

ZipEatery.com Restaurant Agreement

When complete, place application in a mailing envelope along with a copy of your menu and color logo, and
SHIP TO: ZipEatery.com 2999 Evesham Rd. Voorhees NJ 08043. Call Albin Montagnaro at **609-922-3244** for questions.

PLEASE PRINT CLEARLY AND LEGIBLY

Location ___ of ___

I. MERCHANT INFORMATION	
MERCHANT LOCATION INFORMATION	MAIN CONTACT INFORMATION
Legal Name	Main Contact Name (Print) Title
DBA Name	Main Contact Mobile Phone
DBA Address	Main Contact Email Address <input type="checkbox"/> CC Order Confirms
City State Zip	Secondary Contact Name (Print) Title
General Phone Fax Number 1	Secondary Contact Mobile Phone
Phone 2 (if applicable) Fax Number 2 (if applicable)	Secondary Contact Email Address <input type="checkbox"/> CC Order Confirms
Store Email Address (if applicable) for Sending Order Confirms	Store Website Address (if applicable)
Hours of Operation: Please list the hours of operation at your restaurant Mon ___ to ___ Tues ___ to ___ Wed ___ to ___ Thurs ___ to ___ Fri ___ to ___ Sat ___ to ___ Sun ___ to ___	
Menu Price: Circle one on scale of 1 (least expensive) to 4 (most expensive): \$ \$\$ \$\$\$ \$\$\$\$	

II. CATEGORY SEARCH MAPPING			
Please select one or multiple categories that apply to your restaurant type and menu.			
<input type="checkbox"/> American/Pub/Burgers <input type="checkbox"/> Bagels & Spreads <input type="checkbox"/> Barbecue <input type="checkbox"/> Breakfast <input type="checkbox"/> Cajun <input type="checkbox"/> Caribbean <input type="checkbox"/> Cheesesteaks <input type="checkbox"/> Chinese <input type="checkbox"/> Comfort Foods <input type="checkbox"/> Deli <input type="checkbox"/> Dessert	<input type="checkbox"/> Diner <input type="checkbox"/> Eastern Mediterranean <input type="checkbox"/> French <input type="checkbox"/> Greek <input type="checkbox"/> Hot Dogs <input type="checkbox"/> Indian <input type="checkbox"/> Indonesian <input type="checkbox"/> Irish <input type="checkbox"/> Italian <input type="checkbox"/> Japanese <input type="checkbox"/> Korean	<input type="checkbox"/> Kosher <input type="checkbox"/> Mediterranean <input type="checkbox"/> Mexican <input type="checkbox"/> Middle Eastern <input type="checkbox"/> Moroccan <input type="checkbox"/> Organic <input type="checkbox"/> Pan Asian <input type="checkbox"/> Panini <input type="checkbox"/> Pantry Items <input type="checkbox"/> Pasta <input type="checkbox"/> Persian	<input type="checkbox"/> Pizza <input type="checkbox"/> Sandwiches/Wraps <input type="checkbox"/> Seafood <input type="checkbox"/> Southwestern <input type="checkbox"/> Soups & Salads <input type="checkbox"/> Steaks & Chops <input type="checkbox"/> Sushi <input type="checkbox"/> Thai <input type="checkbox"/> Vegetarian <input type="checkbox"/> Vietnamese <input type="checkbox"/> Wings <input type="checkbox"/> Other _____

III. ONLINE ORDERING RULESET	
Pickup & Delivery Options	<input type="checkbox"/> Pickup Only <input type="checkbox"/> Delivery Only <input type="checkbox"/> Both Pickup/Delivery
Zip Code Delivery Radius (miles – circle one):	<input type="checkbox"/> N/A 5 7 10 15 20 Other: _____
Expected Delivery Time for ASAP Dining Orders	<input type="checkbox"/> 30 to 45 minutes <input type="checkbox"/> 45 to 60 minutes Other: _____
Minimum Delivery Order:	<input type="checkbox"/> N/A or \$ _____
Delivery Charge (choose one)	<input type="checkbox"/> None <input type="checkbox"/> Flat: \$ _____ <input type="checkbox"/> Percentage: ____%
Advanced Notice Required For Catering Orders	<input type="checkbox"/> 24 hours <input type="checkbox"/> 36 hours <input type="checkbox"/> 48 hours <input type="checkbox"/> Other: _____
Send Order Confirmation to:	<input type="checkbox"/> Store Email <input type="checkbox"/> Local Fax <input type="checkbox"/> Both Email & Fax

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IV. Custom Menu Homepage Graphics (Optional \$50 Design Charge)

- Yes. Please customize my menu homepage. No Thanks. I'll take the standard Dining Category graphic.
- If Yes is selected above, check here if you will be supplying your own artwork. Otherwise, please indicate any slogans, colors, or themes you would like our Design Professionals to incorporate into your custom designed homepage menu graphic.

