

## DISTRIBUTOR - SUPPLIER CONTRACT

THIS CONTRACT made this \_\_\_\_\_ day of \_\_\_\_\_ by and between \_\_\_\_\_ hereinafter called "Supplier" and Beverage Control, Inc.

Knoxville, Tennessee, hereinafter called "Distributor."

### WITNESSETH:

WHEREAS, Supplier is a manufacturer, importer, distributor of alcoholic beverages, and

WHEREAS, Distributor is a licensed distributor of alcoholic beverages in the State of Tennessee and warrants that it as such and holds the necessary Federal, State and Local permits authorizing Distributor to distribute alcoholic beverages within said State, and

WHEREAS, both Supplier and Distributor desire that Distributor serve as a Distributor of Supplier in the State of Tennessee.

NOW, THEREFORE, for and in consideration of the premises and the further agreements herein contained the parties agree as follows:

1. Subject to the applicable provisions of the laws, rules and regulations of any governmental or administrative agency having jurisdiction, Supplier hereby designates Distributor and Distributor agrees to act, as a distributor of supplier's products registered with the State of Tennessee Department of Revenue, within the following specified areas in the State of Tennessee: Addendum I and subsequent Addendum.
2. Distributor agrees to use all reasonable efforts to promote the sale and distribution of Supplier's products. Distributor further agrees to maintain an adequate sales force to engage in sufficient promotional activities to maintain proper representation and distribution of Supplier's products.
3. Supplier will sell to Distributor Supplier's products in such quantities as are necessary to fill Distributor's requirements to meet the demand in said territory, and at fair and reasonable prices, terms and conditions.
4. This Agreement shall not be deemed to create the relationship of principal and agent, master and servant, partnership or joint venture, between Supplier and Distributor. Neither party shall incur or impose any liability or obligation of any kind or nature whatsoever upon the other and each shall indemnify and hold the other harmless from and against any claim, demand, loss, damage, or liability of any kind whatsoever arising out of or relating to the other parties fault, negligence or wrongful act in connection with this Agreement.
5. This agreement shall be subject to the applicable state and federal laws and regulations, as well as the rules of any governmental agency, and provisions as set out in the following sub-paragraphs:
  - (a) Supplier or any successor to Supplier may not terminate this contract prior to the expiration of its term, except for just cause with due regard to the equities of the wholesaler and asserted in good faith as provided by State of Tennessee laws and regulations.

(b) If after the final termination of the Contract, Distributor shall have on hand any of Suppliers products, the Distributor shall transfer and assign all Suppliers products then on hand either to any other distributor which Supplier may designate, or directly to Supplier, at Distributor's original laid-in-cost, including freight and cartage but excluding warehousing, provided that upon payment thereof Distributor shall transfer to Supplier good title to all such products free of all liens and encumbrances.

(c) This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. Any provision herein which conflicts directly or indirectly with any provisions of the laws or regulations of the State of Tennessee shall be invalid, but such invalidity shall not affect the remaining provisions of this Agreement, Further, neither party, by executing this Agreement, waives any rights which they may have, procedural or substantive, under Tennessee Code Annotated and the regulations promulgated thereunder, nor shall any provision of this Agreement be construed as waiving any such rights.

6. No modification or addition to this Contract shall be effective unless the same shall be in writing and signed by both Supplier and Distributor.

7. This Contract supplants and supercedes any and all oral or written arrangements or agreements, and includes the full understanding between the parties.

8. All notices and other communication pursuant to or relating to any of the subject matter of -this Contract shall be in writing and shall be certified or registered mail to the other party of the following address:

If to Distributor at: P.O. Box 52888  
Knoxville, TN 37950

If to Supplier at: \_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, this Contract has been executed in duplicate the day and date first above written.

SUPPLIER: \_\_\_\_\_

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

DISTRIBUTOR: Beverage Control, Inc

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

President / CEO



STATE OF TENNESSEE

DISTRIBUTOR AGREEMENT IN ACCORDANCE WITH CHAPTER 392 OF THE PUBLIC ACTS OF 1989 AND TENNESSEE CODE ANNOTATED SECTION 57-3-301 FOR THE STATE OF TENNESSEE CONTRACT SUMMARY / CONTRACT FOR BRAND REGISTRATION

(If this is only a summary contract, please attach a copy of original contract to this document).

Pursuant to the requirement of T. C. A. Section 57-3-301 (e) (1), adopted by the Tennessee Legislature, the undersigned, a Manufacturer / Importer, does hereby appoint the following named person or company as hereinafter designated being the only one to whom the undersigned has granted the right to sell or distribute at wholesale, one or more of those alcoholic liquors which bear trade-marks, brands or names owned or controlled by the undersigned, and the respective geographical territories for which such distributing rights have been given to said person or company, and the period of time for which such rights are granted to such person.

Table with 3 columns: NAME AND ADDRESS OF WHOLESALER, TRADE-MARK BRAND OR NAME OF ITEM, and GEOGRAPHICAL TERRITORY COUNTIES: (listing counties from Anderson to Washington).

NOTE: PLEASE RETURN THIS FORM WITH YOUR APPLICATION.

TIME PERIOD: \_\_\_ / \_\_\_ / \_\_\_ Continuous

MANUFACTURER / IMPORTER: Accepted by: Address: Signed by: Title: Date:

WHOLESALER: Accepted by: Beverage Control, Inc. Address: 2331 News Sentinel Drive, Knoxville, TN 37921 Signed by: Title: President / CEO Andrew P. Johnson Date:

No contract shall cover the entire State of Tennessee. Note: Please check one: A Contract Contract Renewal Addendum to Contract on file