



Exclusivity Agreement

# Burlington Brewery

SAMPLE

**Prepared for:**

**Created by:**

Burlington Brewery

This exclusivity agreement is entered into on \_\_\_\_\_ between the parties BURLINGTON BREWERY and \_\_\_\_\_.

The Seller and Buyer have expressed an interest to enter into an exclusivity agreement with regard to the following property:

Burlington Brewery Beer Products

Therefore, for the interest of both parties involved and for the receipt and acknowledgment of this agreement, both parties agree to the following:

An exclusivity agreement gives you the sole right to sell products or services to another organization. In most cases, the seller offers certain guarantees or discounts in return for these exclusive rights.

## Exclusivity

The exclusivity period shall begin on \_\_\_\_\_ and will conclude on \_\_\_\_\_

The Buyer agrees to purchase the property listed in this agreement from the Seller and no other vendors during the term of this exclusivity agreement.

Furthermore, the Buyer agrees to purchase the product with consideration to the terms and conditions outlined in this exclusivity agreement for the entire agreement term.

## Items

The following property is being offered by the Seller during the term of this agreement:

Burlington Brewery Beer Kegs, Burlington Brewery Beer Cans

## Cost/Sell price

### Cost

Seller "Burlington Brewery" offers to maintain the following costs during the duration of this contract and provides BB Merchandise in the form of 16oz beer glasses, BB Aprons, and BB Staff uniforms, training. Quantities and service provided will be at the sole discretion of Burlington Brewery and will depend on the volume order within the year.

### Selling Price

The purchaser " " agrees to maintain a minimum order of **0 cases and kegs a month**. The recommended sales prices for all goods listed are below. The Buyer agrees to sell all goods at least the same or above prices listed below during the entire term of this exclusivity agreement.

Name	Price
MAIZ BEER CAN 473ML	\$3.95
RAZA BEER CAN 473ML	\$3.95
MAIZ BEER ON DRAFT	\$6.95
RAZA BEER ON DRAFT	\$6.95

## Standards

All property being provided must fit the above descriptions and shall be in good conditions upon the Buyer's receipt.

In the instance the property is received and does not fit the descriptions above, or it's not in good condition, the buyer must make a note upon delivery on the delivery receipt and notify through email at [info@burlingtoncraft.com](mailto:info@burlingtoncraft.com). After 24hrs has passed and no notification has been made, it will be assumed that the delivery had been received in good condition and no further action is needed.

The Seller shall have 7 business days to correct or resend the product to correct the issue at their sole expense.

The Buyer agrees to use Branded Burlington Brewery beer glasses only to promote and serve Burlington Brewery Products.

## Payment

Payments will be made on a timely matter upon agreement of both parties, and it can be done through credit card payments, e-transfer to [info@burlingtoncraft.com](mailto:info@burlingtoncraft.com) or direct deposits.

The Seller will invoice upon the property's shipping date and the invoice will be payable under 14 business days payment terms.

In the event payment is not received by the payment due date, the Seller shall reserve the right to apply a 2% late fee to the affected invoice's total.

Non-payment will constitute as a breach of contract and, at the Seller's discretion, termination of this exclusivity agreement in its entirety.

In the instance of termination of this agreement all funds will remain due. Furthermore, the Seller will be permitted to seek legal remedy for the fees due.

## Delivery

The Seller agrees that timely delivery is necessary to support the Buyer's activities, and furthermore agrees to initiate shipment of any requested products related to this exclusivity agreement within 7-15 days of receipt of order.

Should product shipments be delayed for any reason, the Seller agrees to immediately notify the Buyer and provide regular updates regarding any delayed shipments.

## Taxes

The Buyer shall remain responsible for any and all taxes due for the goods listed. These taxes shall be included in the invoiced amount and will cover any state, federal, or local taxes.

## Warranty

The Seller warrants all property sold will be in good condition. Upon the finding of such warranties not being met the Seller will find opportunities to correct the issues. This includes exchanges, offers or credits. No refunds will be issue for defective property.

## Default

The following occurrences shall serve as a default of this agreement and grounds for termination as such:

1. Failure to make required payments
2. Bankruptcy by either party
3. The seizure of either party by creditors

## Force Majeure

Both Parties agree that they are obligated to uphold this exclusivity agreement in its entirety at all times. However, neither party shall be held liable for violations of this agreement caused by the following:

- Vandalism
- Acts of God
- Acts of terrorism
- Earthquake
  
- Severe weather
- Military Action

Furthermore, both parties will be allowed an appropriate amount of time to allow for the occurrence to resolve before any further action may be taken.

## Confidentiality

Both parties acknowledge during the term of this agreement they will be made aware of certain information pertaining to the other party's business that is considered confidential.

The parties agree to keep all information confidential, and not to provide the public with any information not previously released as public.

Upon request all confidential documentation shall be returned to the rightful owner.

## Non-Disparagement

The Parties agree, that during this exclusivity agreement as well as a period of 1 year of either termination or completion of this agreement they will refrain from any comments or statements either in written or oral form that may disparage or damage the other party's reputation or cause injury to the party involved.

Any breach in this term will result in legal action and termination of this exclusivity agreement.

## Amendment

This agreement may be amended and modified with written agreement between the parties containing both of the parties' signatures.

## Entire Agreement

This exclusivity agreement in its entirety is considered the entire agreement and shall overrule any previous agreements made between the parties in either oral or written form.

## Assignment of Rights

The Parties agree, that without prior consent, no portions of this agreement may be transferred, sold, or given to third party individuals.

## Applicable Law

This exclusivity agreement is subject to the jurisdiction of Ontario as agreed between the parties.

## Agreement

The signatures below serve as acknowledgment and agreement of all terms and conditions within this exclusivity agreement.

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Burlington Brewery

Licensee:

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SAMPLE