

 **NOVA SCOTIA LIQUOR CORPORATION**

**AGENCY STORE AGREEMENT**

 **//////////////////////////////////**

 **//////////////////**

**Contents**

[PARTIES TO THE AGREEMENT 4](#_Toc276036790)

[AUTHORIZATION 5](#_Toc276036791)

[DEFINITIONS 5](#_Toc276036792)

[TERM 5](#_Toc276036793)

[PURCHASE OF LIQUOR 6](#_Toc276036794)

[AGENT’S COVENANTS RESPECTING PREMISES 7](#_Toc276036795)

[INSURANCE AND INDEMNITY 10](#_Toc276036796)

[INSPECTION OF STOCK 10](#_Toc276036797)

[TERMS OF SALE TO THE PUBLIC 10](#_Toc276036798)

[SALE BY AGENT TO LICENSEES 11](#_Toc276036799)

[PRODUCT SELECTION 11](#_Toc276036800)

[REMITTANCES 11](#_Toc276036801)

[TERMS OF SALE TO AGENT 12](#_Toc276036802)

[AGENT REPORTING 12](#_Toc276036803)

[MANAGEMENT 12](#_Toc276036804)

[AGENCY STAFFING 13](#_Toc276036805)

[LIQUOR REPRESENTATIVES 14](#_Toc276036806)

[PROMOTIONAL MATERIAL 14](#_Toc276036807)

[SIGNAGE & DOCUMENTATION 14](#_Toc276036808)

[AGENT’S COMPLIANCE WITH LIQUOR CONTROL ACT 14](#_Toc276036809)

[AGENT’S TERMINATION OF CONTRACT 15](#_Toc276036810)

[AGENCY ASSIGNMENT, SALE AND RELOCATION 15](#_Toc276036811)

[TERMINATION BY THE NSLC 15](#_Toc276036812)

[RETURN OF PROPERTY ON TERMINATION 16](#_Toc276036813)

[NSLC’S RIGHT TO OPERATE STORE IN THE COMMUNITY 16](#_Toc276036814)

[CONDONING OF BREACH 16](#_Toc276036815)

[CAPTIONS 16](#_Toc276036816)

[APPLICABLE LAWS 16](#_Toc276036817)

[EFFECTIVE DATE 17](#_Toc276036818)

# PARTIES TO THE AGREEMENT

THIS AGREEMENT made in duplicate this 31st day of July, 2014

BETWEEN

 **NOVA SCOTIA LIQUOR CORPORATION,** a body corporate and politic established under and by virtue of the Liquor Control Act, and having its Head Office at the Regional Municipality of Halifax, in the County of Halifax and Province of Nova Scotia, (hereinafter “the NSLC”);

OF THE FIRST PART,

And

 **Proponents name** of the community of **????**, in the County of  **???????** and the Province of Nova Scotia, carrying on business under the registered trade style of **Name Of Company** (hereinafter “the Agent”).

OF THE SECOND PART.

 **WHEREAS** the NSLC has been empowered to appoint persons as its agents and to enter into agreements with said agents of the NSLC;

**AND WHEREAS** the NSLC has appointed **Name Of proponents** in the community of  **////,** in the County of **////////** and Province of Nova Scotia to be an Agent of the NSLC to sell Liquor on behalf of the NSLC;

**AND WHEREAS** the NSLC and the Agent are desirous of entering into an Agreement governing the terms and conditions of their principal and agent relationship;

**NOW THEREFORE,** in consideration of the covenants and conditions herein contained, the NSLC and the Agent hereby mutually agree as follows:

# AUTHORIZATION

1. The NSLC authorizes the Agent to sell the aforesaid Liquor to the public from its Premises (hereinafter “the Premises”, which Premises are more particularly described as that portion of  **Company Name** of **Location** (hereinafter “the Establishment”) designated by the NSLC for the storage, display and sale of Liquor.

