

**LUNCHLOBBY
VENDOR AGREEMENT**

THIS VENDOR AGREEMENT (this “Agreement”) is made effective as of the later of the dates set forth below the signatures (the “Effective Date”) by and between LunchLobby, LLC, a California limited liability company (“LUNCHLOBBY”) and the undersigned food service company (“VENDOR”).

RECITALS

WHEREAS, LUNCHLOBBY operates pop-up kitchen style venues and restaurant spaces throughout Ohio (the “Facilities”).

WHEREAS, VENDOR operates a licensed restaurant and/or catering service and will utilize the Facilities to provide pop-up kitchen style restaurant catering services and operates as an independent contractor and not as an employee of LUNCHLOBBY.

WHEREAS, LUNCHLOBBY desires to engage VENDOR for Services (as defined below) for the Facilities and VENDOR desires to provide such Services, on the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing promises and mutual covenants, and for other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the parties agree as follows:

AGREEMENT

1. **SCOPE OF SERVICES.** LUNCHLOBBY hereby engages VENDOR, and VENDOR hereby agrees, to provide these pop-up kitchen style services occasionally (the “Services”):

1.1 LUNCHLOBBY grants to VENDOR the non-exclusive license to cater functions occasionally at the Facilities. For this purpose the VENDOR is granted the privilege of using the Facilities, kitchen, equipment, fixtures, and all material installed with the Facilities to perform the Services.

1.2 VENDOR shall provide all personnel, dishes, silverware, glassware, linens, and other utensils and equipment used with the Services, sufficient in quantity to accommodate all patrons of the Facilities required to provide the Services.

1.3 Except for those items required by this Agreement to be furnished by LUNCHLOBBY, VENDOR shall furnish or provide all materials (including equipment and supplies, uniforms and any other equipment) and all other items to perform the Services and to carry out and perform all of VENDOR’s obligations under or pursuant to this Agreement. VENDOR acknowledges that total Compensation (as defined below) set forth on Exhibit A, is inclusive of all personnel, materials and transportation required to provide the Services.

1.4 VENDOR shall comply with and conform to all rules, regulations and directives issued by LUNCHLOBBY or their designees from time to time and shall cause its Representatives (as defined below) to comply with and conform to all of the same.

1.5 Vendor shall furnish and provide the highest quality food and beverages to the patrons of the Facilities, use and employ courteous, efficient, and capable employees or personnel, and shall do and perform all Services in a professional high-quality and first-class manner and shall at all times maintain a Symbol of Excellence food service rating as issued by the applicable County Department of Health for public food service establishments or comparable rating agency. Upon request from LUNCHLOBBY, VENDOR shall immediately reassign or remove from the performance of the Services hereunder any of its employees or personnel supplied by VENDOR, including any supervisory personnel, who, in the sole judgment of LUNCHLOBBY, engage in improper conduct, are not suitably attired or neatly groomed, or are not otherwise, in the reasonable judgment of LUNCHLOBBY, suitable or acceptable to perform the Services or any tasks assigned to them.

1.6 Vendor agrees to maintain all the Facilities used by it in good condition, order, and repair, and agrees promptly, following each usage, to clean premises used and to restore the Facilities and premises to the same condition as they were prior to the usage, except for reasonable wear and tear. Vendor also agrees to repair promptly all such Facilities damaged during the use by the Vendor of the Facilities, regardless of who the damage may be caused by and regardless of whether the damage is caused by the negligence of the Vendor, its servants, agents, workers, or employees. On the failure to promptly repair any damage, the Vendor shall reimburse LUNCHLOBBY for any repairs made by the board to any part of the facilities so damaged.

2. **TERM.** The term of this Agreement shall commence as of the Effective Date and shall continue for successive one year periods, unless sooner terminated in accordance with the terms and conditions of this Agreement.

3. **COMPENSATION.** As full and complete compensation for all of the Services to be provided by VENDOR pursuant to this Agreement, VENDOR shall remit payment to LUNCHLOBBY in advanced at the time of booking the Facilities and made a part hereof (the "Compensation").