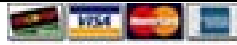
V. Color Logo For ZipEatery Directory & Menu

- Scan color logo off the website (if applicable) Scan color logo off menu/flier/other (Include with signed application)

VI. ANNUAL MENU MAINTENANCE PLAN @ \$125

The plan includes unlimited quarterly updates to your online menu. Billings commence in the 2nd year of your ZipEatery.com subscription. All restaurants are automatically subscribed to this plan.

VII. MERCHANT SERVICES STATUS (check one)



- Under Contract for ___ months as of ___/___/___ Current Processor: _____
- Not Under Contract (Amenable to switch in exchange for waiving of One-Time Menu Setup Fees. Call Albin @ 609-922-3244)
- Not Under Contract (Unwilling to switch)

VIII. SERVICE FEE CHART

Monthly service charges are retained from your monthly check payment based on the total order volume generated in the previous month as follows. Please note ZipEatery.com absorbs ALL credit card processing fees (3%, on average) and absorbs ALL loyalty program redemption fees from our corporate clients (2%).

Order Volume	Service Fee %
\$1 to \$1,000	18%
\$1,001 to \$2,000	17%
\$2,001 to \$3,000	16%
\$3,001 to \$4,000	14%
\$4,000+	12%

IX. BILLING INFORMATION

If paying by check, please make check payable to "ZipEatery". **IMPORTANT:** If paying by CC, please ensure the proper **Billing Address** tied to the major credit card being used is indicated below.

Billing Option: Check Major Credit Card Menu Setup Fee(s) N/A. Merchant Agrees to Merchant Services Switch. .

<input type="checkbox"/> AMERICAN EXPRESS <input type="checkbox"/> VISA <input type="checkbox"/> MASTERCARD	Card Number: _____	Expiration Date: _____
	Customer Name: _____	

Billing Address (Where CC statement is mailed):

Customer Signature: _____	One-Time Menu Setup Fee: \$ 300.00
Special Instructions:	# of Add. Locations: _____ x \$100 = \$ _____
	Personalized Menu Home Graphics: \$ 50.00
	Total Charges: \$ _____

X. VENDOR QUESTIONNAIRE (Please check the appropriate boxes from your primary food vendors)

- Stavola Foods Novick Bros. Villa Meat Sysco US Foods Roma Foods Rostelli Foods OTHER _____

NOTE: Please complete a separate Page 1 for each additional location, if applicable. Additional Location discounts only apply to franchises or licensed locations that share identical branding and similar menu requiring minor modifications.

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ENTIRE AGREEMENT -- PLEASE READ CAREFULLY -- THIS CONSTITUTES A LEGAL CONTRACT

Key Definitions

For purposes of this agreement, the following terms have been defined:

a) **ZipEatery.com Directory Services** - Comprises the following: (1) All demographics, menu items and all other online content published for the Merchant on the ZipEatery.com website at www.zipeatery.com, (2) Electronic and Internet interfaces established between ZipEatery.com and trusted third parties for the management and maintenance of the website, (3) Consumers' ability to use ZipEatery Directory Services to register online and/or search for participating restaurants, and (4) Consumers ability to order food online and pay by credit card.

Terms & Conditions Between ZipEatery.com and the Merchant

This Agreement between ZipEatery.com and the Customer (also referred to as the "Merchant") becomes active at the time ZipEatery Directory Services is activated on ZipEatery.com's Internet website at <http://zipeatery.com>.

I. AGREEMENT TO FULFILL ECOMMERCE ORDERS: Merchant acknowledges and agrees to abide by the terms, conditions, policies & procedures set forth by ZipEatery.com and agrees to fulfill the orders submitted to Merchant's restaurant through the ZipEatery.com ordering process timely, accurately, and completely. Merchant is responsible for proof of any menu text, logos, graphics, and other text appearing on Merchant's listing at ZipEatery.com. ZipEatery.com is not responsible for any typographical errors in text and menu prices, and/or distortion of artwork on <http://zipeatery.com>. Merchant also expressly agrees not to encourage customers obtained through ZipEatery.com to bypass the online ordering process by calling the Merchant directly to place future orders. Merchant understands doing so will result in immediate termination of Merchant's directory listing and menu from <http://zipeatery.com>.

