

# Black Restaurant Week, LLC



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## Black Restaurant Week, LLC Performance and Indemnity Agreement

### Period of Performance

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The term of this Agreement shall be February 1, 2019 and shall continue through December 31, 2019.

### Scope of Work & Deliverables

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Black Restaurant Week (also known herein as the "Event") runs throughout the nation from February 2019 through December, 2019. By entering this Agreement, you become a Participating Restaurant in the Event and agree to offer your restaurant services to participating patrons as an official Event Participating Restaurant according to the terms herein. As a Participating Restaurant, you shall and agree to create a pre-fixe menu for patrons of a casual dining menu valued at \$15-\$25 or fine dining menu valued at \$35-45 during the Event as determined in your registration packet. Said registration packet is fully incorporated herein by reference.

In exchange for BRW's inclusion of Participating Restaurant in the Event, Participating Restaurant agrees to pay BRW a fee of TWO HUNDRED FIFTY DOLLARS AND NO/100 (\$250.00) (in the case of your participation in a two week Event) or ONE HUNDRED FIFTY DOLLARS AND NO/100 (\$150.00) (in the case of your participation in a one week Event). Said fee shall apply to the BRW Responsibilities outlined immediately below. The payment to BRW for services performed shall be paid directly to Black Restaurant Week LLC within thirty (30) days prior to the start date of the Event in Participating Restaurant's location as outlined in its registration packet. The Event will occur throughout Participating Restaurant's location as outlined in your registration packet and within twenty-five (25) miles in any direction thereof and will include restaurants owned, at least in part, by African-Americans, Africans, or Caribbeans.

### BRW Responsibilities

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BRW will provide the following for Participating Restaurant:

- Pre and post Event coverage
- Promotion throughout the market
- Cross marketing on all print and social media in connection to the Event
- Respective logos on all print and electronic materials in connection to the Event

## Participating Restaurant Responsibilities

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- Participating Restaurants must create at least one fixe-price multicourse meal during the Event.
- If Participating Restaurant holds a liquor license, it shall recommend one special cocktail, and/or one red and one white wine selection with its multicourse meal options.
- Participating Restaurant must participate for the dates outlined in its registration packet, and be open during its regular operating hours on each of these days.
- Participating Restaurant must submit their pre-fixe menus to BRW by a date to be determined by BRW in writing to Participating Restaurant. If Participating Restaurant submits its menu by this date, it will be allocated 75 complimentary menus. Any additional menus or late submissions will incur a SEVENTY-FIVE DOLLAR AND NO/100 (\$75.00) charge for every additional 75 menus and/or late submissions.
- Visibly display Event marketing materials to patrons at or near restaurant entrances to indicate your participation and offer the BRW menu as an option for dining.
- Participating Restaurant must communicate any and all changes to menus, policies and other agreed arrangements no later than ten (10) business days prior to the starting date of the Event. Thereafter, no changes to menus, policies and other agreed arrangements may occur without the prior written consent of BRW.

## Representations and Warranties; Indemnity

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Participating Restaurant represents that it has full authority to enter into this Agreement. BRW makes no representations or warranties as to its services provided hereunder. To the fullest extent permitted by law, Participating Restaurant shall indemnify and hold harmless BRW, and each of their directors, officers, agents and employees from and against all liability, loss, expense (including reasonable litigation costs and attorney fees), or claims for injury or damages arising out of the performance of this Agreement (Collectively, "Claim") to the extent the Claim arises from the negligence, willful act, breach of contract or violation of law by contract, its employees, agents, contractors, and/or officers.

## Termination

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BRW may terminate this contract, with or without cause, at any time by written notice to Participating Restaurant. Participating Restaurant may terminate this agreement at any time for good cause. Upon such termination, Participating Restaurant shall return to BRW all collateral and marketing materials, in the condition in which it was received, with normal wear and tear, to BRW.

## Notices

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All notices to either party hereunder shall be in writing and delivered by U.S. registered or certified mail, return receipt requested, to the addresses noted above.

## Miscellaneous

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This Agreement is entered into in the State of Texas and shall be governed by the laws of the State of Texas. Any disputes hereunder shall first be submitted to mediation or binding arbitration in Harris County, TX by a certified mediator or arbitrator mutually agreed to by the Parties herein before a lawsuit is filed by either party. The Parties' relationship hereunder is that of independent contractor. Nothing in this Agreement shall be construed to create any other relationship between the Parties unless otherwise expressed herein. No failure or delay of either Party in exercising its rights hereunder (including but not limited to the right to require performance of any provision of this Agreement) shall be deemed to be a waiver of such rights unless expressly made in writing by the Party waiving its rights. In the event that any provision of this Agreement shall be held invalid or unenforceable as contrary to any law, statute or regulation in that regard, the invalidity or unenforceability of such provision shall in no way affect the validity of any other provision of this Agreement, and each and every provision shall be severable from each and every other. This Agreement embodies the entire agreement between the parties hereto and supersedes all other prior agreements between the Parties in connection with the services described herein. This Agreement cannot be modified or supplemented except in writing and signed by both Parties. Neither Party shall be bound by or liable to the other for any representation, promise, or inducement, whether prior to or concurrent with, made by any agent or person in the others employ, not embodied in this Agreement.