# DEFINITIONS

1. For the purpose of this Agreement, the following definitions will apply:
	1. **Act** means the Liquor Control Act and the Regulations made there under as amended;
	2. **Liquor** shall be defined as any beverage of an alcoholic nature and composition which is available for purchase by the public at a NSLC Liquor store, and as is more particularly defined in the Act;
	3. **Retail Price** shall be defined as being the price charged to the public for a package or vessel of Liquor in the NSLC’s Liquor stores and in the Premises of the Agent and is composed, for the purposes of this Agreement, of the “Discount Price”, the “Discount” given the Agent upon its purchase of Liquor from the NSLC, the required remittance upon sale to a Licensee, and/or the required remittance upon sale to the public under Bill C-62 and the bottle deposit;
	4. **Discount Price** shall be defined as being the “Retail Price”, less the required remittance thereof upon sale to the public under Bill C-62 less the “discount,” plus the required remittance upon sale to the agent under Bill C-62 and the bottle deposit;
	5. **Discount** shall be defined as being an amount equal to the discount received by the Agent, and in its capacity as Agent, on the sale of each package or vessel of Liquor at the Premises under and by virtue of the terms of this Agreement, which amount does not form part of the “Discount Price” paid by the Agent to the NSLC, and which amount, for the purposes of this Agreement, shall be equal to **???%** on all purchases of the “Discount Price” less the required remittance upon sale to the Agent under Bill C-62 and less the bottle deposit.

# TERM

1. The NSLC hereby confirms the appointment of the Agent as Agent of the NSLC to sell Liquor to the public on behalf of the NSLC for a term of five (5) years (hereinafter “the Term of the Agreement”) **commencing on the ??? day of month, 2014, and ending on the 31st day of December, year (hereinafter “the Terminal Date”).**
2. Subject to the terms and conditions of Articles 30 and 32 hereof, the NSLC and the Agent covenant and agree that the NSLC, in its sole and absolute discretion, and upon written notice being given to the Agent at least six (6) months prior to the Terminal Date as set out in Article 3 hereof, may grant the Agent an option to accept an additional ???? (?) year agency appointment from the NSLC for operating the Premises in the Establishment, as both are herein defined; provided always that the Agent is not in breach of any term or condition of this Agreement and that the Agent executes a new agency Agreement, in a form suitable to and approved by the NSLC and delivers same to the NSLC, not less than five (5) months before the Terminal Date of this Agreement. Such option, and the acceptance thereof by the Agent, is conditional always upon the Agent’s continual compliance with all other terms and conditions of this Agreement.

# PURCHASE OF LIQUOR

1. The Agent hereby covenants and agrees with the NSLC that it will, during the Term of the Agreement, and upon such terms and conditions, and in such quantities as the NSLC may from time to time specify and require, purchase, receive and maintain upon the aforesaid Premises for sale to persons authorized by law to purchase Liquor, such Liquor as the NSLC may sell to the Agent, and the Agent purchases from the NSLC.
2. All alcoholic beverages offered for sale by the Agent must be purchased directly from the NSLC. The Agent will be assigned either an NSLC Store location or the NSLC Distribution Center for purchase of their beverage alcohol products on a predetermined day and time. A local cross dock location if required will be assigned to agency stores. These locations can change with two weeks notice. An exception to this would be a cash and carry order at a designated NSLC store on an emergency basis with orders not to exceed $1500.00. All emergency orders required by Agents who order through the NSLC warehouse will require approval from the Manager –Agency Store Network. These orders will be documented and reviewed on an ongoing basis by the NSLC store Manager and Manager- Agency Store Network. Agents will be charged by the NSLC on the basis of regular Retail Prices, reduced by a discount as determined by the Agent’s agreed proposed rate on all purchases, net of HST and bottle deposits).
3. All delivery costs from the point of supply to the Agent’s Premises are to be borne entirely by the Agent. Payment for purchases by the Agent must be made at the point and time of purchase in cash.
4. The Agent shall purchase all Liquor from the NSLC during the Term of this Agreement at a Discount Price as defined in this Agreement and shall sell such Liquor at its Premises at a Retail Price, as is defined herein, determined by the NSLC in its sole and absolute discretion. The Agent shall retain the discount given by the NSLC on its purchases as an Agent’s discount on each sale.
5. The NSLC shall, during the Term of this Agreement and at the expense of the NSLC, supply to the Agent all forms, papers and documentation required by the NSLC for the processing of orders, and the sale of Liquor to the Agent. The NSLC will periodically supply the Agent with product price lists, and circular letters respecting price changes and product additions or deletions.
6. The NSLC and the Agent hereby covenant and agree that any and all proprietary interest in Liquor purchased by the Agent from the NSLC under and by virtue of the provisions of this Agreement becomes vested in the Agent, and is and remains at the sole risk of the Agent, until such time as the aforesaid Liquor is sold by the Agent, or its employees, to the public upon the Premises thereof.
7. The Agent and not the NSLC shall be solely responsible for the transportation of Liquor purchased from the NSLC, under and by virtue of the terms of this Agreement, from the point of purchase to the Premises of the Agent, and for all costs and expenses thereby incurred, but any such transportation must be effected in accordance with the provisions of the Act and Regulations there under as are in force from time to time.

