***DISTRIBUTION AGREEMENT***

**THIS AGREEMENT** entered into on this\_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_, between

  Road Runner, Inc. and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ,

 binds the Parties to the following duties:

 1.      Road Runner, Inc. agrees to distribute brochure/magazine materials,

supplied by the agreed party, throughout its designated route.

2.      Road Runner, Inc. agrees to distribute the brochure/magazine material

  from  , through .

3.      Road Runner, Inc, agrees to make a reasonable effort to maintain the account of the agreed party as to the regularity and adequate placement of supplied material for the prescribed period.

4.      The agreed Party shall tender to Road Runner, Inc. for services provided or to be provided the amount of $ (This price includes sales and city tax 6.2%) due and payable on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ .

5.      The agreed Party shall supply brochure material to Road Runner, Inc. for the purpose of distribution.

6.      Road Runner, Inc. cannot be held liable for circumstances beyond its control such as, but not limited to, inadequate supply of material, acts of God or other unforeseen circumstances that would impair its ability to fulfill this Agreement.

     This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota.

      In the event any one or more of the provisions of this Agreement shall be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected thereby.

     This Agreement shall be binding upon the Parties, their heirs, assigns and personal representatives.

     This Agreement constitutes the complete Agreement and understanding between the Parties with respect to the subject matter hereof.

     This Agreement shall not be altered, modified, or amended except by written agreement signed by both Parties.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Road Runner, Inc. Representative                            Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Agreed Party Signature                                                                      Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed name and title of Agreed Party

**Road Runner, Inc.**

**Distribution of brochures, magazines and posters**

**Jesse James Drury**

**25104 Harbach Ln**

**Custer, SD 57730**

**605-484-1512**

**609-482-1512 fax**

**roadrunnertourism.com**

**Jessejamesdrury@aol.com**