

include any subsidiary or affiliated corporation in which it holds at least thirty percent voting control;

(2) "Dealer" means any person engaged in the retail sale of gasoline products under a marketing agreement entered into with a distributor, other than a person who is an employee of a distributor;

(3) "Marketing Agreement" means [a] AN ORAL OR written agreement between a distributor and a dealer under which the dealer is granted the right to use a trademark, trade name, service mark, or other identifying symbol or name owned by the distributor, and [a] AN ORAL OR written agreement between a distributor and a dealer by which the dealer is granted the right to occupy premises owned, leased or controlled by the distributor, for the purpose of engaging in the retail sale of gasoline products supplied by the distributor;

(4) "Engaged in the retail sale of gasoline products" means that at least thirty per centum of the dealer's gross revenue is derived from the retail sale of gasoline products;

(5) "Retail" means the sale of a product for purposes other than resale.

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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;

(2) The dealer shall have the right to cancel his marketing agreement until midnight of the seventh business day after the day on which the agreement was signed, by giving the distributor in person or by certified mail written notice of cancellation, provided that any money, equipment, or merchandise loaned, sold or delivered to the dealer are returned to the distributor for full credit, or cash equivalent, together with delivery of full possession of the service station location to the distributor, within 10 days after delivery of notice;

(3) The right of either party to trial by jury or the interposition of counter-claims or cross-claims shall not by agreement be waived;