

GASOLINE PRODUCTS SUPPLIED BY THE DISTRIBUTOR;

(4) "ENGAGED IN THE RETAIL SALE OF [[PETROLEUM]] GASOLINE PRODUCTS" MEANS THAT AT LEAST THIRTY PER CENTUM OF THE DEALER'S GROSS REVENUE IS DERIVED FROM THE RETAIL SALE OF [[PETROLEUM]] GASOLINE PRODUCTS;

(5) "RETAIL" MEANS THE SALE OF A PRODUCT FOR PURPOSES OTHER THAN RESALE.

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A DISTRIBUTOR SHALL DISCLOSE TO ANY PROSPECTIVE DEALER THE FOLLOWING INFORMATION, BEFORE ANY MARKETING AGREEMENT IS CONCLUDED:

(1) THE GALLONAGE VOLUME HISTORY, IF ANY, OF THE LOCATION UNDER NEGOTIATION FOR AND DURING THE THREE-YEAR PERIOD IMMEDIATELY PAST OR FOR THE ENTIRE PERIOD WHICH THE LOCATION HAS BEEN SUPPLIED BY THE DISTRIBUTOR, WHICHEVER IS SHORTER.

(2) THE NAME AND LAST KNOWN ADDRESS OF THE PREVIOUS DEALER OR DEALERS FOR THE LAST FIVE YEARS, OR FOR AND DURING THE ENTIRE PERIOD WHICH THE LOCATION HAS BEEN SUPPLIED BY THE [[PETROLEUM]] GASOLINE DISTRIBUTOR, WHICHEVER IS SHORTER, AND THE REASON OR REASONS FOR THE TERMINATION OF EACH MARKETING AGREEMENT.

(3) ANY LEGALLY BINDING COMMITMENTS FOR THE SALE, DEMOLITION OR OTHER DISPOSITION OF THE LOCATION.

(4) THE TRAINING PROGRAMS, IF ANY, AND THE SPECIFIC GOODS AND SERVICES THE DISTRIBUTOR WILL PROVIDE FOR AND TO THE GASOLINE DEALER.

(5) FULL DISCLOSURE OF ANY AND ALL OBLIGATIONS WHICH WILL BE REQUIRED OF THE DEALER.

(6) FULL DISCLOSURE OF ALL RESTRICTIONS ON THE SALE, TRANSFER, AND TERMINATION OF THE AGREEMENT.

(7) FULL DISCLOSURE OF THE TOTAL AMOUNT OF ANY CASH DEPOSITS REQUIRED, THE AMOUNT OF INTEREST, IF ANY, TO BE PAID ON THE DEPOSIT, AND THE CONDITIONS FOR THE RETURN OF THE DEPOSIT.

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EVERY MARKETING AGREEMENT BETWEEN A DISTRIBUTOR AND A DEALER SHALL BE SUBJECT TO THE FOLLOWING PROVISIONS WHETHER OR NOT EXPRESSLY SET FORTH THEREIN:

(1) THE DEALER SHALL NOT BE REQUIRED TO KEEP HIS RETAIL OUTLET OPEN FOR BUSINESS FOR ANY SPECIFIED NUMBER OF HOURS PER DAY, OR DAYS PER WEEK, UNLESS HIS MARKETING AGREEMENT EXPRESSLY SETS FORTH THE REQUIREMENTS;