ 42.75	N/A
Microgreens	Clamshell	Each	1	\$4.00	\$ 3.50	\$3.20-6.40/4 oz
Onions	1-1/9 bu	Pounds	40	\$ 32.00	\$ 46.25	\$18/50 pound conventional/ \$40/40 pound organic
Onions	Bag	Pounds	50	\$ 40.00	N/A	\$18/50 pound conventional/ \$40/40 pound organic
Onion, Scallions	5/9 bu	Bunch	24	\$ 38.00	\$ 33.75	N/A
Peas, Sugar Snap	5/9 bu	Pounds	10	\$ 43.00	\$ 41.25	N/A
Pepper, Green Bell	1-1/9 bu	Pounds	25	\$ 40.00	\$ 40.75	\$20/conventional; \$40/organic
Pepper, Hot	5/9 bu	Pounds	10	\$ 23.00	\$ 35.00	\$17 organic; \$10/conventional
Pepper, Poblano	1-1/9 bu	Pounds	20	\$ 32.00	\$ 46.25	\$24 organic; \$10/conventional
Pepper, Red Bell	1-1/9 bu	Pounds	25	\$ 53.00	\$ 68.75	\$25/conventional \$50/organic
Pepper, Shisito	5/9 bu	Pounds	10	\$ 28.00	N/A	N/A
Peppers, lunchbox	5/9 bu	Pounds	10	\$ 28.00	N/A	N/A
Peppers, Specialty Sweet	1-1/9 bu	Pounds	20	\$ 43.00	\$ 50.00	N/A
Potatoes, Blue	1/2 bu Tall	Pounds	25	\$ 30.00	N/A	\$37/25 pound organic
Potatoes, Blue	Bag	Pounds	50	\$ 60.00	\$ 57.25	N/A
Potatoes, Fingerling	1-1/9 bu	Pounds	25	\$ 40.00	N/A	\$50/25 pound organic

Product	Case	Unit	Weight/Count	WI LFPA Reference Price	Distrbutor #1	Distributor #2
Potatoes, Red	Bag	Pounds	50	\$ 60.00	\$ 57.25	N/A
Potatoes, Red	1/2 bu Tall	Pounds	25	\$ 30.00	N/A	\$37/25 pound organic
Potatoes, Russet	Bag	Pounds	50	\$ 60.00	\$ 57.25	N/A
Potatoes, Russet	1/2 bu Tall	Pounds	25	\$ 30.00	N/A	\$37/25 pound organic
Potatoes, Yellow	Bag	Pounds	50	\$ 60.00	\$ 57.25	N/A
Potatoes, Yellow	1/2 bu Tall	Pounds	25	\$ 30.00	N/A	\$37/25 pound organic
Radish, Fresh	1-1/9 bu	Bunch	24	\$ 45.00	\$ 43.50	N/A
Radish, Storage	5/9 bu	Pounds	25	\$ 34.25	\$ 37.75	N/A
Shallots	1-1/9 bu	Pounds	20	\$ 73.00	N/A	N/A
Spinach	5/9 bu	Bunch	24	\$ 40.00	N/A	N/A
Summer Squash, all	5/9 bu	Pounds	20	\$ 24.00	\$ 24.00	\$14 conventional; \$25/organic
Sweet Corn	Bag	Each	48 each	\$ 32.00	\$ 31.25	N/A
Sweet Potatoes	1-1/9 bu	Pounds	40	\$ 63.00	\$ 65.75	\$50/organic
Tomatillos	Tomato Flat	Pounds	10	\$ 28.00	\$ 32.75	N/A
Tomato, Cherry	Tomato Flat	Pint	12	\$ 30.00	\$ 40.50	\$40/10 pound organic
Tomato, Heirloom	Tomato Flat	Pounds	10	\$ 26.20	N/A	\$23/10 pound organic
Tomato, Roma	Tomato Flat	Pounds	20	\$ 40.00	\$ 40.50	\$60/25 pound organic
Tomato, Slicer	Tomato Flat	Pounds	20	\$ 26.00	\$ 46.00	\$30/20 pound organic
Turnip, Salad	5/9 bu	Bunch	24	\$ 45.00	N/A	N/A
Turnip, Storage	5/9 bu	Pounds	25	\$ 28.00	\$ 27.75	N/A
Winter Squash, (delicata, sweet dumpling)	1-1/9 bu	Pounds	35	\$ 28.50	\$ 40.75	\$25/organic \$14/conventional

Winter Squash, (spagetti, butternut, acorn etc.)	1-1/9 bu	Pounds	35	\$ 23.50	\$ 29.50	\$23/organic \$12 conventional
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<i>Meat</i>			
Protein	Cut	Unit	WI LFPA Reference Price
Beef	Ground	Pound	\$ 7.50
Beef	Patties	Pound	\$ 7.50
Beef	Roasts, Various	Pound	\$ 9.00
Beef	Steak	Pound	\$ 9.00
Beef & Bison	Stew Meat	Pound	\$ 8.00
Beef & Bison	Tongue	Pound	\$ 8.00
Beef & Bison	Heart	Pound	\$ 5.95
Beef & Bison	Oxtail	Pound	\$ 8.50
Beef & Bison	Cheeks	Pound	\$ 11.05
Beef & Bison	Liver	Pound	\$ 8.50
Beef & Bison	Marrow Bones	Pound	\$ 4.25
Beef & Bison	Soup Bones	Pound	\$ 3.85
Beef & Bison	Suet	Pound	\$ 5.95
Bison	Ground	Pound	\$ 13.50
Bison	Steaks & Roasts	Pound	\$ 15.00
Pork	Ground	Pound	\$ 7.00
Pork	Ham	Pound	\$ 8.50
Pork	Bacon	Pound	\$ 11.50
Pork	Ham Hock	Pound	\$ 3.85
Pork	Tenderloin	Pound	\$ 12.00
Pork	Roast	Pound	\$ 8.50
Pork	Chops	Pound	\$ 7.75
Pork	Ribs	Pound	\$ 9.00
Pork	Brats	Pound	\$ 9.00
Pork	Offal	Pound	\$ 1.50
Lamb	Ground	Pound	\$ 11.00
Lamb	Stew Meat	Pound	\$ 11.00
Lamb	Shanks	Pound	\$ 11.00
Lamb	Leg	Pound	\$ 20.40
Lamb	Roast	Pound	\$ 13.00
Turkey	Whole or Cuts	Pound	\$ 4.50
Chicken	Whole	Pound	\$ 4.00
Chicken	Cut-up	Pound	\$ 5.00

Chicken	Breasts	Pound	\$ 7.00
Chicken	Offal	Pound	\$ 1.50
Duck	Whole	Pound	\$ 5.50
Duck	Cut-up	Pound	\$ 6.50

Note: While we encourage producers to sell by cut to increase their wholesale capacity, it is an option for producers to sell their product by hanging weight. If you would like to sell by hanging weight, please provide your wholesale price/# hanging weight. Please include processing costs in your per pound cost.

Value-Added		
Product	Unit	WI LFPA Reference Price
Honey	1/2 lb	\$ 8.00
Honey	Pound	\$ 12.00
Maple Syrup	36 oz	\$ 25.00
Maple Syrup	12 oz	\$ 10.00
Applesauce	Pint	\$ 5.75
Applesauce	Quart	\$ 9.00
Jam	10 oz	\$ 5.50
Jam	16 oz	\$ 8.50
Pickles	Pint	\$ 4.50
Pickles	Quart	\$ 7.50