

**AGREEMENT TO FURNISH FOOD SERVICE  
FOR THE NEW YORK STATE SUMMER FOOD SERVICE PROGRAM  
(SPONSOR/SCHOOL)**

THIS AGREEMENT is made and entered into between school food authority (SFA) \_\_\_\_\_  
and(sponsor)\_\_\_\_\_

WHEREAS the (SFA)\_\_\_\_\_ agrees to supply unitized meals  
(inclusive/exclusive) of milk and juice to (sponsor)\_\_\_\_\_ with and for the prices  
herein listed:

Breakfast.....\$\_\_\_\_\_ each                      Lunches.....\$\_\_\_\_\_ each  
Snacks.....\$\_\_\_\_\_ each                      Supper.....\$\_\_\_\_\_ each

It is further agreed that (SFA)\_\_\_\_\_, pursuant to the provisions of the Summer Food Service Program regulations, attached copy of which is part of this agreement will assure that: said meals meet the minimum meal pattern requirements as to components and portion sizes, NYS sanitary codes are complied with and full and accurate records that the sponsor will need to be maintained in order to meet its responsibility including menus, production records containing the amounts of food prepared and portion sizes and the daily number of meals delivered by type. It is further agreed that a quality control plan, which meets the criteria established by the Department, will be submitted with and made part of this agreement.

These records must be reported to the (sponsor)\_\_\_\_\_ promptly at the end of each month. The (SFA)\_\_\_\_\_ agrees also to retain records required under the preceding clause for a period of 3 years from the date of receipt of final payment under this agreement (or longer, if an audit is in progress); and upon request, to make all accounts and records pertaining to the Program available to representatives of the U.S. Department of Agriculture, NYS Education Department, and the General Accounting Office for audit or administrative review at a reasonable time and place.

In the event that the (SFA)\_\_\_\_\_ is receiving Federal assistance under the National School Lunch, Breakfast Program, Special Milk Program, or is receiving donated commodities for use in its (name of program)\_\_\_\_\_ under this Agreement, all revenues shall be deposited into its nonprofit food service account and all expenditures made by the SFA in connection with this Agreement shall be paid from such account.

This Agreement shall be effective as of (date)\_\_\_\_\_. It may be terminated by notice in writing given by either party hereto to the other, at least 30 day prior to the date of termination.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement as of the dates indicated below:

SFA (Officer of the Board of Education)	Sponsor (Member of Executive Board, Mayor, etc.)
Title	Title
Date	Date

Location of food preparation centers(s): \_\_\_\_\_  
\_\_\_\_\_