
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 OR 15(d) of
The Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): **January 26, 2015**

Innovative Food Holdings, Inc.

(Exact name of registrant as specified in its charter)

Florida
(State or other jurisdiction
of incorporation)

0-9376
(Commission
File Number)

20-1167761
(IRS Employer
Identification No.)

28411 Race Track Road, Bonita Springs, Florida
(Address of principal executive offices)

34135
(Zip Code)

Registrant's telephone number, including area code: **(239) 596-0204**

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01. Entry into a Material Definitive Agreement

On January 26, 2015 we executed a Vendor Program Agreement between Food Innovations, Inc., our wholly-owned subsidiary, and U.S. Foods, Inc. The term of the Agreement is from January 1, 2015 through December 31, 2016 and provides for up to three (3) automatic annual renewals thereafter if no party gives the other 30 days' notice of its intent not to renew.

This only purports to be a summary of the terms of the transaction documents and is qualified in its entirety by the terms of the full document, a copy of which is filed as an exhibit hereto.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

Exhibit	Description
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10.1	National Vendor Program Agreement between Food Innovations, Inc. and U.S. Foods, dated January 26, 2015.
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SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

INNOVATIVE FOOD HOLDINGS, INC.

Dated: January 29, 2015

By: /s/ Sam Klepfish

Sam Klepfish
CEO

EXHIBIT INDEX

<u>Exhibit</u>	<u>Description</u>
10.1	National Vendor Program Agreement between Food Innovations, Inc. and U.S. Foods, dated January 26, 2015.

US FOODS

NATIONAL – VENDOR PROGRAM AGREEMENT

USF Company Vendor: 59674 - FOOD INNOVATIONS INC**Vendor Affiliate Name:** FOOD INNOVATIONS INC**Vendor Partnership Program:** 4162 - Published**Vendor Contact Information Program Information**

Name: FOOD INNOVATIONS, INC.

Address: 28411 RACE TRACK ROAD

BONITA SPRINGS, FL 34135

Agreement Start Date: 01/01/2015 **End Date:** 12/31/2016

Deduction Billing Cycle: Weekly

 Purchasing Program (Volume Based*) Marketing Program (Volume Based*) P.O. Received Date Order Date Last Order Date: Growth Program (Volume Based*)

(Specifics documented in contract notes.)

 Special Promotional Event Lump Sum Payment

Lump Sum Billing Cycle:

Lump Sum Start: End:

Volume based agreements must not contain customer exclusions.*USF Contact Information**

Name: ELIZABETH TIELBUR

Title: CATEGORY MANAGER

Contract Information Original Amendment to section(s):**Redistribution** Qualified (*for entities listed below*) Excluded**AP Payment Terms**

Check Net 30

Commodity Product Categories

None:

Eligible Divisions All Divisions Specific Division(s):**Contract Notes****Program Terms**

The parties acknowledge that in the calculation of the promotional allowances as set forth on Exhibit B herein, all contractual obligations of Vendor and USF which restrict or limit the payment of promotional allowances have been considered and taken into account. The promotional allowances shall be reviewed by the parties in November, 30, and renegotiated annually thereafter; however, such promotional allowances shall be in effect until the parties agree to any modifications. This VPA may renew annually for an additional 12-month term unless either party notifies the other in writing 30 days prior to the End Date of its intent not to renew, but in no event shall the term of this agreement exceed five years from the start date.

Program Qualifying Base

For the purposes of calculating (i) promotional allowances, and (ii) purchase levels for the achievement of growth incentive objectives, all amounts to which US Foods, Inc., together with its subsidiaries (collectively, "USF") is entitled, whether set forth on a cents per pound or case basis or expressed as a percentage, shall be based upon USF's Net Purchases. Net Purchases shall be defined as the dollar value, total weight in pounds or total cases, as applicable, of Gross Purchases less the dollar value, total weight in pounds or cases, as applicable, of (A) all Products that the parties have agreed are ineligible to earn promotional allowances, as set forth on Exhibit A attached hereto (including proprietary Products if agreed to by the parties), (B) Product returns, and (C) freight, if the Products are priced FOB Vendor's dock and such freight charge is included in the total dollar value of Gross Purchases. Gross Purchases shall be defined as the dollar value, total weight pounds, or total cases, as applicable, of Products actually received and accepted by USF. No other reductions from Gross Purchases, including cash discounts, to determine Net Purchases will be accepted by USF.

Excluded Products and Product Samples Corporate Marketing Allowance (CMA)

Exhibit A, listing Products that are ineligible to receive promotional allowances, is attached hereto and incorporated herein. Vendor will provide product samples to USF free of charge in reasonable quantities upon request in each instance. The Corporate Marketing Allowance (CMA) is intended to be used for Support Office and Regional Marketing Activities.

Local Allowance Programs

Any applicable Local Allowance programs shall be administered as set forth on Exhibit B.

Purchasing, Program, and Marketing Allowance Payment Terms USF Vendor Policy

At the end of each calendar week, USF will calculate the NPA, CMA, and LVA (if nationally administered) due. Once calculated, on or about the following Wednesday, the billing amount will be posted to the supplier web portal that Vendor will have access to 24 hours a day, 7 days a week, and a deduction in that amount will be processed by USF against any outstanding or future trade payable. Vendor may raise questions, disputes or concerns through the USF Vendor Support Center (VSC). Any dispute logged with the VSC must contain the specific nature of the discrepancy to ensure USF has all information necessary to research and resolve the Vendor dispute. By execution of this Vendor Program Agreement, Vendor acknowledges that it has reviewed the USF Vendor Policy located on the supplier website, and agrees to be bound by the provisions thereof. USF reserves the right to change the Vendor Policy at any time.

Vendor Direct Negotiated Pricing Addendum

All Vendor direct negotiated pricing payments (i.e. the difference between the invoice price to USF less the contract price to the end-user (prior to any distributor mark-up)) will be automatically deducted on a weekly basis. Vendor shall obtain USF's prior written consent before Vendor makes a bid to an end-user customer for a Vendor Direct Negotiated Pricing arrangement, which bid includes USF's Exclusive Brand Products.

If checked the parties agree to the additional terms set forth in the attached addendum to the Vendor Program Agreement.

Vendor Authorization

Print Name: _____ Date: _____

Signature: _____ Title: _____

This Vendor Program Agreement shall only be binding upon USF if executed by authorized officer(s) of USF.

US Foods Authorization

Print Name: _____

Signature: _____

Title: _____

Date: _____

US Foods Authorization

Print Name: _____

Signature: _____

Title: _____

Date: _____