



Account Executive:

Fax #: (866) 878-6540

<u>BOX A: General Information</u>		Delivery Minimum:	Delivery Fee:
Restaurant:		Delivery Area:	
Address:			
Fax Number:			
Confirmation Phone Call:		Delivery Hours:	
Email (Receive Orders):			
Sales Tax (%):		Pickup Hours:	
<u>BOX B: Commission</u>		Bank Name:	
Commission (%): 12% Commission + Credit Card Processing		Routing #:	
Payment Method (Circle One): Direct Deposit or Check		Account #:	

The following is a Single Member Restaurant Agreement ("Agreement") between EatStreet, Inc., a Wisconsin corporation, dba EatStreet, and the entity as defined in Box A above ("Restaurant").

1. Either EatStreet or the Restaurant may terminate this agreement for any reason upon notice to the other party.
2. Restaurant agrees to:
  - i. Take in all orders transacted through EatStreet;
  - ii. Notify EatStreet of any price or item changes to Restaurant's menu;
  - iii. Allow EatStreet the use of Restaurant's name, logo, and menus; and
  - iv. Authorize EatStreet to direct deposit credit card entries to the Restaurant's financial institution.
3. EatStreet agrees to:
  - i. Provide an Internet ordering service through the website EatStreet.com;
  - ii. Provide a mobile app for the same; and
  - iii. To the extent applicable, provide an iframe on such Restaurant's current website.
4. Restaurant agrees to pay EatStreet a percentage, as determined in Box B, of the total dollar amount including tax, delivery, and tip (on credit card orders).
5. EatStreet shall own any and all intellectual property rights associated with any and all content created by EatStreet. This content includes, but is not limited to, the design, photos, graphics, source code, work-up files, text and any other programs specifically designed for or purchased on behalf of the Restaurant in connection with this Agreement.
6. Restaurant authorizes EatStreet to secure a domain name for Restaurant in order to provide and/or improve a web page for Restaurant, and claim/update business information on search engines and review sites in order to drive customer traffic.
7. EatStreet's services are provided on an "as is" basis. There is no guarantee that users will buy from Restaurant via EatStreet. So long as EatStreet updates Restaurant's price changes in a timely manner, Restaurant will be liable for any damages resulting from users paying an incorrect price. EatStreet shall not be liable for any claim by any party arising from the use of the web site, any failure of the web site, any actions or omissions by EatStreet or any other action contemplated by this Agreement. EatStreet is not liable for any claim against the Restaurant by any other party concerning any claims regarding goods and/or services provided by the Restaurant. In no event will EatStreet be liable for lost profits or any other indirect, special, consequential, incidental or contingent damages.
8. In the event that the Restaurant defaults on this agreement and a balance amount is due which requires EatStreet to engage the services of a professional debt collector or attorney to recover such amount due to EatStreet, the Restaurant will be responsible for the reimbursement of such fees and costs to EatStreet.

By signing below, I, as an authorized agent on behalf of the Restaurant, certify that I have read and agree to be bound by this Agreement and EatStreet's Terms of Use, which are available at <http://www.eatstreet.com/terms> in full text.

Authorized Agent of Restaurant: \_\_\_\_\_ Date: \_\_\_\_\_

Mobile Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

**ADD-ONS**

- FREE**     Ongoing Special     Custom Website     IFrame     Loyalty Program