

A G R E E M E N T

This agreement made this 12th day of May, 1982 between THE OREGON LIQUOR CONTROL COMMISSION (hereinafter called the Seller) having its principal office in Milwaukie, Oregon and THE CONFEDERATED TRIBES OF WARM SPRINGS INDIAN RESERVATION through its KAH-NEE-TA Lodge, located on the Warm Springs Indian Reservation located in Wasco County, Oregon, the reservation having been designated Indian Country under exclusive federal jurisdiction as provided by federal law (hereinafter called the Purchaser).

Witnesseth:

In consideration of the mutual covenants and agreements herein-after set forth, 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 used in its facility known as the KAH-NEE-TA LODGE.

2. The sale shall be consummated upon payment in cash by the Purchaser and delivery thereafter of the distilled spirits, f.o.b. at the warehouse of the Seller located at 9079 S. E. McLoughlin Blvd., Milwaukie, Oregon.

3. The purchase price of the distilled spirits shall be at the total cost to the Seller plus a handling charge to be determined by the Seller. This total cost and handling charge shall be set forth in an invoice prepared by the Seller for payment by the Purchaser as provided in paragraph 2.

4. The Purchaser shall assume responsibility for payment of all freight charges incurred between the f.o.b. point indicated in paragraph 2 to its location in Warm Springs Indian Reservation.

5. The Purchaser further agrees to conform with the liquor control laws of Oregon.

6. The Purchaser agrees to not sell any distilled spirits by the bottle on the reservation except miniatures in vending machines at Kah-Nee-Ta Lodge.

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

8. The term of this agreement shall be for a period of five years following the date hereof.

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

10. The agreements 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.

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

By: 

Title Community Services Manager

The Confederated Tribes of  
Warm Springs Indian Reservation

By: 

Title Controller

Oregon Liquor Control Commission