# AGENT’S COVENANTS RESPECTING PREMISES

1. The Agent covenants and agrees with the NSLC as follows:
2. That all quantities of Liquor stored upon the Premises shall be kept in retail and warehouse spaces approved by the NSLC, and that such storage areas must protect beverage alcohol products from environmental contaminants such as direct sunlight, strong odors and extreme variations in ambient temperature.
3. That sufficient retail and warehouse area floor space will be allocated to maintain **a minimum of Nine (9) days’ supply** of beverage alcohol products.
4. That all quantities of Liquor stored upon the Premises will be kept separate and apart from all other goods.
5. That sufficient inventories of beverage alcohol will be maintained at all times to service the customer and avoid stock outs. The Agent must maintain **nine (9) days supply** of inventory and/or a minimum of 3 bottles per offering whichever is greater. **The Agent must not exceed a 5% stock out of all brands carried.**
6. That sufficient inventories of complementary convenience and or grocery items will be maintained at all times.
7. That the portion of the Premises designated by the NSLC for the display and sale of Liquor shall be at all times reserved and kept exclusively for the display and sale of Liquor, and not for further or other goods of any kind whatsoever.
8. That Liquor shall not be sold to the public in or upon the Premises on any day or during any period of time when the sale of Liquor is prohibited under the provisions of the Act and Regulations under the Act, or under any other law of Canada or Nova Scotia, or during any period of time when the sale of Liquor by the Agent is not authorized by the NSLC.
9. That the NSLC may specify and require that any portion of the Premises designated by it for the storage, display or sale of Liquor be rendered inaccessible to the public in a manner satisfactory to the NSLC, at all times when the Agent is not permitted to sell Liquor.
10. To keep and maintain the establishment containing the Premises in a clean, safe and sanitary condition.
11. That the Agent will maintain the Establishment containing the Premises in such physical condition during the Term of this Agreement that the same shall at all times not be an insurable risk, and that the Agent shall obtain insurance coverage of a kind and in amounts satisfactory to NSLC and such coverage will be the sole expense and responsibility of the Agent and the NSLC shall have the right to be named as an additional named insured under such policies.
12. To maintain the establishment containing the Premises in conformity with all by laws and regulations established by the relevant local government authority, as are in force from time to time, which affect the establishment.
13. To maintain such space for parking on the lands in which the Establishment is situated as are necessary, in the sole discretion of the NSLC, to accommodate the parking of customer’s vehicles.
14. That the Agent will supply and display signs advising of the location of the Agent in a conspicuous place in or about the Establishment, or as directed by the NSLC, and will be solely responsible for the general maintenance, repair and upkeep of such signs, and the illumination of such signs, as directed by the NSLC from time to time in its sole and absolute discretion. The Agent will be responsible for normal operating and maintenance costs of the exterior signs and must ensure that the exterior signs are illuminated from dusk to the close of business in accordance with approved hours of operation.
15. That the Agent shall utilize a cash register at the Premises capable of recording sales by customer base, and more particularly, capable of cataloguing sales by Licensee/general and Liquor/non-Liquor. The Agent has the option to install a separate cash register in the Premises for this purpose, or to utilize the existing in-store register system provided that adjustments acceptable to NSLC can be made. The register must provide daily sales totals for spirits, wine, beer, and ready to drink products and enough detail to provide information for audits or reviews that will be conducted by the NSLC from time to time. Customer receipts for the sale of Liquor must be provided and must make reference to the NSLC Agency Store or provide equivalent identification acceptable to NSLC.
16. That Liquor being displayed for sale within the Premises will at all times be displayed on durable, attractive, high quality display shelves constructed in accordance with any and all written or verbal instructions given to the Agent by an authorized representative of the NSLC and the NSLC may further establish requirements for the minimum linear feet of shelving necessary at the Premises.
17. That the Premises will be equipped at all times with both a thermostatically controlled heating system capable of regulating and assuring a year round minimum room temperature of 20 degrees C (68 degrees F).
18. That the Agent shall display in a prominent location in the Premises at all times the permit provided by the NSLC
19. To make, at the Agent’s own expense and risk, all renovations, alterations, and improvements to the Premises as the NSLC may deem necessary.
20. The Agent facilities are to be carefully controlled. They are to be annually inspected by the Fire Marshall or his delegate and the limits as to number of persons permitted at any one time are not to be exceeded and health standards are to be maintained.
21. Security of final product is to be assured regarding burglary, sabotage, and theft incidents.
22. The Agent shall comply with all applicable laws respecting employment, health and safety of store employees.
23. The Agent shall not sell liquor products to a person who is under the influence.
24. The Agent shall not sell liquor products to a person under the legal drinking age of majority.
25. **The Agent shall ensure that all employees that handle or process sales for product are of the age of majority.**
26. **The Agent must have access to email and a printer at his/her place of business to forward and receive mail, promotional packages, etc. as required.**
27. **The agent should have loading facilities and equipment that permit the off loading of palletized products.**

