

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

(1) ANY GALLONAGE HISTORY OF THE LOCATION UNDER NEGOTIATION FOR THE SHORTER OF:

(i) THE THREE-YEAR PERIOD IMMEDIATELY PAST;
OR

(ii) THE ENTIRE PERIOD DURING WHICH THE LOCATION HAS BEEN SUPPLIED BY THE DISTRIBUTOR;

(2) THE NAME, LAST KNOWN ADDRESS, AND REASON FOR THE TERMINATION OF THE MARKETING AGREEMENT OF EACH PERSON WHO WAS A DEALER AT THE LOCATION DURING:

(i) THE FIVE-YEAR PERIOD IMMEDIATELY PAST; OR

(ii) THE ENTIRE PERIOD DURING WHICH THE LOCATION HAS BEEN SUPPLIED BY THE DISTRIBUTOR;

(3) ANY COMMITMENT FOR THE SALE, DEMOLITION, OR OTHER DISPOSITION OF THE LOCATION;

(4) ANY TRAINING PROGRAM AND ANY SPECIFIC GOODS AND SERVICES WHICH THE DISTRIBUTOR WILL PROVIDE FOR AND TO THE DEALER;

(5) ANY OBLIGATION WHICH WILL BE REQUIRED OF THE DEALER;

(6) ANY RESTRICTION ON THE SALE, TRANSFER, AND TERMINATION OF THE AGREEMENT; AND

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

REVISOR'S NOTE: This section presently appears as Art. 23, §167D.

In item (3), reference to a commitment which is "legally binding" is deleted as superfluous.

The only other changes are in style.

11-304. MARKETING AGREEMENT SUBJECT TO CERTAIN PROVISIONS.

(A) IN GENERAL.

EVERY MARKETING AGREEMENT IS SUBJECT TO THE