

DISTRIBUTORSHIP AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2023, by and between Pan Cape Breton Food Hub Co-Operative Ltd., a co-operative association, with its principal place of business in Bras D'Or, Cape Breton, Province of Nova Scotia ("CB Food Hub"), and _____, as an individual or a duly incorporated corporation incorporated pursuant to the laws of the Province of Nova Scotia, with its principal place of business in _____, Province of Nova Scotia, ("Supplier"), with reference to the following facts:

WHEREAS the CB Food Hub distributes the products of the Supplier in and around the Cape Breton area.

AND WHEREAS the Supplier desires to engage with the CB Food Hub and use its distribution service for the purpose of disseminating its products.

THEREFORE, the CB Food Hub and the Supplier hereby agree as follows:

1. DEFINITIONS

In this Agreement the following terms shall have the following meanings:

- (a) "Products": meaning the products of the Supplier being distributed to purchasers by the CB Food Hub.
- (b) "Date Hereof" - the date of this Agreement as set forth in the first paragraph of page one hereof.
- (c) "Person" - any natural person, corporation, partnership, or other entity or association.

TERM

- (1) Unless sooner terminated in accordance with the provisions hereof, this Agreement commencing on the date hereof shall expire at the end of the year, 2023.
- (2) Upon the expiration of this Agreement the parties shall negotiate in good faith for the renewal or extension of this Agreement, provided that the Supplier has, upon the expiration of the term hereof, fully complied with its obligations hereunder.

SUPPLIER'S GENERAL OBLIGATIONS

The Supplier shall, unless excused by circumstances beyond the Supplier's reasonable control, promptly provide to the CB Food Hub those Products for which CB Food Hub members have placed orders.

PICK UP

The Supplier shall have all ordered products prepared promptly for the scheduled pick up time; and the Supplier shall be responsible for the consequences of any expenses associated with the late or nondelivery of its products.

- Port Hawkesbury - Barykin Bakery (10am Wednesday mornings)
- Whycomomagh - Bayside (10am Wednesday mornings)
- Baddeck - 6 Old Margaree Rd. (10am Wednesday mornings)
- Sydney - Star Delivery - 87 Marine Dr. (12pm Wednesday mornings)
- Arichat - Jeanties Market (10am Wednesday mornings)
- Margaree - Library Basement (10am Wednesday mornings)
- Neil's Harbour - Meet truck at Victoria Co-op Fishery (10am Wednesday mornings)
- Bras d'Or - 1415 Highway 105 (11am Wednesday mornings)

USE OF NAME AND TRADEMARKS

The CB Food Hub may use the name, trademark, trade names, and logos of the Supplier in connection with the operation of the distributorship granted in this Agreement.

WARRANTIES

The Supplier shall provide a guarantee of the quality of its products being provided to the CB Food Hub for distribution. In the event of any defective products being provided by the Supplier, the Supplier shall be obligated to reimburse the CB Food Hub for those defective products.

INDEMNITY

The Supplier shall indemnify CB Food Hub and hold CB Food Hub harmless from and against, and shall defend against, any and all claims and damages of every kind for injury to or death of any person or persons and for damage to or loss of property, arising out of or attributed, directly or indirectly, to the conduct, operations, supplying of food, or performance of this Agreement.

ASSIGNMENT

This Agreement shall not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

TERMINATION OF RIGHTS

This Agreement may be terminated by the CB Food Hub at its option and without prejudice or notice to the Supplier.

CHOICE OF LAW

All disputes concerning the validity, interpretation, or performance of this Agreement and any of its terms or provisions, or of any rights or obligations of the parties hereto, shall be governed by and resolved in accordance with the laws of the Province of Nova Scotia and the federal jurisdiction of Canada.

LEGAL FEES

If any legal action is initiated by either of the parties hereto, the prevailing party shall be entitled to recover from the other party reasonable legal fees in addition to any other relief that may be awarded.

NOTICES

All written notices permitted or required to be delivered by the provisions of this Agreement shall (unless otherwise provided) be deemed so delivered when actually delivered by hand or by Registered Mail or Certified Mail, Return Receipt Requested, postage prepaid and addressed to the following addresses:

(1) CB FOOD HUB
1415 NS-105, Bras D'Or, NS B1Y 2N5

(2) SUPPLIER
[Insert address]

or to such other addresses as the parties may from time to time designate in writing.

WAIVER AND DELAY

No waiver by either party of any breach or series of breaches or defaults in performance by the other party, and no failure, refusal or neglect of either party to exercise any right, power or option given to it hereunder or to insist upon strict compliance with or performance of either party's obligations under this Agreement, shall constitute a waiver of the provisions of this Agreement with respect to any subsequent breach thereof or a waiver by either party of its rights at any time thereafter to require exact and strict compliance with the provisions thereof.

SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto, subject to the restrictions on assignment contained herein.

ENTIRE AGREEMENT

This Agreement contains all of the terms and conditions agreed upon by the parties hereto with reference to the subject matter hereof. No other agreements, oral or otherwise, shall be deemed to exist or to bind either of the parties hereto, and all prior agreements and understandings are superseded hereby. This Agreement cannot be modified or changed except by written instrument signed by both of the parties hereto.

TITLES FOR CONVENIENCE

Titles used in this Agreement are for convenience only and shall not be deemed to affect the meaning or construction of any of the terms, provisions, covenants, or conditions of this Agreement.

SEVERABILITY

Nothing contained in this Agreement shall be construed as requiring the commission of any act contrary to law. Whenever there is any conflict between any provision of this Agreement and any present or future statute, law, ordinance, or regulation contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the provision of this Agreement thus affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law. In the event that any part, article, paragraph, sentence or clause of this Agreement shall be held to be indefinite, invalid or otherwise unenforceable, the indefinite, invalid or unenforceable provision shall be deemed deleted, and the remaining part of the Agreement shall continue in full force and effect. If any tribunal or court of competent jurisdiction deems any provision hereof unenforceable, such provision shall be modified only to the extent necessary to render it enforceable and this Agreement shall be valid and enforceable and the parties hereto agree to be bound by and perform same as thus modified.

INTENDING TO BE LEGALLY BOUND, the parties have executed this Agreement on this ____ day of _____, 2023.

SIGNED, SEALED AND DELIVERED)
in the presence of)
)
)
_____)
Witness)

PAN CAPE BRETON FOOD HUB
CO-OPERATIVE LTD.

Per:

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SIGNED, SEALED AND DELIVERED
in the presence of

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)

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Witness

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[Insert name of Supplier]

Per: [Insert Signor]