**FEE FOR SERVICE**

**RECIPIENT AGENCY & DISTRIBUTOR *SAMPLE* AGREEMENT**

*In an effort to protect recipient agencies (RA) and the integrity of the food distribution program, this sample agreement can be used as a guideline when preparing a scope of work, bid specifications, or contract for your entity.*

This agreement is for the 20\_\_ - 20\_\_ school year, between recipient agency (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) and distributor (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_). Both parties signing below acknowledge our mutual responsibilities.

The following responsibilities are required for this fee for service through distributor agreement.

Distributor will invoice RA for: (check one)

**\_\_\_\_\_** Handling/Storage/Distribution Fee Only

\_\_\_\_\_ Fee for Service and Handling/Storage/Distribution Fees

1. Distributor will provide proof of added property insurance endorsement to cover any damage to USDA food products while in their care.
2. Distributor will provide written fee schedule for any additional storage costs that the RA may incur after \_\_\_\_\_ days.
3. Distributor will provide deliveries according to the following schedule:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
4. This agreement will be effective\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(enter date MMDDYY)
5. Information provided to RA will be treated as proprietary and confidential. (Please specify which information).
6. RA or distributor may terminate this agreement for cause upon 30 days with written notification or without cause upon 60 days written notification of the other party.\* *(This statement must be consistent with the entity’s boiler plate terms and conditions.)* Disposition of remaining inventory covered in this agreement will be in accordance to the terms and conditions of the processing agreement

If the distributor is invoicing the RA for the Fee for Service, then:

1. Distributor will provide two line items on their invoice – one for the fee for service amount and the other for the handling/storage/distribution fees. If they only provide one line item on the invoice, distributor will break out the fee for service and the handling/storage/distribution fees as required by FD-025 (March 29, 2004) providing the information to the RA.
2. Distributor will provide a usage/velocity report to the processor with products and cases delivered to the RA in a timely basis, weekly preferred. The RA reserves the right to obtain the same usage/velocity reports from the Distributor.

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Distributor Name Recipient Agency Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Distributor Contact Recipient Agency Contact

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone Number/Fax Number Phone Number/Fax Number

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail Address E-mail Address

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Distributor Address Recipient Agency Address

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City/State/Zip Code City/State/Zip Code

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

RA Number