



Dear New Vendor,

As the premier produce distributor in eastern North Carolina, we are excited you would like to begin a partnership. Local produce is valuable to us and to our customers, so we rely on farmers like you who excel in growing quality products.

To become a vendor for FreshPoint Raleigh, some paperwork is attached for you to fill out and look over. We will need the following documents emailed back to set you up as a vendor:

- New Vendor Request Set-Up
- Sysco Hold Harmless Agreement (HHA)
- GAP SYSCO Requirement
- COI – with “Certificate Holder” written as in COI Sample

We will also need a copy of your GAP/GMP audit. Azzule Supply Chain Program is the online program we use to keep track of GAP audits. The cost to upload an audit is \$40. To begin with Azzule, visit this website:

<https://secure.azzule.com/SupplyChain/SupplierRegistration/SupplierRegistration.aspx>

If you have any questions, contact our Purchasing Manager, Kelly Smith, at 919-459-6704 or kelly.smith@freshpoint.com. We look forward to partnering with you and working together in the future.

Sincerely,

The FreshPoint Raleigh Local Team



**HOLD HARMLESS AGREEMENT
AND
GUARANTY/WARRANTY OF PRODUCT**

Sysco Corporation, its subsidiaries, affiliates and divisions
ATTN: Senior Vice President
203 Trans Air Drive
Morrisville, NC 27560

Ladies and Gentlemen:

The undersigned person or entity ("**Seller**"), for value received, hereby represents and agrees as follows:

1. The articles contained in any shipment or delivery made by Seller, its subsidiaries or divisions (a "**Product**") made to or on the order of Sysco Corporation, its subsidiaries, affiliates or divisions (collectively referred to as "**Buyer**") are hereby guaranteed, as of the date of such shipment or delivery,

for Product other than meat and poultry, (a) to not be adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act (the "**Act**"), and (b) to not be an article which cannot be introduced into interstate commerce under the provisions of Sections 404 and 505 of the Act;

for meat and poultry Product only, (c) not to be adulterated or misbranded within the meaning of the Federal Meat Inspection Act and the Poultry Products Inspection Acts, and (d) is not an article which cannot be introduced into interstate commerce under said Acts; and

for all Product, (e) to be fit for human consumption, and (f) to be in compliance with all applicable federal, state and local laws.

2. Seller agrees to defend, indemnify and hold harmless Buyer and its employees, agents, representatives, directors and customers (individually, an "**Indemnitee**") from all actions, suits, claims, demands, and proceedings ("**Claims**"), and any judgments, damages, losses, debts, liabilities, penalties, fines, costs and expenses (including reasonable attorneys' fees) resulting therefrom, including but not limited to enforcement of the terms of this Hold Harmless Agreement and Guaranty/Warranty of Product ("**Agreement and Guaranty**"), whether arising out of contract, tort, strict liability, misrepresentation, violation of applicable law and/or any similar cause whatsoever:

(i) brought or commenced by federal, state or local governmental authorities against any Indemnitee alleging that any Product shipped or delivered by Seller to or on the order of Buyer did not, as of the date of delivery, meet the guaranty set forth in Paragraph 1; or

(ii) brought or commenced by any employee (statutory or other), agent, representative, officer and director of Seller or its contractors and subcontractors for personal injury, death or loss or damage of property arising out of or alleged to have arisen out of any occurrence or alleged occurrence on owned, leased, permanent, or temporary property or premises of Buyer, whether or not such Claims are caused or alleged to be caused by the joint and/or concurrent negligence of Buyer; provided, however, that Seller's indemnification obligation shall not apply to the extent that Claims are caused by the sole negligence of Buyer; or

(iii) brought or commenced by any person or entity against any Indemnitee for the recovery of damages, including but not limited to, the injury, illness and/or death of any person, or loss or damage of property, arising out of or alleged to have arisen out of (a) the delivery, sale, resale, labeling, use or consumption of any Product, or (b) the negligent acts or omissions of Seller; provided, however, that Seller's indemnification obligations hereunder shall not apply to the extent that Claims are caused by the negligence of the Indemnitee seeking indemnification. Notwithstanding the foregoing limitation on Seller's indemnification obligations, Seller shall defend each Indemnitee for all Claims until such time as a preponderance of the evidence exists that the Claims are caused by the negligence of such Indemnitee; provided however, that Seller's defense obligations with respect to the remaining Indemnitees shall continue until terminated as provided in this sentence.

Seller's agreement to maintain and provide insurance on behalf of Buyer under Paragraph 3 is a result of the requirement for indemnity and defense outlined in Paragraph 2. Indemnitee shall notify Seller promptly of the service of process or the receipt of actual notice of any Claim. Seller shall have a reasonable opportunity to defend against



such Claim, at the Seller's sole expense and through legal counsel reasonably acceptable to the Indemnitees, provided that Seller proceeds in good faith, expeditiously and diligently, and provided further that such defense by Seller shall not jeopardize Indemnitees' defenses to such Claim. Each Indemnitee shall, at its option and expense, have the right to participate in any defense undertaken by Seller with legal counsel of its own selection. The Indemnitees shall provide Seller with reasonable cooperation in Seller's investigation and defense of any Claim, at the Seller's expense.

