



Participating Market Farmer Agreement

This agreement is made and entered into as of _____ (Date) between Rodale Institute, a Pennsylvania non-profit corporation existing under the laws of the State of Pennsylvania, with principal offices at 611 Siegfriedale Road, Kutztown, Pennsylvania 19530, and

(Print Market Farmer name).

I. Goal of the Southern Piedmont Climate-Smart Project

The goal of the *Southern Piedmont Climate-Smart Project* led by Rodale Institute is to empower diverse vegetable farmers in the Southern Piedmont and bring their voices and needs to the USDA. Market Farmers will use the Farm2Facts Ecosystems Services Tool (ESS) to assess their farm operations sustainability and post ESS printouts at _____ (Participating farmers market name) to highlight and market their produce. Through this work, we will expand markets for climate-smart diverse vegetables and develop recommendations for the USDA on ways to better support farmers marketing their climate-smart practices and produce.

II. Purpose of this Participation Agreement

This agreement outlines the responsibilities of Rodale Institute and the Market Farmer in the participation and implementation of the *Southern Piedmont Climate-Smart Project*.

III. Term of Agreement

Termination. Market Farmers are asked to remain enrolled in the *Southern Piedmont Climate-Smart Project* until March 2028. This is not a binding agreement and Market Farmers may discontinue participation in the program at any time. The *Southern Piedmont Climate-Smart Project* team also reserves the right to make changes to the terms of participation, add, and/or remove participants from the program.

Liability. Rodale Institute makes no guarantees regarding the physical and/or mental fitness of participating Market Farmers. Market Farmers shall perform the services set out in this Agreement at his/her own risk. Except with respect to the parties' indemnification obligations, neither party shall be liable to the other for any special, indirect, incidental, punitive, or consequential damages arising from or related to this agreement, including bodily injury, death, loss of revenue, or profits or other benefits, and claims by any third party, even if the parties have been advised of the possibility of such damages.

Indemnification. Market Farmer shall hold Rodale Institute harmless from and shall indemnify Rodale Institute for any and all claims, demands, and actions based upon or arising out of any services performed by Market Farmer or its employees under this Agreement, and shall defend any and all claims and demands. Market Farmer further agrees that Market Farmer's standard liability insurance policies protects Market Farmer from claims of bodily injury and of property damage arising out of any services performed by Market Farmer or its employees.

Rodale Institute shall hold Market Farmer harmless from and shall indemnify Market Farmer for any and all claims, demands, and actions based upon or arising out of any services performed by Rodale Institute or its employees under this Agreement, and shall defend any and all claims and demands. Rodale Institute further agrees that Rodale Institute's standard liability insurance policies protects

Rodale Institute from claims of bodily injury and of property damage arising out of any services performed by Rodale Institute or its employees.

IV. *Southern Piedmont Climate-Smart Project* and Participating Market Farmer Responsibilities

Rodale Institute, as lead of the *Southern Piedmont Climate-Smart Project*, and participating Market Farmer commit to cooperating with one another to address any issues as they arise and to resolve them based on the agreements stated in this participation agreement.

Rodale Institute, as lead of the *Southern Piedmont Climate-Smart Project*, or other project team members as directed by Rodale Institute, will:

- a) Communicate key program information to participants via Farm2Facts, emails, postal mail, and/or phone calls.
- b) Provide technical support related to the ESS tool and project participation to enrolled Market Farmers via University of Wisconsin office hours, phone calls, or other methods necessary.
- c) Keep participant information secure (protect and manage data, provide research information on request, maintain transparency and privacy, de-identify information).
- d) Process incentive payments within 60 days of verification of annual completion of the Farm2Facts ESS tool and posting of ESS tool printout regularly at market.

Participating Farmers will:

- a) Complete the ESS tool annually.
- b) Create annual printouts of the ESS tool results and post the printouts regularly at the participating farmers market.
- c) Cooperate and coordinate with the *Southern Piedmont Climate-Smart Project* team for the purpose of data collection via the ESS tool, University of Wisconsin technical support, or verification of completing the ESS tool and posting regularly at market.
- d) Stay informed by regularly checking emails, and voicemails for updates on key program information.
- e) Use the University of Wisconsin technical service provided and other educational resources to best complete the ESS tool and regularly post at market.
- f) Maintain records that may be needed to verify completion of the ESS tool, e.g. maintaining a Farm2Facts ESS tool profile for the duration of the project.