# INSURANCE AND INDEMNITY

1. The Agent covenants and agrees with the NSLC as follows:
2. That in addition to any other obligations set out in the Agreement, the Agent will, at all times, carry a minimum of $2,000,000 in general liability insurance, and the NSLC will be an additional named insured under the liability insurance so carried, but only in respect to the insured’s business as related to this Agreement.
3. The Agent shall indemnify the NSLC of and from and against all actions, suits, claims and demands which may be brought against or made upon the NSLC from and against all loss, costs, charges, damages and expenses which may be incurred, sustained or paid by the NSLC arising out of the Agency relationship.

# INSPECTION OF STOCK

1. The Agent covenants and agrees that the NSLC, by its authorized representatives, may at any time thought proper, and without notice to the Agent, inspect the stock of Liquor in the Premises.

# TERMS OF SALE TO THE PUBLIC

1. The Agent covenants and agrees to sell Liquor only at the times and in the manner authorized by the NSLC, the Act and Regulations there under as are in force from time to time, and the terms and conditions of this Agreement; and the Agent shall take, receive or accept only cash, debit/credit cards, travelers cheques, certified cheques, money orders or any other negotiable instrument approved by the NSLC in payment of Liquor. All uncollected and uncollectable debts resulting from a negotiable instrument not being accepted when presented for payment to a financial institution will be the responsibility of the Agent. The Agent’s Establishment and Premises shall be open for the sale of Liquor for no lesser period than eight (8) consecutive hours and no greater than seventeen (17) consecutive hours per day, with the exception of Sunday ( Agents Choice to open or remain closed on Sunday) between the hours of 7:00 am and 12:00 midnight daily, except on those days when Liquor cannot be lawfully sold or on days stipulated in advance by the NSLC. The hours of sale can be changed at any time by the NSLC on giving notice in writing to the Agent.

