



This TERMINATION OF DISTRIBUTION AGREEMENT is entered into this [SPECIFY DATE] and executed in [SPECIFY PLACE OF EXECUTION] by and between:

[SPECIFY SUPPLIER COMPANY NAME], herein designated as “Supplier/Owner” and [SPECIFY DISTRIBUTOR NAME], herein designated as “Distributor”

**RECITALS**

WHEREAS,Supplier and Distributor executed a Restaurant Distribution Agreement on [SPECIFY DATE];

WHEREAS,the undersigned parties agree to terminate the said agreement primarily because [SPECIFY MAIN REASON FOR THE TERMINATION];

WHEREAS,This Agreement will provide the terms and conditions of the termination agreement to protect the proprietary rights and business interests of the undersigned parties;

WHEREAS,[SPECIFY OTHER RELEVANT WHEREAS CLAUSES THAT INDICATES THE INTENTION OF THE PARTIES WITH RESPECT TO THE TERMINATION];

And

WHEREAS,[SPECIFY OTHER RELEVANT WHEREAS CLAUSES THAT INDICATES THE INTENTION OF THE PARTIES WITH RESPECT TO THE TERMINATION];

NOW THEREFORE,for and in consideration of the foregoing objectives and declarations, the undersigned parties abide and adhere to the following terms and conditions:

1. **TERMINATION** 
   * 1. The undersigned parties fully agree to duly end and terminate the Distributorship Agreement which was validly executed and implemented. The said termination was mutually agreed and decided by the parties which is sanctioned under [SPECIFY PROVISION OR SECTION UNDER THE PREVIOUSLY ENTERED DISTRIBUTORSHIP AGREEMENT PROVIDING FOR SUCH RIGHT OR GROUND FOR TERMINATION].

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* + 1. The operative reasons behind the undersigned parties’ mutual decision to terminate the Distributorship Agreement were as follows:
* [SPECIFY THE REASONS BEHIND THE AGREED TERMINATION (ex. For a justifiable and good cause, business considerations, loss of profit, and many more)];
* [SPECIFY THE REASONS BEHIND THE AGREED TERMINATION (ex. For a justifiable and good cause, business considerations, loss of profit, and many more)];

**II. MUTUAL RELEASE OF LIABILITY**

This Agreement discharges both the Supplier and the Distributor from any and all obligations and any form of liability that may arise from the due implementation of the previously entered Distributorship Agreement, except in the following cases:

1. [SPECIFY THE INSTANCES THAT THE PARTIES CAN STILL BE HELD LIABLE NOTWITHSTANDING THE TERMINATION OF THIS AGREEMENT];
2. [SPECIFY THE INSTANCES THAT THE PARTIES CAN STILL BE HELD LIABLE NOTWITHSTANDING THE TERMINATION OF THIS AGREEMENT];

**III. CONFIDENTIAL INFORMATION**

1. This Agreement defines ***confidential information*** as any information that [SPECIFY AGREED DEFINITION] which includes the following:

* [SPECIFY MATERIALS AND INFORMATION COVERED UNDER THIS PROVISION];
* [SPECIFY MATERIALS AND INFORMATION COVERED UNDER THIS PROVISION];

The undersigned parties consider the foregoing enumeration as not exclusive.

1. [SPECIFY SECTION/PROVISION/ARTICLE PROVIDED UNDER THE DISTRIBUTION AGREEMENT PERTAINING TO CONFIDENTIALITY], provides that the undersigned parties must adhere and comply with the confidentiality agreement, notwithstanding the termination of the Distribution Agreement.
2. This Agreement prohibits any of the undersigned parties from performing acts constituting as “unauthorized disclosure” which refers to the commission of the following acts and engagements:

* [SPECIFY ACTS AND ENGAGEMENTS DEEMED AS AN UNAUTHORIZED DISCLOSURE (ex. Disclosing confidential information to any of the undersigned parties’ competitors, publication and duplication of such materials and others];
* [SPECIFY ACTS AND ENGAGEMENTS DEEMED AS AN UNAUTHORIZED DISCLOSURE (ex. Disclosing confidential information to any of the undersigned parties’ competitors, publication and duplication of such materials and others];

1. In the event that any of the undersigned parties commits an act or engagement considered as an unauthorized disclosure, the guilty party is liable to pay a penalty of [SPECIFY AMOUNT]. The party not at fault is not barred from instituting legal actions and remedies against the guilty party before a court of competent jurisdiction.

**IV. GENERAL PROVISIONS**

1. GOVERNING LAW: This Agreement is governed by the laws of [SPECIFY STATE], specifically the following State laws:

* [SPECIFY THE LIST OF STATE LAWS THAT GOVERN THE OPERATION AND IMPLEMENTATION OF THIS AGREEMENT];
* [SPECIFY THE LIST OF STATE LAWS THAT GOVERN THE OPERATION AND IMPLEMENTATION OF THIS AGREEMENT];

1. SEVERABILITY: The undersigned parties are made fully aware that the consequent declaration of a court of competent jurisdiction that a specified section or part of this Agreement is inoperative and void does not nullify the entire agreement. The validity of the remaining provisions will be respected.
2. ENTIRE AGREEMENT: The terms and conditions embedded in this Agreement supersede and repeal any and all prior agreements entered into by the parties that contradict the essence and substance of this Agreement, unless there is a contrary stipulation by the parties.
3. AUTHORITY: Under the terms of this Agreement, the signatures appearing in the face of this Agreement serve as a guarantee that they were made by authorized parties or their respective representatives who were granted with the contractual and legal authority to terminate the Distribution Agreement.

**IN WITNESS WHEREOF**, the parties of this Agreement fully execute and make this Agreement official and thus affix their signatures this [SPECIFY DATE].

[SPECIFY FULL NAME OF AUTHORIZED REPRESENTATIVE OF THE SUPPLIER]

[PROVIDE SIGNATURE]

[SPECIFY DESIGNATION]

[SPECIFY LEGAL NAME OF THE SUPPLIER/OWNER COMPANY]

[SPECIFY COMPLETE ADDRESS]

[SPECIFY FULL NAME OF AUTHORIZED REPRESENTATIVE OF THE DISTRIBUTOR]

[PROVIDE SIGNATURE]

[SPECIFY DESIGNATION]

[SPECIFY LEGAL NAME OF THE DISTRIBUTOR COMPANY]

[SPECIFY COMPLETE ADDRESS]