



"Partners In Retail Growth And Success"

To our Valued Suppliers:

This letter is intended to notify all suppliers that URM Stores is fully supporting the GFSI (Global Food Safety Initiative) and has implemented a food-safety program (HACCP). As a partner in the Grocery Industry, URM Stores has completed our HACCP certification and is committed to the requirements to maintain our certification.

To comply with the requirements of this system, we have developed an "Approved Supplier Program." To become an "APPROVED SUPPLIER" you are required to submit the following documentation for all items supplied:

- A signed copy of "Supplier Safe Food Continuing Guarantee and Indemnification Agreement" (see attached letter) or a "Letter of Guarantee" from your company.
- A copy of your most recent 3<sup>rd</sup> party audit, including the certificate, full audit and corrective actions report.
- Product Specification Sheet (include any microbiological limits if applicable).
- Certification that all packaging you or your subsidiary's use meet all FDA and regulatory food safety requirements.
- Non-GMO Statement.
- Organic Certification (if applicable).
- Gluten-Free Statement (if applicable).

All documents should be sent back electronically to [jjames@urmstores.com](mailto:jjames@urmstores.com). If you have any questions or need any further information, please don't hesitate to call or e-mail me. I will respond as soon as possible.

Regards,

Jeff James  
Director of Warehouse  
URM Stores, Inc.  
7511 N. Freya  
Spokane, WA. 99220  
(509) 467-2769  
[jjames@urmstores.com](mailto:jjames@urmstores.com)



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**SUPPLIER SAFE FOOD CONTINUING GUARANTEE  
AND INDEMNIFICATION AGREEMENT**

Company Name ("Supplier"): \_\_\_\_\_

Company Address: \_\_\_\_\_

Company Representative (print name): \_\_\_\_\_

In consideration of the purchase, from time to time, by URM Stores of food products from Supplier named above, Supplier represents and guarantees the following:

**A. Supplier's Products Comply With Federal and State Laws:**

1. Supplier guarantees that the products comprising each shipment from Supplier to URM Stores (a) are produced in compliance with and meet the quality and condition requirements of applicable USDA and FDA regulations, (b) are produced, harvested, and packed in compliance with applicable federal, state, and local laws, (c) are not grown on former landfills or in any toxic environment and are not irrigated with contaminated water, and (d) are safe and fit for human consumption.

2. Supplier also guarantees that the products comprising each shipment from Supplier to URM Stores (a) are not adulterated or misbranded within the meaning of the following laws, if applicable: the federal Food, Drug, and Cosmetic Act ("FFDCA"), the federal Perishable Agricultural Commodities Act, the federal Fair Packaging and Labeling Act, the Federal Meat Inspection Act, and the Poultry Inspection Act, federal regulations, and state food and drug laws which have identical or substantially similar adulteration and misbranding provisions as those found in the federal Acts, and (b) are not articles that are restricted from introduction into interstate commerce under the provisions of sections 404 and 405 of the FFDCA.

3. Supplier further guarantees that Supplier complies with the Country of Origin ("COOL") Labeling Program's rules and regulations.

4. This Agreement and Guarantee is continuing and shall be in full force and effect and binding upon Supplier with respect to each and every product of Supplier that is shipped to URM Stores before the receipt by URM Stores of written notice of revocation of the Agreement and Guarantee.

**B. Indemnification Agreement:**

(a) Supplier agrees to indemnify and hold harmless URM Stores from and against any losses and damages and defend URM Stores from and against any and all suits, actions and proceedings brought by any governmental authority against the products supplied by Supplier to URM Stores as a result of any adulteration or misbranding, including any product losses or any judgment rendered against or fine or penalty imposed upon URM Stores and the reasonable attorneys' fees and other expenses, if any, incurred by URM Stores in connection therewith.

(b) Supplier further agrees to indemnify and hold harmless URM Stores and defend URM Stores against all actions, proceedings, claims, demands, suits, outlays, damages or expenses, including reasonable attorneys' fees and other costs that may in any way arise from Supplier's breach of any guarantee, warranty, or representation contained in this Agreement, including but not limited to guarantees as to the quality or condition of Supplier's product at the time of its sale to URM Stores, such quality being defective through causes arising in the growing, harvesting, manufacture, packaging, or storage of the product. Supplier's obligations under this indemnity shall not extend to or include any actions, proceedings, claims, demands suits, outlays, damages, expenses (including legal fees and costs), or liability arising or resulting from the sole negligence or intentional misconduct of URM Stores, its agents, or employees.





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(c) URM Stores shall, within fourteen (14) days after receiving notice thereof, notify Supplier of the seizure of any product or the service upon URM Stores of the process relating to such proceeding, as the case may be, or commencement of any claim for damages or legal proceedings against URM Stores.

**C. Representations And Warranties Relating To Food Safety Audit Certifications:**

1. Within 7 days of signing this Agreement, Supplier agrees to provide URM Stores with copies of the most recent Food Safety Audit Certification and Grower Audit Certification (for any growing operations, field, packing house, ranch, crew, and water testing), with corrective actions noted, if any; Supplier warrants and represents that any Certifications provided to URM Stores will be true and correct copies of these documents.

2. Within 7 days of signing this Agreement, Supplier agrees to provide URM Stores with (a) a list of its Food Safety Programs (e.g., HACCP, GAP/GMP, etc.), and (b) a list any third party audits (e.g., AIB, ASI, Primus, SAI Global, Sillikar, etc.), and upon request by URM Stores to provide it with a copy of the most recent audit certification from any of the listed auditors. Supplier warrants and represents that the lists provided will be complete and accurate and that any certifications provided to URM Stores will be true and correct copies of the documents requested.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

**Return signed Agreement to:**

Jeff James  
Director of Warehouse  
URM Stores, Inc.  
7511 N. Freya  
Spokane, WA. 99220  
(509) 467-2769  
or email to: [jjames@urmstores.com](mailto:jjames@urmstores.com)