

Distribution Agreement clauses – food service providers for large sporting or other public event

1. Upon being appointed by [GOVERNING BODY], the Food Service Provider shall submit a credit application to Distributor and Distributor shall have the right to conduct all necessary credit checks and searches of the Food Service Provider. Distributor shall in its sole discretion determine the conditions for credit it deems reasonable, having regard to its normal credit practices.
2. Each of the Food Service Providers who are approved for credit by Distributor shall, at the option of Distributor, pay to Distributor on or before _____, a deposit equal to ____% of the value of the estimated product to be purchased by the Food Service Provider from Distributor, such deposit to be returned to Food Service Provider by _____, provided that all invoices from Distributor for product purchased by Food Service Provider are paid for in full by that date. Distributor shall be entitled, at its option, to require personal guarantees and/or bank letters of credit from any one or more of the Food Service Providers.
3. Each Food Service Provider shall designate a representative at each site to coordinate with Distributor's site representatives all orders for Inside Product, Outside Product, Donated Product, and In-Bond Goods required to be delivered by the Distributor to the sites to be used for the Event. Upon coordinating all such orders, the designated representative will transmit such orders to Distributor and will be responsible for the receiving and distribution of all Inside Product, Outside Product, Donated Product and In-Bond Goods at the site. In addition, the designated representative of the Food Service Provider shall make payment of monies to Distributor's site representative for Inside Product, Outside Product and Donated Product purchased by Food Service Provider.
4. Food Service Providers shall place all orders for [products] through the designated representative of the Food Service Provider at each site.
5. In the case of products designated as Official Product, only [sponsor] sponsored brands shall be specified and ordered to the exclusion of all other brands.
6. In the case of products designated as Donated Products, only official sponsor and supplier brands can be specified and ordered by Food Service Providers to the exclusion of all other brands.
7. In the case of any products designated as Inside Product (other than those designated as Official Product), only food products supplied by Distributor shall be specified and ordered to the exclusion of competing brands unless specialty brands are required to be provided by Food Service Providers and are not available from Distributor's product inventory. Such products are hereinafter referred to as "Outside Product".
8. In the case of products designated as In-Bond Goods, these shall be specified separately by Food Service Providers on Distributor's order forms.
9. All orders of [product] shall be placed by Food Service Providers through their designated representatives with the Distributor at the Event site, either by telephone or by written purchase order, or by email ordering through Distributor's web site at Distributor's Event ordering page at [URL].
10. Any order made in the manner described in paragraph 9 above shall be deemed to have been accepted by Distributor for prompt shipment of the merchandise as ordered or items substituted therefor in accordance with the provisions hereof.
11. As it may not always be possible to ship the exact amount of merchandise ordered at all times, Food Service Provider acknowledges that a shortage or excess in count of goods ordered varying by no more than ____ percent of the original count shall be deemed to satisfy any order.
12. Food Service Provider further acknowledges that Distributor may, if Distributor in its discretion deems it necessary, substitute merchandise of equivalent quantity or quality to the merchandise ordered

from time to time, and that in making such substitutions Distributor may make disproportionate substitution of merchandise made, manufactured or produced by Distributor or its affiliates.

THIS IS A 4-PAGE FORM.