

Meals on the Move™

P.O. Box 2310, Rowlett, TX 75030 ♦ (469) 330-9700

Restaurant Name: _____ **Date:** _____

Contact Name: _____ **Phone:** _____

Restaurant Address: _____

Payment Address: _____

Discount Rate: _____ % **Weekly Marketing Fee:** \$ _____

1. **Meals on the Move (MOM)** is a restaurant marketing and delivery company that facilitates meal delivery to consumers. **MOM** will receive orders from consumers and fax them to the restaurant with an estimated pick-up time. Restaurant will provide to **MOM**, in a timely fashion, the same quality food served in the restaurant. **MOM** will arrange and pay for the delivery of the food by a contracted, insured, independent delivery driver. **MOM** operates as an independent franchisee of Meals on the Move International, LLC under a franchise agreement.

2. This agreement shall be for a term of one year from the date first written above. This agreement shall automatically renew for additional one year terms unless either party gives the other party written notice that it does not intend to renew at least 60 days prior to the expiration of the agreement.

3. **MOM** will purchase meals from the restaurant at the discount rate stated above. This discount shall be off the restaurant's regular menu price as printed in the restaurant's menu. Special order items not on the restaurant's regular menu will be quoted by the restaurant, and **MOM** will receive the same discount on those items. If the discount rate stated above is less than 35%, then **MOM** may increase the price of the items charged to its customers in an amount necessary for **MOM** to receive a 35% gross profit on the meals purchased from the restaurant. Restaurants will be paid by **MOM** weekly, with each pay week running from Monday through Sunday. Checks will be mailed to restaurant within 10 business days after the end of each pay period. It is understood that **MOM** also charges delivery and processing fees to its customers, and these fees belong solely to **MOM**. During the term of this agreement, Restaurant agrees that **MOM** will be its exclusive delivery service, and further agrees not to contract with, or provide meals for delivery, to any other delivery service.

4. **MOM** will contact the restaurant with any issues regarding food quality, incorrect preparation, or timeliness issues. Any adjustments to the customer, or extra delivery expenses incurred by **MOM**, will be deducted from the monies paid to restaurant. **MOM** will be responsible for any adjustments to the customers due to the handling of the food, order-taking errors or timeliness issues controllable by **MOM**.

5. **MOM** will be responsible to collect and remit any applicable sales taxes directly to the State. **MOM** will provide a copy of its State Resale Certificate to the restaurant. **MOM**, at its option, may choose to pay the sales tax collected on the food to the restaurant.

6. Restaurant will provide **MOM** with a current menu. Restaurant will notify **MOM** of any menu changes as soon as possible. Restaurant will inform **MOM** of any delays in food preparation. **MOM** will allocate additional time for orders over \$100.

7. **MOM** will carry insurance as required by state law. Restaurant will provide a copy of its liability insurance to **MOM**.

8. Restaurant will indemnify **MOM** from any claims, or expenses due to any product defects or mishandling by restaurant of its product.

9. **MOM** publishes a Menu Guide and other advertising materials, both printed and on-line, on a periodic basis. Restaurant hereby grants permission for **MOM**, at its sole option, to include restaurant's menu and logo in said menu guide and any/all other advertising and marketing. Menu guide will reflect prices charged to the customer as indicated in Paragraph Three. As consideration for its marketing expenses, restaurant agrees that **MOM** may deduct the Weekly Marketing Fee specified above from any monies paid to the restaurant by **MOM**.

Franchisee Legal Name

Restaurant's Legal Name

By Meals on the Move Franchisee

By Restaurant

Printed Name / Title

Printed Name / Title