3. Seller agrees to maintain in effect insurance coverage with reputable insurance companies covering workers' compensation and employers' liability, automobile liability, commercial general liability, including product liability and excess liability, all with such limits as are sufficient in Buyer's reasonable judgment, to protect Seller and Buyer from the liabilities insured against by such coverages, and, upon request of Buyer, Seller shall promptly furnish complete certified copies of all of Seller's insurance policies, including all endorsements, evidencing such coverages. Seller's insurance described herein shall be primary and not contributory with Buyer's insurance. Seller shall furnish a certificate evidencing the obligation of its insurance carriers not to cancel or materially amend such policies without thirty (30) days prior written notice to Buyer. In addition, Buyer shall be named as an additional insured with respect to (i) the commercial general liability policy including products liability, using form CG 20 15 Broad Form Vendor's Endorsement or its equivalent, (ii) the automobile liability policy, and (iii) excess/umbrella liability policies by way of following-form provisions or otherwise. All policies shall provide waivers of subrogation in favor of Buyer. The obligation to provide insurance set forth in this paragraph is separate and independent of all other obligations contained in this Agreement and Guaranty.

4. If any portion of this Agreement and Guaranty is ruled invalid for any reason, such ruling shall not affect the other portions of this Agreement and Guaranty, and all remaining covenants, terms and conditions of this Agreement and Guaranty shall remain in full force and effect. Seller agrees that any State or Federal Court in any jurisdiction in which Buyer purchases or distributes any Products shall be a proper (but not exclusive) place of venue for any Claims, and Seller further irrevocably waives any claim that any such court lacks jurisdiction over it and agrees not to plead or claim, in any legal action or proceeding with respect to a Claim brought in any of the aforesaid courts, that any such court lacks jurisdiction over it or that such court is located in an inconvenient forum.

5. This Agreement and Guaranty is continuing and shall be in full force and effect and shall be binding upon Seller with respect to each and every Product shipped or delivered to or on the order of Buyer by the Seller before the receipt of the Buyer of written notice of revocation thereof. In the event Seller (i) sells or transfers substantially all of its assets or the assets of any of its subsidiaries or (ii) sells or transfers a controlling equity interest in Seller or any such subsidiary, including, but not limited to, a sale of, in the case of a corporation, of the issued and outstanding equity securities representing greater than fifty percent (50%) of the voting power in the election of directors (in the case of either (i) or (ii), a "**Change of Control**"), this Agreement and Guaranty shall remain in full force and effect and shall be binding upon Seller with respect to any Product shipped or delivered to or on the order of Buyer by Seller or any such subsidiary prior to the later of (x) receipt by Buyer of written notice of the Change of Control (y) the effective date of the Change of Control.

6. This Agreement and Guaranty constitutes the final, complete and exclusive agreement between the parties concerning the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, written or oral, between the parties with respect thereto, and supersedes any form guaranty, warranty, or other indemnification tendered by Seller, whether before or after the date hereof.

Dated this _____ day of _____, 20__.

Name of Company, Seller

Signature of Authorized Officer and Title

Street Address

City, State and Zip Code



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

PRODUCER XYZ INSURANCE AGENCY	THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED SUPPLIER NAME SUPPLIER ADDRESS	INSURERS AFFORDING COVERAGE INSURER A: ACCEPTABLE INSURANCE COMPANY INSURER B: INSURER C: INSURER D: INSURER E:	NAIC #

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR/ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	XXX XXX XXX	XX XX XX	XX XX XX	EACH OCCURRENCE \$ 2000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 4000000 PRODUCTS - COMP/OP AGG \$ 4000000 \$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	XXX XXX XXX	XX XX XX	XX XX XX	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH ER E.L. EACH ACCIDENT \$ 500000 E.L. DISEASE - EA EMPLOYEE \$ 500000 E.L. DISEASE - POLICY LIMIT \$ 500000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

SYSCO CORPORATION, ITS AFFILIATES, SUBSIDIARIES AND DIVISIONS ARE NAMED ADDITIONAL INSURED AS PER WRITTEN CONTRACT. WAIVER OF SUBROGATION IS PROVIDED IN FAVOR OF CERTIFICATE HOLDER.

CERTIFICATE HOLDER SYSCO CORPORATION, ITS AFFILIATES, SUBSIDIARIES AND DIVISIONS Sysco Corporation Insurance Compliance PO Box 12010 - CY Hemet, CA 92546-8010	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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