# SALE BY AGENT TO LICENSEES

1. Notwithstanding anything to the contrary herein contained, the Agent hereby covenants and agrees with the NSLC that it will not, during the Term of the Agreement, sell Liquor to any Licensee until the Agent has obtained from the NSLC prior written approval for such sales. Sales of any or all types of Liquor as defined under the Act by the Agent to any Licensees shall be made upon such terms and conditions, and in such quantities, and at such a price, whether or not the calculation of such price is consistent with the terms and conditions hereof, and whether or not the terms and conditions of such sale or sales allows the Agent to retain the discount, as here in before specified, as the NSLC may from time to time specify and require. The NSLC may, in its sole and absolute discretion, refuse permission to the Agent to sell Liquor to any Licensee at any time, and whether or not such sale or sales has or have been approved by the NSLC in the past. Agents must report all licensee sales on a monthly basis to the NSLC, Manager of the Agency Store Network.

# PRODUCT SELECTION

1. The Agent covenants and agrees that the Agent will keep for sale only such liquor brands as are sold by the NSLC. The Agent also agrees to display as a minimum of **One Hundred (100) units (SKUs) of Spirits and Wine and(50) SKUs of Domestic Beer and Coolers.** Adequate inventory levels must be maintained during all Agency store business hours to meet all customers’ needs. **Adequate inventory levels are defined as nine (9) days supply or 3 bottles on shelf whichever is greater.**

# REMITTANCES

1. The Agent hereby covenants and agrees with the NSLC as follows:
2. That the Agent will remit upon purchase from the NSLC, at such times and in such amounts as are thereby required, the applicable HST and Bottle Deposits on each purchase of Liquor.

# TERMS OF SALE TO AGENT

1. The Agent hereby covenants and agrees with the NSLC as follows:
2. That all purchases by the Agent from the NSLC shall be payable with the order before accepting possession of the stock and at the Discount Price as defined herein.
3. That all purchases by the Agent from the NSLC shall be paid by pre-approved payment (PAP), cash, debt card, check or any other negotiable instrument approved by the NSLC.
4. That the Agent recognizes and accepts that the NSLC reserves the right to sell only such quantities of Liquor to the Agent as it may, in its sole and absolute discretion, decide.

# AGENT REPORTING

1. The Agent hereby covenants and agrees with the NSLC as follows:
2. That at such times as requested by the NSLC during the term of this Agreement, to make returns to the NSLC on forms supplied by the NSLC showing accurately all information required there on respecting the sale of Liquor, the inventory of Liquor then held by the Agent and any other information which the NSLC may from time to time, and in its absolute discretion deem necessary
3. To keep and maintain such books of account, inventory records and other records which the NSLC, in its sole and absolute discretion, shall direct, and to which the NSLC will have access upon request.
4. To observe and adhere to operating procedures and regulations established by the NSLC from time to time.
5. To permit the NSLC, its servants or agents at any time to enter the Premises of the Agent to ensure, to the satisfaction of the NSLC, that the operations comply with the provisions of the Liquor Control Act, Regulations, Policy Guidelines or directives of the NSLC, and the provisions of the Agency Agreement. The Agent shall permit access to its records including stock and sales reports, and Premises in order to permit an audit by authorized personnel acting on behalf of the NSLC. The Agent and its employees shall cooperate fully with the NSLC, its servants, and agents.

