

## **WINE DISTRIBUTION AGREEMENT**

**This Agreement between *Winery Name*, herein “Supplier,” and *Montana Wine Distributor, Inc.* herein “Distributor,” is entered and effective on the date agreed upon by both parties and set forth below.**

### **1. APPOINTMENT.**

**Supplier has appointed Distributor to represent the *Winery Name* portfolio [Exhibit A] within the certain counties in Montana described as the Distributor’s Territory [Exhibit B].**

### **2. TERM.**

**This Agreement shall continue effective from the effective date hereof until terminated or amended by a subsequent written agreement signed by both parties.**

### **3. DUTIES OF EACH PARTY.**

**Supplier agrees to ship Distributor’s orders in the manner agreed upon between the parties. Supplier will not require, as a condition of filling any order from Distributor, that Distributor accept delivery of any product or item not ordered. Distributor agrees to maintain the financial and competitive capability to efficiently and effectively distribute those brands for Supplier to Distributor’s licensed retail customers in the Territory and to exert good and workman-like efforts to display, merchandise and sell those products.**

### **4. TERMINATION OF AGREEMENT.**

**If Distributor finds it necessary to terminate this Agreement, Distributor will provide Supplier with no less than sixty (60) days written notice. Supplier may terminate this Agreement in the manner required by Montana law under sections 16-3-416 and 16-3-417, Mont. Code Ann.**

**Duties under this Agreement which by their express terms extend beyond termination or which by their nature so extend to give effect to their meaning shall survive and continue in full force and effect after any termination of this Agreement.**

**5. GOVERNING LAW and VENUE.**

**This Agreement, and the rights and obligations of the parties hereto, shall be governed by and construed in accordance with the laws of the State of Montana, exclusive of any rules with respect to conflict of laws. If any contract provision conflicts with Montana law, Montana law controls and the contract provision is invalid. Venue of any litigation arising in connection with this Agreement shall be in either Montana state courts or federal courts within Montana, exclusively in *county where Distributor is located*, Montana.**

**6. PARTIAL INVALIDITY.**

**If any provision of this Agreement is held to be illegal, invalid or unenforceable, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision never comprised a part of this Agreement. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.**

**7. NOTICES.**

**All notices required to be given or made by the parties shall be deemed properly made if sent by facsimile or mailed, postage prepaid, to the persons and addresses specified on the signature page. Notices given pursuant to this Section shall be deemed received on the third business day after deposit or when actually received, whichever is sooner.**

**8. ENTIRE AGREEMENT.**

**This Agreement, together with Exhibit A and B, attached, constitutes the entire agreement between Supplier and Distributor, and supersedes all prior communications, representations or agreements, whether oral or written, with respect to the subject matter hereof and has been induced by no representations, statements, or agreements other than those expressed herein. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.**

**9. ATTORNEY FEES.**

**If any action is taken to enforce the terms of this Agreement, the prevailing party in the dispute shall be entitled to payment of its attorney fees and costs by the other**

party.

**10. FILING OF EXECUTED AGREEMENT.**

**Both parties acknowledge that Montana law requires Supplier to file this Agreement, once fully executed, with the State Liquor Control Division, and Supplier agrees to accomplish that task, and provide evidence to Distributor that filing has been accomplished. If Supplier fails to meet this term of the Agreement, Distributor shall have the right to file the Agreement.**

**IN WITNESS WHEREOF the undersigned authorized representatives of Supplier and Distributor have executed this Agreement on the day and year last stated below.**

**Effective Date \_\_\_\_\_**

***WINERY NAME***

***MONTANA DISTRIBUTOR, INC.***

**By: \_\_\_\_\_**

**By: \_\_\_\_\_**

**Printed Name: \_\_\_\_\_**

**Printed Name: \_\_\_\_\_**

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

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

**Address: \_\_\_\_\_**

**Address: \_\_\_\_\_**

## **EXHIBIT A: Products**

## **EXHIBIT B: Territory**