

JOHN SPELLMAN
Governor



STATE OF WASHINGTON
LIQUOR CONTROL BOARD
Olympia, Washington 98504

ROBERT D. HANNAH
Chairman
L. H. PEDERSEN
Member of the Board
KAZUO WATANABE
Member of the Board

AGREEMENT BETWEEN
THE WASHINGTON STATE LIQUOR CONTROL BOARD
AND
THE MUCKLESHOOT INDIAN TRIBE
FOR PURCHASE AND RESALE OF LIQUOR

This agreement made this 15th day of December, 1982 between THE WASHINGTON STATE LIQUOR CONTROL BOARD (hereinafter called the Seller) having its principal office in Olympia, Washington and THE MUCKLESHOOT INDIAN TRIBE, located on the Muckleshoot Indian Reservation located in King County, Washington, the Reservation having been designated Indian Country under Federal Law (hereinafter called the Purchaser).

WITNESSETH:

In consideration of the mutual covenants and agreements hereinafter set forth, and in consideration of settlement of Federal District Court Cause No. C78-783V, and in conformance with WAC 314-37-010 establishing rules for appointing qualifying Indian tribes as vendor, the Seller and the Purchaser hereby agree as follows:

1. The Seller agrees to sell to the Purchaser and the Purchaser agrees to purchase all distilled spirits from the Seller. In addition the Purchaser may purchase wine and beer from the Seller. The Seller shall use its best efforts to supply all liquor products ordered by the Purchaser. The Purchaser shall have its orders filled on an equal basis with state liquor stores, state licensees or agencies. In the event the Seller's supplies of allocated items are insufficient to satisfy all orders by the Purchaser, state liquor stores, state licensees and agencies, available supplies shall be equally apportioned among all.

2. The sale shall be consummated upon payment by money order, certified check, or Tribal check backed by a bank 'Letter of Credit'. The payment must be put in the mail the same day as the liquor arrives. A bond must be posted equal to one (1) approximate month's purchases. The F.O.B. point shall be the Seller's Distribution Center or the Tribal Store.

3. The purchase price of the distilled spirits, based on twice a month deliveries, shall be at the standard case cost to the Seller plus a handling charge of five (5) percent plus the tax imposed by RCW 82.08.150. PROVIDED: That each year of this agreement the Tribe may purchase 2841 gallons of spirituous liquor, for use on the Reservation free of the tax imposed by RCW 82.08.150.

The standard case cost plus handling charge and the state taxes shall be set forth in an invoice prepared by the Seller for payment by the Purchaser as provided in paragraph two (2).

4. The purchase price of wine and beer, based on twice a month deliveries, shall be at the standard case cost to the Seller plus a handling charge of five (5) percent plus, in the case of wine, an amount equal to, and in lieu of, the taxes imposed by RCW 66.24.210. The standard case cost plus handling charge, and where applicable, an amount equal to, and in lieu of, the state taxes shall be set forth in an invoice prepared by the Seller for payment by the Purchaser as provided in paragraph two (2).

5. The Purchaser agrees to resell all distilled spirits, and beer or wine, purchased from the Seller, at a per unit regular total retail price not less than ninety (90) percent of the Seller's regular total retail price, including all taxes. PROVIDED: That the Purchaser may establish its own schedule of matching 'Temporary Price Reduction(s)'. An item may be passed through no more than four (4) months per calendar year. The Seller's representative shall have the right to visit the Purchaser's retail outlet, at any time during regular business hours and review and make note of the Purchaser's retail price.

6. The Purchaser agrees that all liquor sold by the Tribe shall be sold from a Tribal store located on trust land within the exterior boundaries of the Muckleshoot Indian Reservation. Said store shall be located within Section one (1), Township Twenty (20) North, Range five (5) East, Willamette Meridian, King County, Washington. Relocation of the Purchaser's outlet shall be subject to prior approval by the Seller. The Seller agrees that it will not open any new state liquor Stores or Agencies within five (5) miles of the Purchaser's store unless such state liquor Stores or Agencies are already operating as of the date of this agreement.

7. The Purchaser agrees all external signing shall meet applicable zoning ordinances and shall not unduly emphasize prices.

8. In any form of media advertising, the Purchaser will not compare its total retail price(s) to the Seller's total retail price(s), nor shall the Purchaser place liquor advertising in any non-tribal news media whose central office is located in a municipality, the exterior boundaries of which are not contiguous to those of the reservation. This is stipulated in the spirit of this agreement that the Purchaser's primary goal is to serve the tribal community, including all Reservation residents, as well as those dwelling in close proximity.

9. The hours of sale of distilled spirits, beer and wine by the Purchaser shall conform to State Law governing such sales. In accordance with RCW 66.16.080, there shall be no sale or delivery of distilled spirits on Sunday.

10. The Purchaser further agrees to conform with the Liquor Control Laws of Washington, as required by the Tribes federally approved ordinance and Federal Law.

11. The Purchaser agrees not to import any distilled spirits into the reservation except as provided in this agreement.

12. The Purchaser agrees not to solicit or accept money or monies worth from liquor manufacturers, importers or wholesalers. PROVIDED: That Purchaser may accept such items as are permitted to be accepted by licensees of the Board under State Law.

13. The term of this agreement shall be for a period of five (5) years and shall include an option to renew for an additional five (5) years subject to satisfactory renegotiation of the terms and conditions.

14. Time of performance under this agreement is of the essence.

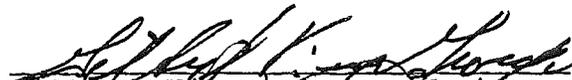
15. The agreement(s) herein contained shall inure to the benefit of and be binding upon the parties named herein and their successors. This agreement may not be assigned by either party.

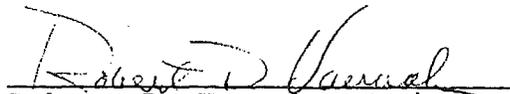
16. Should the Tribe's status as a liquor vendor be revoked for failure to comply with WAC 314-37-010 as adopted by the Washington State Liquor Control Board on December 15, 1982, this agreement shall be null and void: PROVIDED, That no subsequent amendment to WAC 314-37-010 shall effect in any way the terms of this contract.

In Witness Whereof, the parties have signed this agreement to commence on the date first written above.

MUCKLESHOOT INDIAN TRIBE

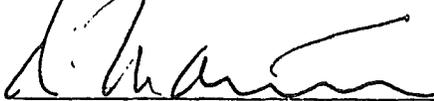
LIQUOR CONTROL BOARD


Gilbert King-George, Chairman
Muckleshoot Indian Tribe


Robert D. Hannah, Chairman


Marie Starr, Vice Chairman
Muckleshoot Indian Tribe


L. H. Pedersen, Member


Kazuo Watanabe, Member

APPROVED AS TO FORM:


John G. Hennen
Sr. Assistant Attorney General