

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 7, 2006 (**August 31, 2006**)

**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))
-

**Item 1.01. Entry into a Material Definitive Agreement**

On August 31, 2006, 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"), a unit of Royal Ahold, executed an extension, through September 10, 2007, of their existing contract pursuant to which FII supplies perishable foods to USF and its subsidiaries. In 2005, sales under this contract represented approximately 91% of the registrant's revenues and in the first six months of 2006 it represented approximately 90% of revenues.

**ITEM 9.01 Financial Statements and Exhibits**

(d) Exhibits

<u>Exhibit</u>	<u>Description</u>
10.1	First 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 7, 2006

By: /s/ Sam Klepfish  
Sam Klepfish  
Interim President

---

**Exhibit Index**

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

---




**FIRST AMENDMENT TO SUPPLY AGREEMENT**

This First Amendment to Supply Agreement (this "Amendment") is made as of August \_\_, 2006 by and between Next Day Gourmet, L.P., an Indiana limited partnership ("Buyer") and Food Innovations, Inc., a Delaware corporation ("Supplier").

**RECITALS**

A. Buyer and Supplier entered into a Supply Agreement dated September 10, 2003, (the "Agreement") with respect to Buyer's purchase and distribution of certain foodservice products from Supplier ("Products").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:


1. Section 5(a) of the Agreement is hereby amended to extend the Term of the Agreement to September 10, 2007.
  2. Section 3 of the Agreement is hereby amended to provide that Buyer will continue to receive a 1% marketing fee based on net purchases, and will figure credits when calculating the monthly charge back which is deducted on a period basis.
  3. Miscellaneous.
    - (a) This Amendment shall be construed and interpreted under, and governed and enforced according to, the laws of the State of Illinois.
    - (b) The Agreement, as amended hereby, is ratified and affirmed in all respects and shall continue in full force and effect.
    - (c) Unless otherwise stated, capitalized terms are defined or provided in the Agreement.
    - (d) To the extent the provisions of this Amendment are inconsistent with the provisions of the Agreement, the provisions of this Amendment shall control.
- 



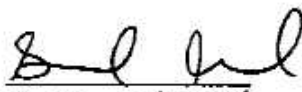
---

IN WITNESS WHEREOF, the parties acknowledge their agreement to the foregoing by the execution of this Amendment by their respective authorized representatives as of the date first above written.

NEXT DAY GOURMET, L.P.

By:   
Name: Robert C. King  
Title: General Manager

FOOD INNOVATIONS, INC.

By:   
Name: Sam Kleffish  
Title: Interim President