II. PRIVACY & ANTI-SPAMMING POLICY: Merchant understands that ZipEatery.com will be collecting demographic data of Merchant's own customers for the purposes of executing orders initiated by customers through ZipEatery.com. ZipEatery expressly agrees not to share or sell this data with any third parties not involved in the process of fulfilling food orders through ZipEatery.com. ZipEatery will rely primarily on email for notifying customers of orders placed through ZipEatery.com and other pertinent administrative related notices required for managing customers' accounts through ZipEatery.com. Merchant also agrees to comply with all of ZipEatery.com's anti-spamming and privacy policies (as published on www.zipeatery.com).

III. TERM, AUTO-RENEWAL AND TERMINATION:: This Agreement shall be effective upon the date hereof for a term of twenty-four (24) months. This agreement will automatically renew for additional 1 year terms, unless notice is provided in writing by Merchant 60 days prior to the termination of the agreement. As long as this agreement is in force, all ZipEatery Directory Services shall continue to be maintained. In the event of a material breach, this Agreement shall terminate at the sole discretion of ZipEatery.com. If Merchant terminates this agreement prior to its term, ZipEatery.com will charge the merchant for any monies owed (e.g., service fees, menu maintenance fees) and will promptly deactivate Merchant's directory listing and menu hosted on ZipEatery.com.

IV. INDEMNIFICATION: ZipEatery.com will not be liable for any damages the Merchant may suffer arising out of acts of God, use or inability to use, ZipEatery Directory Services (i.e., unforeseen Internet or website outages) or related products unless such damages are caused by an intentional and willful act of ZipEatery.com. ZipEatery.com will indemnify and hold Merchant harmless against any claims or demand by any third party that any use of software provided by ZipEatery.com to Merchant hereunder, infringes any U.S. copyright or patent. Except for such indemnity, Merchant agrees to indemnify ZipEatery.com harmless against any claim or demand by any third party due to or arising out of the use by Merchant of ZipEatery.com Directory Services and related products provided hereunder. Merchant shall be liable for and shall indemnify and defend ZIPEATERY.COM from and against any claims in anyway arising from or related to (i) the alleged infringement of patent, trademark, design, copyright or any other intellectual property rights in relation to the Merchant's use of the services and (ii) Merchant use or inclusion of any information, photographs, art work or other content (including without limitation claims based on invasion of privacy, right of publicity, the Communications Decency Act of 1996, obscenity or pornography, and the violation of any states or ordinances or other laws).

V. TRANSMISSIONS: Merchant is solely responsible for the content of any transmissions from the Merchant and any third party utilizing Merchant's facilities or ZipEatery.com's facilities. Use of other organization's network or computing resources is subject to their respective permission and usage policies. Merchant agrees to comply with all applicable laws with regard to the transmission and use of information and content, solicitation of any activity that is prohibited by applicable law. Merchant further agrees not to use ZipEatery.com Directory Services for illegal purposes, to interfere with or disrupt other network users, network services or network equipment.

VI. ONLINE USE AND ADVERTISING WAIVER: Customer(s) understand that Online use, and related products and services provided under this Agreement, may require registration and related administrative reports which are public in nature. In addition Merchant(s) agrees ZipEatery.com may include its restaurant name in any published listing or advertisement of ZipEatery.com Merchants. Merchant also agrees to affix the ZipEatery.com window decal to storefronts permitting such decals to be affixed.

VII. FINAL AGREEMENT: This Agreement, together with any Addenda, including the Terms and Conditions Between ZipEatery.com. and the Merchant, constitutes the entire agreement of the parties with respect to the services and product provided hereunder and supersedes any prior agreements. These terms and conditions shall prevail notwithstanding any different or additional terms and conditions in any forms provided by Merchant. No waiver of any rights hereunder shall be deemed to be a waiver of the same right on any other occasion. This section of the Agreement shall be governed by the laws of the State of New Jersey without regards to conflicts of law principles.

MERCHANT AGREED AND ACCEPTED:

I have read and agreed to the terms of this agreement. The officer(s) identified have the authority to execute this Service Agreement with ZIPEATERY.COM on behalf of the corporation or LLC if applicable.

X _____
Authorized MERCHANT or Officer Signature

_____ Date

LAST QUESTION

XI. How did you hear about ZipEatery.com (Please help us credit the source of the referral).

Print Advertising Word-of-Mouth Direct Mail Local Food Services Rep: _____
Please print name here.