



DINEvent®

## DINEvent Partner Agreement

By signing this Partner Agreement, Company represents that Company has read, understands, and agrees to all terms and conditions (outlined below) of this Agreement and that Company is authorized to commit to all the terms and conditions of this Agreement. Company authorizes this agreement on behalf of the venue including future management and/or future event personnel.

### Supplier agrees to:

1. Represent and sell, in a business-like and professional manner, the Company's event space(s), such as private dining room(s), main dining area(s), etc.
2. Accurately represent and state Company policies to all potential and present clients.
3. Only provide leads for event space(s) (private or semi-private dining). Company will facilitate all the details pertaining to the event booked from leads.
4. Work directly with Company for all leads and bookings.

### Company agrees to:

1. Pay a Referral Fee to Supplier for booking each event ("Qualified Booking") based on the final event check, after paid in full by client. Should a Qualified Booking lead to a subsequent event booked directly (not through Supplier), Supplier shall not be entitled to any Referral Fee.
2. Pay the Referral Fee at a rate of 10% of the subtotal of sales for each Qualified Booking based on all food, beverage, and rental/venue/facility (when applicable) sales. Taxes, gratuities, surcharges, and other miscellaneous fees are not considered part of the Referral Fee.
3. Pay the invoice submitted by Supplier within 30 days of receipt payable to:

DINEvent  
7834 N. 11<sup>th</sup> Avenue  
Phoenix, AZ 85021

*Invoices paid later than 60 days are subject to a 10% late fee. A subsequent 10% charge is added each month full payment is not received after 60 days.*

4. Maintain its usual and customary rates and pricing for all events regardless of Supplier involvement. It is the specific intent of this provision to preclude Company from increasing rates or pricing due to Supplier involvement.
5. Should client need to cancel the Supplier referred event, standard cancelation practices for Company apply to the client. Canceled events are subject to 10% Referral Fee.
6. Notify Supplier of any changes to the reservation including cancelation or date changes.

Restaurant Connect dba DINEvent  
7834 N. 11<sup>th</sup> Avenue, Phoenix, AZ 85021

Last Modified 12/7/2023



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7. Provide Supplier 30-days written notice should Company wish to terminate this Agreement, otherwise the Agreement does not expire. Supplier can terminate with 30-days written notice. If either party wishes to terminate for cause (failure of that party to live up to the terms of the Agreement), that can be done without 30-days written notice, provided written notice of the specific failure to honor the Agreement be given and the alleged party failing shall have the opportunity to cure within 72 hours if it chooses to do so.

### **Terms and Conditions**

1. Company represents that they have legal rights to images and/or print material that are provided to Supplier with signed releases by the photographer.
2. Under no circumstances shall Supplier be liable to Company or any third party for indirect, incidental, consequential, special or exemplary damages (even if advised of the possibility of such damages), arising from this agreement, such as, but not limited to loss of revenue or anticipated profits or lost business, costs of delay or liabilities to third parties arising from any source.
3. The parties agree to indemnify, defend, and hold each other harmless from all actions, causes of action, claims, demands, costs, liabilities, expenses (including reasonable attorneys' fees) and damages arising out of or in connection with any claim made by a third party that, if true, would be a breach by either party of any representation, warranty, or obligation to be performed by such party hereunder. If any action shall be brought against either party (the "Claimant") in respect to any allegation for which indemnity may be sought from the other party (the "Indemnifying Party") pursuant to the provisions of this section, Claimant shall promptly notify Indemnifying Party in writing, specifying the nature of the action and the total monetary amount sought or other such relief as is sought therein. Claimant shall not settle or otherwise compromise any claim without the written consent of Indemnifying Party, which consent shall not be unreasonably withheld. Claimant shall cooperate with Indemnifying Party at Indemnifying Party's expense in all reasonable respects in connection with the defense of any such action. Indemnifying Party may upon written notice to Claimant undertake to conduct all proceedings or negotiations in connection therewith, assume the defense thereof, and if it so undertakes, it shall also undertake all other required steps or proceedings to settle or defend any such action, including the employment of counsel that shall be satisfactory to Claimant, and payment of all expenses. Claimant shall have the right to employ separate counsel and participate in the defense at Claimant's sole expense. Indemnifying Party shall reimburse Claimant upon demand for any payments made or loss suffered by it at any time after the date of tender, based upon the judgment of any court of competent jurisdiction or pursuant to a bona fide compromise or settlement of claims, demands, or actions, in respect to any damages to which the foregoing relates.
4. Any delay or failure in the performance by either Party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purposes of this Agreement, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the Party claiming Force Majeure, including acts of God, fires, floods, explosions, riots, wars, hurricanes, sabotage terrorism, vandalism, accident, restraint of government, governmental acts, injunctions, labor strikes, global pandemic other than those of



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parties or its suppliers, that prevent parties from furnishing the materials or equipment, and other like events that are beyond the reasonable anticipation and control of the Party affected thereby, despite such Party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to a Party's failure to perform its obligations under this Agreement.

5. Supplier does not take any financial or legal responsibility for disputes between the Company and its contracted clients. All the indemnity provisions in Paragraph 3 above apply to any/all disputes between Company and Client.
6. This Agreement shall not represent an employee-employer relationship between the parties. Supplier is an independent contractor.
7. This Agreement replaces all previous versions of Supplier sales representative agreements and terms and conditions.