

CONTRACT FOR MERCHANDISING & BRAND REPRESENTATION

(Also known as the Bottle Pigs Maintenance Pact)

This Agreement is made and entered into at the time of the initial service contract purchase, by and between:

1. **South Coast Wines T/A Brett's Bottle Pigs** (hereinafter referred to as the "Service Provider"), located at **19A Cassia Place, Ulladulla NSW 2539**.
2. **[Producer/Wine Company Name]** (hereinafter referred to as the "Producer"),

3. located at **[Producer's Business Address]**.

Together, the parties agree as follows:

1. SCOPE OF SERVICES

The Service Provider agrees to provide merchandising and brand representation services for the Producer's products at designated retail locations. Services include:

1.1 MERCHANDISING & PRESENTATION

- Ensure products are clean, stocked, and visually appealing
- Rotate bottles, remove dust, and maintain shelf condition
- Ensure labels are front-facing and planogram compliant
- Identify and report missing or incorrect shelf pricing

1.2 BRAND ADVOCACY

- Engage with store staff to keep the brand front-of-mind
- Subtly advocate for better positioning where possible
- Act as the Producer's eyes and ears in-store

1.3 SALES SUPPORT & RISK MITIGATION

- Help reduce risk of delisting due to neglect
- Provide ongoing visibility and maintenance support
- Complement existing sales team efforts with on-the-ground representation

The Service Provider does not engage in direct sales or negotiate pricing or supply agreements unless explicitly authorised in writing.

2. SERVICE AREA

This Agreement covers **21 big-box retail stores** (Dan Murphy's and First Choice Liquor Market) across the NSW South Coast and the ACT, from **Narellan to Bega**, including **Goulburn** and **Queanbeyan**.

3. SERVICE FREQUENCY

Store visits operate on a **rotating cycle of approximately every 3 weeks**, ensuring consistent presence and shelf maintenance.

4. SERVICE OPTIONS & PRICING

DEFAULT PLAN (FULL COVERAGE)

- \$16 per Brand, per week (covers all 21 stores)
 - Only pay for 16 Dan Murphy's stores
 - 5 First Choice outlets are included as a **bonus**
- \$0.33 per SKU, per Brand, per outlet, per week
- **One-off SKUs (e.g. back vintages, cellar releases, gift packs) are monitored but not charged**

CUSTOMIZED PLAN (PICK YOUR COVERAGE)

- \$1 per outlet, per Brand, per week (choose 1 to 15 outlets)
- No bonus stores (First Choice can be selected and counted)
- \$0.50 per SKU, per Brand, per outlet, per week
- One-off SKUs are monitored but not charged

Note: SKU = Stock Keeping Unit, defined in this agreement as an individual varietal or product.

5. BILLING TERMS

FIRST 4 WEEKS

- Billed **weekly in arrears** (you see the work before you pay)
- Weekly invoices issued each **Sunday** with proof of work
- **Payment due by the following Friday**
- If unpaid, your dust will be returned to your bottles 😊

ONGOING BILLING

- Billed **monthly in advance** after the initial 4 weeks
- Monthly invoices issued on the sign-up anniversary Sunday
- Weekly proof of work still provided
- Payment due within 7 days
- A billing month = **4 weeks** (not 4.3 weeks, so you save by default)

PAYMENT METHODS

- Bank Transfer
 - PayPal
 - Credit Card via PayPal (no account required)
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6. CHANGES, PAUSES & TERMINATION

- You can **pause** service with 1 week's notice
 - You can **switch plans** anytime
 - You can **cancel** with 2 weeks' notice
 - Immediate termination possible in case of a material breach
 - If cancelled with prepaid time remaining, the Service Provider will refund unused time based on a 4-week month
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7. LIABILITY & INDEMNITY

- The Service Provider will perform services with care but is not liable for in-store theft, damage, or retailer conduct
 - The Producer indemnifies the Service Provider from claims arising from product quality or store-level issues
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8. CONFIDENTIALITY

Both parties agree to keep confidential any non-public business information, including:

- Sales data
 - Store agreements
 - Pricing strategies
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9. GOVERNING LAW

This Agreement is governed by the laws of **New South Wales**, with disputes to be resolved under the jurisdiction of **The Shoalhaven, NSW**.

10. REAL-WORLD EXAMPLES (FOR CLARITY)

EXAMPLE 1 – DEFAULT PLAN

- 13 SKUs × 16 stores = \$84.64/week
- Monthly rate: \$78.74/week
- 20 back vintages monitored at no extra charge
- **Effective cost: \$3.75 per outlet or ~29¢ per SKU**

EXAMPLE 2 – DEFAULT PLAN

- 8 SKUs × 16 stores = \$58.24/week
- Monthly rate: \$54.18/week
- **Effective cost: \$2.77 per outlet or ~35¢ per SKU**

EXAMPLE – CUSTOMIZED PLAN

- 5 stores, 2 SKUs each:
 - Store fee = \$5
 - SKU fee = \$5
 - **Total: \$10/week**
 - Monthly rate: \$9.30/week
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11. ACCEPTANCE

While online purchase signifies agreement, a physical signature may be requested for entry into stores.

For South Coast Wines T/A Brett's Bottle Pigs:

Name: _____

Signature: _____

Date: _____

For [Producer's Name]:

Name: _____

Signature: _____

Date: _____