# MANAGEMENT

1. The Agent hereby covenants and agrees with the NSLC as follows:
2. That where the Agent is a sole proprietor, the Agent shall be the manager of the Agency Store and shall be responsible for the day-to-day operations of the Premises.
3. That where the Agent is a partnership or corporation, the Agent shall appoint a manager who will be responsible for day-to-day operation of the Agency Store, and the Agent shall notify the NSLC of the individual selected to be the manager, and the selection shall be subject to the approval of the NSLC.
4. That the Agent will notify the NSLC in writing in the event that the manager intends or needs to be absent from its business for a period in excess of one (1) month at any time and the Agent will obtain the approval of the NSLC for such an absence and for the nomination of another individual to carry out the management duties under this Agreement during such approved absence.

# AGENCY STAFFING

1. The Agent covenants and agrees with the NSLC as follows:
2. To hire and provide at the Agent’s own expense and risk a sufficient number of employees for the operation of the Premises so as to ensure:
	* 1. That the customer desiring to purchase Liquor receives prompt, courteous and alert service; and
		2. That there is no delay whatsoever in the keeping of all records and the making of all payments and returns required by this Agreement.
3. That the NSLC shall have the right, in its absolute discretion and at any time, and without the necessity of giving notice, to forbid any one or more of the Agent’s employees from handling or selling Liquor in the Premises.
4. To employ, at the Agent’s own expense and risk, only employees of an age acceptable under the provisions of the Act and Regulations and in accordance with NSLC Policies as are in force from time to time, for the purposes of handling Liquor in any manner required under the terms of this Agreement.
5. That the Agent shall notify the NSLC in writing of the names of all employees of the Agent appointed by the Agent to act on its behalf at its place of business, and that such notice shall be sent to the NSLC.
6. That neither the Agent nor any of the Agent’s employees are employees of the NSLC or have any kind of employer/employee relationship in effect with the NSLC.
7. That agents and employees of an agency will accept to participate in training courses provided or recommended by the NSLC.

# LIQUOR REPRESENTATIVES

1. The Agent covenants and agrees with the NSLC as follows:
2. That the Agent will not enter into any agreement either oral or written with any distiller, brewer or producer of wine, their servants, agents, employees or anyone acting under their authority or direction, whereby the Agent agrees to sell Liquor produced by any distiller, brewer or producer of wine.
3. The Agent will not accept any gifts or money from any distiller, brewer or producer of wine for any reason.

# PROMOTIONAL MATERIAL

1. The Agent covenants and agrees to keep posted on the Premises only such signs, price lists, or other promotional material concerning Liquor as is supplied or approved by the NSLC in accordance with the provisions of the Act and Regulations as are in force from time to time. Agents may be requested to participate in various product promotions as directed by the NSLC. If this takes place, all related promotional material may be supplied by the NSLC at its expense. Public announcements relating to an agency operation must be submitted to the NSLC for authorization.

# SIGNAGE & DOCUMENTATION

1. The NSLC agrees to supply either by electronic or hard copy posters, promotional sales tags, promotions lists, bin tags and price lists as it deems in its sole discretion to be reasonable, one copy of the Act and Regulations and any other documentation it deems, in its sole discretion, to be necessary to assist the Agent in the operation of the Agent’s Premises. The Agent shall supply, at its own expense, such exterior signs as required by the NSLC.

#  AGENT’S COMPLIANCE WITH LIQUOR CONTROL ACT

1. The Agent covenants and agrees to comply with all provisions of the Act, the Regulations, the Terms of this Agreement and such other policies and procedures as may be established from time to time by the NSLC, and does further covenant and agree to allow representatives of the NSLC access to the Establishment and the Premises for the purposes of verifying, to its satisfaction, such compliance. Should conflict arise between the Terms of this Agreement and any provisions of the Act and Regulations, then it is hereby understood and agreed that reference should be made to the Act and Regulations there under for absolute and binding resolution.

# AGENT’S TERMINATION OF CONTRACT

1. The NSLC agrees that the Agent may terminate this Agreement and its appointment as Agent of the NSLC, by giving notice in writing, by registered mail, addressed to the President and CEO, NSLC, 93 Chain Lake Drive, Bayers Lake Industrial Park, Halifax, N.S. B3S 1A3, at least 90 days prior to the date of intended termination.

