



## **Restaurant & Snap Delivered Agreement**

**Name of Restaurant:** \_\_\_\_\_

**Restaurant Phone#:** \_\_\_\_\_

**Restaurant Address:** \_\_\_\_\_

**Contact Person/Phone:** \_\_\_\_\_

**Contact Person Email:** \_\_\_\_\_

**Preferred Email for Report Summary:** \_\_\_\_\_

### **Delivery Hours:**

**Monday:** \_\_\_\_\_

**Tuesday:** \_\_\_\_\_

**Wednesday:** \_\_\_\_\_

**Thursday:** \_\_\_\_\_

**Friday:** \_\_\_\_\_

**Saturday:** \_\_\_\_\_

**Sunday:** \_\_\_\_\_

THIS AGREEMENT is by and between Snap Delivered, hereafter referred to as RMS (Restaurant Marketing Service) and \_\_\_\_\_, hereafter referred to as RESTAURANT located at:

\_\_\_\_\_  
Commencing on or before \_\_\_\_\_, for a period of month to month from the start date, RMS will promote and contract drivers and dispatchers for execution of delivery from RESTAURANT's designated locations to neighborhood residences, hotels and businesses, between the hours the RESTAURANT and RMS are open for business. Marketing and Delivery Service coordinated by RMS shall continue each month indefinitely. This agreement may be canceled immediately by either party by written notice or modified by mutual written agreement with at least 30 days' notice. RMS selects, assigns, and supervises all DRIVERS. RESTAURANT plays no role in the selection, supervision, or assignment.

RESTAURANT will handle all ordering with the Restaurant Manager On-Line Ordering System and RMS will not be involved or responsible for the ordering process. Restaurant will provide well packaged and labeled meals in a timely fashion. RMS will be an available delivery Agent ONLY.

Independent DRIVERS will pick up food from RESTAURANT's designated locations, then deliver food to the customers. RMS will deduct \$2.00 per order and then ACH the remainder of the cost of the order in its entirety to the restaurant once a week on Tuesday for the preceding week . A week will consist of Monday at 12 am through Sunday at 12 am. RESTAURANT is responsible to pay appropriate sales tax to the proper city, county, and state municipalities, based upon food delivery location.

The RESTAURANT will include information on the RM On-Line Ordering site explaining the delivery charge method of collection for the delivery fees and tips.

The RESTAURANT will download the Snap Delivered RM App and utilize the App to submit driver requests for all delivery orders received.

RMS will provide the OPTION for the RESTAURANT to be listed on RMS website. RMS will create a link to the RM Customers OLO portal, utilize independent drivers and Snap Delivered dispatchers as necessary to execute delivery of Restaurant's food.

During the term of the agreement, RESTAURANT may use RMS's name, logo and telephone number in their advertising to promote the fact that their food is available for delivery through the RMS website.

During the term of the agreement, RMS shall have the non-exclusive, non-transferable right to use Restaurant's name and logo in RMS advertising, promoting the fact that the Restaurant's food is available for delivery in a limited area through RMS.

During the term of the agreement customer service will be provided through [support@snapdelivered.com](mailto:support@snapdelivered.com) for customer support and through the dedicated customer service line.

**Additional Provisions:**

Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the Florida without regard to conflict of law principles.



**Entire Agreement:** This Agreement contains the entire agreement and understanding between the parties hereto and supersedes any prior or contemporaneous written or oral agreements, representations, and warranties between them respecting the subject matter hereof.

**Amendment:** This Agreement may be amended only by a writing signed by RMS and a duly authorized representative of Restaurant.

**Severability:** If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place, or circumstance, shall be held to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition, as applied to other persons, places and circumstances, shall remain in full force and effect.

**Construction:** The headings and captions of this Agreement are provided for convenience only and are intended to have no effect in construing or interpreting this Agreement. The language in all parts of this Agreement shall be in all cases construed according to its fair meaning and not strictly for or against either party.

**Rights Cumulative:** The rights and remedies provided by this Agreement are cumulative, and the exercise of any right or remedy by either party hereto (or by its successor), whether pursuant to this Agreement, to any other agreement, or to law, shall not preclude or waive its right to exercise any or all other rights and remedies.

**Notices:** Any notice, request, consent or approval required or permitted to be given under this Agreement or pursuant to law shall be sufficient if in writing, and if and when delivered by overnight delivery service or sent by certified or registered mail, with postage prepaid, to the RESTAURANT or to the RMS' principal office, as the case may be.

**Disputes:** Any controversy, claim or dispute arising out of or relating to this Agreement or the parties' relationship, either during the existence of the relationship or afterwards, between the parties hereto, their assignees, their affiliates, their attorneys, or agents, may be litigated solely in state or federal court in Las Vegas, Nevada. Each party (1) submits to the jurisdiction of such court, and (2) waives the defense of an inconvenient forum. EACH PARTY, TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AS TO ANY ISSUE RELATING HERETO IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER MATTER INVOLVING THE PARTIES HERETO.



RMS shall indemnify, defend and hold RESTAURANT and its customers harmless against all claims resulting from the negligence or willful misconduct of RMS and its agents. RESTAURANT shall indemnify, defend and hold RMS and its customers harmless against all claims resulting from the negligence or willful misconduct of RESTAURANT and its agents. IN WITNESS WHEREOF, this Agreement is entered into as of the date first set forth above.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

**RESTAURANT:**

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name/ Title

\_\_\_\_\_  
Date

**Snap Delivered:**

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name/ Title

\_\_\_\_\_  
Date