V. Acknowledgement of Enrollment

Official enrollment in the *Southern Piedmont Climate-Smart Project* shall commence upon the acknowledgement and return of this agreement. To complete this acknowledgement: phone, and both mailing and farm address information must be filled out, "Market Farmer Requirements" must be initialed, and the document must be signed by the Market Farmer.

VI. *Market Farmer* Information

Print Name

Farm Name

Cell Phone Number

Mailing Address

City

State

Zip code

Farm Address

City

State

Zip code

To whom do we pay incentive payments

(the farm or Market Farmer: please specify name)

*FSA Farm Number

*(Only initial if you do not have a current FSA # for your farm) I do not currently have an FSA number registered for the above farm. I understand that I must obtain an FSA # to be eligible to participate in the Southern Piedmont Climate-Smart Project. I will not receive incentive payments for any incentivized work performed prior to obtaining my FSA number.

VII. Roles and Responsibilities for All Participants

To receive incentive payments, Market Farmers must fulfill specific requirements outlined by the project. It is understood that both the enrolled Market Farmer and Rodale Institute and the *Southern Piedmont Climate-Smart Project* team acknowledge responsibility and cooperate to fulfill the goals of this project. Participating Market Farmer requirements and responsibilities and Rodale Institute and the *Southern Piedmont Climate-Smart Project* team responsibilities are as follows:

A. Participating Market Farmers Requirements

The following requirements are necessary to remain enrolled in the project AND receive incentive payments.

The Market Farmer will: (please initial next to each requirement

Fulfill all USDA-NRCS requirements for participation in Climate-Smart projects.

The requirements include:

- Provide the FSA farm number associated with the enrolled Market Farm.
- Have forms AD-2047 and AD-1026 on file with FSA.
- Obtain a Producer Subsidiary Print from FSA office and provide to Rodale Institute annually. **Subsidiary prints must reflect Market Farmers are in compliance with FSA requirements.** Market Farmers who are non-compliant cannot receive incentive payments and will be removed from the program.

Complete the ESS tool annually and post the results printout regularly at the participating markets within the specified timeline provided.

Provide annual sales data from produce sold at the participating farmers market.

Coordinate with program personnel and provide verification of completing the ESS tool and regularly posting the results printout at the participating market ahead of receiving incentive payments.

All pictures and videos submitted to the *Southern Piedmont Climate-Smart Project* via email, or any other form of submittal including pictures and videos taken by the *Southern Piedmont Climate-Smart Project* team are property of the *Southern Piedmont Climate-Smart Project* and can be used freely in advertising, promotions, research, outreach, or any social media platform.

B. Optional Participating Market Farmer Items

The Market Farmer will: (please initial if you are willing to participate. Leave blank if you do not wish to participate.)

We will have a map of the project area on the Southern Piedmont Climate-Smart Website. Check if you would like the name of your farm and website to be accessible on this map showing your participation in the project.

Signatures

Participating Market Farmer

Print Name:

Signature:

Title:

Date:

Rodale Institute

Print Name:

Signature:

Title:

Date:

Please email completed and signed agreements to: kristie.wendelberger@rodaleinstitute.org.



FSA Data Share Authorization Form

I hereby authorize FSA to release all my farm record information, including digital, tabular, and subsidiary print data to: Rodale Institute. Please release 2023 information and all future information through 2028 upon their request.

Permission shall be granted until I indicate otherwise.

- Documentation Needed
 - Subsidiary print
 - Farm map in PDF format

Thank you,

Signature: _____ Date: _____

Print Name: _____

Farm Name: _____ Farm Number: _____

Please send all files for my farm electronically to Logan.tweardy@rodaleinstitute.org.

Market Farmer Incentive Payments

As a participating Market Farmer, you will receive cash and non-cash incentives.

Cash Incentives		Non-Cash Incentives	
Participating Market Farmer			
Completing Ecosystems Services Tool	\$50/year	Annual Farm 2 Facts/ESS Tool Subscription	\$250/year equivalent

How to get paid

Market Farmers: Annual incentive payments will be sent via check to those Market Farmers who participate in the Farm2Facts Ecosystems Services Tool and regularly post the ESS tool results printout at the participating market. Payment will be processed upon completion of the ESS Tool and verification of regularly displaying the results printout at market.