

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): September 12, 2007

**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.)

**1923 Trade Center Way, Naples, Florida**  
(Address of principal executive offices)

**34109**  
(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 September 12, 2007, the registrant's wholly-owned subsidiary, Food Innovations, Inc. ("FII"), and Next Day Gourmet, L.P., a wholly-owned subsidiary of U.S. Foodservices, Inc. ("USF"), executed an extension, through September 11, 2008, of their existing contract pursuant to which FII supplies perishable and non perishable foods to USF and its subsidiaries. In 2006, sales under this contract represented approximately 98.29% of the registrant's revenues and in the first six months of 2007 it represented approximately 95.63% of revenues.

**ITEM 9.01 Financial Statements and Exhibits**

(d) Exhibits

<u>Exhibit</u>	<u>Description</u>
10.1	Second Amendment to Supply Agreement between Food Innovations, Inc. and Next Day Gourmet, L.P.

**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: September 18, 2007

By: /s/ Sam Klepfish  
Sam Klepfish  
Interim President

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**Exhibit Index**

**Exhibit**

**Description**

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10.1

Second Amendment to Supply Agreement between Food Innovations, Inc. and Next Day Gourmet, L.P.

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**SECOND AMENDMENT TO SUPPLY AGREEMENT**

This Second Amendment (hereinafter "Amendment"), is made as of the 10 day of September, 2007, by and between Next Day Gourmet, L.P., an Indiana Limited Partnership, on its own behalf and on behalf of its subsidiaries and affiliates (hereinafter, collectively, "Buyer") and Food Innovations, Inc., a Delaware corporation (hereinafter, "Supplier").

**WITNESSETH:**

WHEREAS, Buyer and Supplier entered into that certain Supply Agreement dated as of September 11, 2003 and amended as of August ~~20~~, 2006 (the "Agreement") with respect to Buyer's purchase and distribution of certain foodservice products from Supplier ("Products"); and

WHEREAS, the parties desire to extend the term of the Agreement for an additional period of one (1) year, as set forth herein;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Buyer and Supplier hereby agree as follows:

1. All capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Agreement.
2. Section 5 (a) of the Agreement, as previously amended, shall be deleted in its entirety and replaced with the following:  
"This Agreement shall be effective as of the Effective Date and shall expire on Sept 11, 2008 (the "Term")."
3. Schedule A of the Agreement shall be replaced in its entirety with the amendment Schedule A attached hereto.
4. Except for the amendments, changes and additions made herein, there are no other changes to the Agreement and the parties hereby ratify and confirm the remainder of the same as originally written and subsequently modified by this Amendment.
5. By executing this Amendment, the parties acknowledge and agree that (i) no default or breach has occurred by Buyer under the Agreement or any amendment thereto and (ii) the Agreement is in good standing.

As evidence of this Amendment:

**NEXT DAY GOURMET, L.P.**  
by Next Day Gourmet, Inc., General Partner

By: [Signature]  
Name: [Signature]  
Title: President

Date: September 10, 2007

**FOOD INNOVATIONS, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_



**SCHEDULE A**

Subsidiaries and Affiliates included in Buyer's Group

U.S. Foodservice  
U.S. Foodservice, Inc.  
E&H Distributing Co.

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