

# **R.J. Reynolds Tobacco Company**

## **Special Fixture Agreement**

### **East Coast**

R.J. Reynolds Tobacco Company will provide a special fixture merchandising system to all qualifying retail stores that sell cigarettes. R.J. Reynolds Tobacco Co. will maintain these special fixtures during the useful life of the fixtures. This service is one of several which can be provided by R.J. Reynolds Tobacco Co. for the merchandising of cigarettes.

In consideration for R.J. Reynolds Tobacco Company's supplying you with special fixtures(s), you agree as follows :

1. Maintain the advertising copy provided by R.J. Reynolds Tobacco Co. on the fixture(s) for the life of the fixture(s).
2. R.J. Reynolds Tobacco Co. reserves the right to periodically change the advertising copy.
3. Prohibit the placement of any posters, shelf strips, decals, displays or other promotional materials, on any part of the special fixture(s), except for those provided by R.J. Reynolds Tobacco Co.
4. Load the special fixture(s) according to a plan-o-gram provided by R.J. Reynolds Tobacco Co.
5. Utilize the special fixture(s) at the intended location(s) at retail, for not less than three years.
6. In the event the retailer elects to remove the special fixture(s) within the three year time period, the retailer will reimburse R.J. Reynolds Tobacco Co. a prorated amount based on the time the fixture(s) were on location at retail.
7. Should the federal, state or local government regulate the sales or merchandising of cigarettes to an extent that the parties cannot lawfully carry out the merchandising and display provisions of this agreement, then in that event, this agreement shall terminate as to the affected stores, with no further payments or obligations due, with respect to the affected stores.
8. Inform the R.J. Reynolds Tobacco Co. representative within the required time period for future special fixture(s) to meet new and remodeled store requirements. The set lead time of 6 weeks is required for delivery of any additional special fixture(s).
9. This agreement may be changed only by written agreement of the parties, signed by both parties involved.
10. Number of special fixture(s) requested in this agreement is mediate/25 .
11. The special fixture(s) remains the property of R.J. Reynolds Tobacco Co.

We / I understand that failure of performance of any of the above terms and conditions will no longer entitle retailer to participate in the R.J. Reynolds Tobacco Company merchandising service offered, or to utilize in any way the special fixture(s) furnished by R.J. Reynolds Tobacco Company.

Retailer  
Approval

Name / Title : Steve Dash/Al Thompson

Signed : \_\_\_\_\_

Date : 4/3/96

R.J.R. Tob. Co.  
Approval

Name / Title : Joe Birlin

Signed : \_\_\_\_\_

Date : 4/3/96

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