



Steve W. Troxler  
Commissioner

North Carolina Department of Agriculture  
and Consumer Services  
*Food Distribution Division*

Walter Beal  
Director

Orange Storage Facility: \_\_\_\_\_ Telephone: \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip \_\_\_\_\_

**Contract Covering Storage of USDA Food Commodities (with or between)**

\_\_\_\_\_ and \_\_\_\_\_  
(Storage Facility) (School District)

Beginning Date of Contract: August 1, 2024 Ending Date of Contract: July 31, 2025

**TERMS AND CONDITIONS**

1. The storage facility will be maintained in a manner to ensure safety and sanitation and meet all USDA and NCDA&CS Food Distribution storage regulations.
2. The storage facility can be reviewed by USDA, NCDA&CS, and respective agency personnel at any time during normal business hours.
3. USDA foods will be clearly identified and countable at all times.
4. An inventory system will be in place to ensure accountability.
5. A semi-annual physical inventory will be taken and recorded.
6. \_\_\_\_\_ will ensure coverage for the value of the USDA food in case of theft or loss of inventory for (Storage facility or agency) cases of USDA food brought in on behalf of the School District.
7. Distributor payments for all theft/losses must be issued to the School District by June 30 of the current contract year.
8. The Distributor shall not discard USDA inventory without written permission from the School District.
9. \_\_\_\_\_ will ensure coverage for the value of the USDA food stored in case of (Storage facility or agency) equipment failure, fire, natural disaster (hence structural damage) or water damage.
10. This contract may be terminated after thirty (30) days notice.
11. This contract will be terminated immediately due to no-compliance.
12. If \_\_\_\_\_ is delivering Net Off Invoice items, it is their job to make sure all transactions are (Storage facility or agency) done in a timely fashion and if any problems arise communicate immediately with school districts to resolve issues.

**Both parties hereby agree to abide by the above terms and conditions.**

Signature \_\_\_\_\_  
(Commercial Storage Representative)

Date \_\_\_\_\_

Signature \_\_\_\_\_  
(Food Service Director or Executive Director)

Date \_\_\_\_\_

*Note: You may include additional terms if necessary. NCDA&CS must approve the final copy. Feel free to submit a "draft" for our review prior to the signing of both parties.*

Post Office Box 659, Butner, North Carolina 27509-0659  
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