# AGENCY ASSIGNMENT, SALE AND RELOCATION

1. It is understood and agreed that this Agreement is not subject to assignment by the Agent.
2. It is further understood and agreed that:
3. If the Agent is a corporation, in the event the composition of the security holders, the Board of Directors, or Officers in existence at the effective date of this Agreement changes in any way during the Term of the Agreement; or
4. If the Agent is a partnership, if the composition of the partnership changes in any way during the Term of the Agreement the NSLC will be notified in writing within seven days and that this Agreement may, at the sole option of the NSLC and in its absolute discretion, be terminated.
5. Where the Agent is an individual, in the event of death, the Agency may be carried on by the beneficiaries of the Agent with the approval, in writing, of the President and CEO of the NSLC.
6. If the Agent relocates the Premises, the Agent must notify the NSLC and the NSLC may, at its option, terminate this Agreement immediately and initiate a new agency competition.
7. The Agent further covenants and agrees that it will not offer to sell or dispose of the Establishment containing the Premises unless having received prior written permission from the President and CEO of the NSLC to do so, which permission is not to be unreasonably withheld. The Agent further covenants and agrees to give the NSLC notice in writing as soon as it offers to sell or dispose of the Establishment containing the Premises and to advise the NSLC of the name and address of the purchaser not less than 60 days before the sale or other disposal is completed, by forwarding said information to the NSLC, in writing, at the address in paragraph 27 hereof.

# TERMINATION BY THE NSLC

1. This Agreement and the appointment of the Agent may be terminated without notice by the NSLC for any violation of this Agreement or of the Act and Regulations there under, as are in force from time to time. This Agreement and the appointment of the Agent may also be terminated for any reason upon the NSLC giving the Agent notice in writing, by registered mail, at least 30 days prior to the date of intended termination.

# RETURN OF PROPERTY ON TERMINATION

1. In the event that this Agreement is terminated by the NSLC or the Agent, at any time and for any reason, or on the Terminal Date and due to the expiry hereof, all existing Liquor in the Premises will be returned to the NSLC at the original discounted purchase price, on or before the date of intended termination, less any applicable re-stocking charges calculated by the NSLC. Further, forms, display material and any other property supplied by the NSLC to the Agent at its own expense will be returned to the NSLC on or before the date of intended termination, or the Terminal Date, as the case may be.

# NSLC’S RIGHT TO OPERATE STORE IN THE COMMUNITY

1. The Agent understands that the NSLC at some time in the future may designate this area to be serviced by a NSLC Liquor store, in which case the Agency will not be re-offered in the area following the expiration of this Agreement, and nothing in this Agreement shall be construed or read to give the Agent a right of renewal hereof.

# CONDONING OF BREACH

1. Any condoning, excusing or overlooking by the NSLC of any default, breach or non-observance by the Agent, or either of them, at any time in respect of any covenant, or condition herein contained shall not operate as a waiver of the NSLC’s rights hereunder in respect of any subsequent default, breach or non-observance, and shall not defeat or affect in any way the rights of the NSLC herein in respect of any subsequent default or breach.

# CAPTIONS

1. The captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the intent of any provision thereof.

# APPLICABLE LAWS

1. This Agreement and the rights, duties, and obligations of the parties as set forth herein shall be settled and determined in accordance with the laws of the Province of Nova Scotia.

# EFFECTIVE DATE

This Agreement shall read and be effective as and from the **Numerical**  day of **Month**, 2014

**IN WITNESS WHEREOF** the parties hereto have executed these presents on the day and year first above written.

SIGNED SEALED AND DELIVERED ) **Nova Scotia Liquor Corporation**

In the presence of )

) Per: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

) President and CEO

)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ) Per: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness ) Vice President Operations

)

) Per: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

) Owner

)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ) Per: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness Owner