



Buy-Sell Agreement

BETWEEN

Parties: _____ and _____

 (licence name as shown on face of licence) (licence name as shown on face of licence)
 _____ and _____

 Liquor Manufacturer/Agent Licence Number Licensee Licence Number

Purpose: The contractual obligations stated below are agreed to and will be adhered to by both Parties throughout the duration of this agreement.

Duration (must not exceed 36 months):

Start Date: _____ End Date: _____

Terms Agreed to by Licensee:

1. _____ hereby agrees to:

 Licensee

A. Purchase or order over the duration period:

Product Name	UPC	Size	Quantity/Volume

B. Placement of promotional items, product displays, point-of-sale or similar material:

 _____ over the duration period.

Terms Agreed to by Liquor Manufacturer/Agent:

2. In return for the considerations noted above _____ agrees to:

 Liquor Manufacturer/Agent

A. Provide (promotional items such as mirrors, ceramic draft beer towers, menu boards, patio umbrellas, or T-shirts, hats, etc):

 _____ RETAIL VALUE: \$ _____

B. Conduct (theme night, manufacturer's dinner, or non-LDB approved contest):

 _____ RETAIL VALUE: \$ _____

C. Implement Value-Added Promotions (on-packs, in-packs, near-packs, or coupons):

_____ RETAIL VALUE: \$ _____

D. Other (educational events or activities):

_____ RETAIL VALUE: \$ _____

Conditions and Understanding:

Promotional activities must be directed to the consumer and promotional items must be provided to or be for the principal benefit of patrons.

This Agreement shall not exclude, restrict or otherwise prohibit the licensee from carrying, selling, or displaying the products of any other liquor manufacturer/agent.

Both Parties agree to maintain, on site, certifiable copies of this Buy-Sell Agreement and any related documents for two years after their expiry date. All such documents must be available and provided, without delay, when requested by the general manager of the Liquor Control and Licensing Branch.

Buy-Sell Agreements must not exceed 36 months in duration.

Value- added items may not exceed 20% of the retail price of the liquor item being promoted.

The names of recipients of prizes over \$100 must be recorded and retained with this agreement.

Despite any provision in this agreement to the contrary, the Parties agree not to engage in any promotional activity that is not, or that ceases to be, authorized under one or more of:

- a. The Liquor Control and Licensing Act
- b. The Liquor Control and Licensing Regulation
- c. The terms and conditions to which one or more of the parties are subject to under licence from the Liquor Control and Licensing Branch.

This Agreement and its contents have been read and are fully understood.

Authorized Signatory:

_____ and _____
Liquor Manufacturer/Agent Name Licensee (or manager)

_____ Position or Title _____ Position or Title

Dated this ____ day of _____ 2__ __ at _____, British Columbia.