4. **SAFETY AND LEGAL REQUIREMENTS; AUTHORITY.** Without in any way limiting any other term or provision of this Agreement or any obligation of VENDOR hereunder, VENDOR shall do or cause to be done all of the following: (a) perform the Services in a first-class manner that shall protect the health and safety of VENDOR and LUNCHLOBBY employees, agents and the public generally; (b) comply with all laws, policies, rules, and regulations applicable to the Services; (c) obtain, maintain and comply with all licenses, permits, franchises and approvals from any governmental authority that may be required to enable VENDOR to perform all of the Services and fulfill all of its obligations under this Agreement. VENDOR represents and warrants that it has the full right and authority to enter into and fully perform this Agreement in accordance with its terms and that this Agreement constitutes a valid, binding and enforceable agreement of VENDOR, and the execution, delivery and performance of this Agreement will not violate the provisions of any agreement to which it is a party or by which it is bound.

5. **INDEMNIFICATION.** VENDOR agrees to indemnify, defend and forever save and hold harmless LUNCHLOBBY, its affiliates or related entities, artist(s), co-promoters (if any), and sponsors and their respective principals, shareholders, members, partners, officers, directors, employees, representatives, landlords, agents, contractors and volunteers (sometimes collectively referred to herein as the "LUNCHLOBBY Indemnitees" and individually as a "LUNCHLOBBY Indemnitee"), from and against any and all damages, claims, losses, demands, costs, expenses (including attorneys, fees and costs), obligations, liens, liabilities, actions and causes of action, threatened or actual, which any one of the LUNCHLOBBY Indemnitees may suffer or incur arising directly or indirectly out of or in connection with the performance of the Services or the failure of VENDOR or its officers, directors, shareholders, owners, employees, representatives, agents, contractors or volunteers ("Representatives") to perform the Services in accordance with the terms of this Agreement, except to the extent arising from the gross negligence or willful misconduct of LUNCHLOBBY. The foregoing indemnification shall survive any termination or the expiration of the term of this Agreement.

6. **INSURANCE.** Without in any way limiting or altering the indemnification requirements of VENDOR under or pursuant to this Agreement, VENDOR shall, at its sole expense, procure and at all times maintain during the term of this Agreement all of the following insurance: (a) Commercial general liability insurance with a limit of not less than \$1,000,000 per each occurrence and \$2,000,000 in the aggregate, (b) to the extent applicable, workers' compensation insurance with statutory benefits as required by any state or federal law and employer liability insurance, (c) to the extent applicable as it would pertain to the Services, business auto liability insurance with a limit of not less than \$1,000,000 each accident. Concurrently with the execution of this Agreement and at such other times as reasonably requested by LUNCHLOBBY, VENDOR shall deliver to LUNCHLOBBY certificates of insurance confirming the existence of the insurance required by this Agreement and which shall endorse LUNCHLOBBY and their respective affiliates as additional insureds. Nothing contained herein shall be construed as limiting in any way the extent to which VENDOR may be held responsible for payment of damages or other sums to persons or property resulting from VENDOR's or VENDOR's Representatives' performance or failure to perform under this Agreement or resulting from any other acts or failure to act on the part of VENDOR.

7. **WAIVER BY VENDOR.** VENDOR agrees that LUNCHLOBBY shall not be responsible for any loss or damage to any property of VENDOR resulting from fire, theft or any other cause unless due to the gross negligence or willful misconduct of LUNCHLOBBY and, except to the extent expressly provided herein, VENDOR expressly assumes all risks of loss, damage or destruction of or to any of its property resulting from any such causes.

8. **TERMINATION.** This Agreement may be terminated (a) by LUNCHLOBBY immediately upon notice to VENDOR if VENDOR fails, refuses or neglects to perform each and every one of the Services to be performed by VENDOR under or pursuant to this Agreement or upon the breach by or failure of VENDOR to perform any of its obligations or covenants under this Agreement, (b) by LUNCHLOBBY, with or without cause, upon three (3) days written notice to VENDOR, or (c) by VENDOR upon the failure of LUNCHLOBBY to perform any of its material covenants and conditions hereunder which has not been cured within thirty (30) days following written notice from VENDOR to LUNCHLOBBY, or, if cure is not possible within said thirty (30) day period, if LUNCHLOBBY has not taken meaningful steps within such time period to cure such default.

9. **INDEPENDENT CONTRACTOR STATUS.** VENDOR is engaged hereunder as an independent contractor and as such shall be solely responsible for full compliance with all requirements under all laws and regulations now or in the future applicable to VENDOR, its business affairs and its performance of its duties under or pursuant to this Agreement, including, without limitation, state and federal taxes applicable to this Agreement (including payroll taxes), unemployment insurance and other insurance applicable and necessary with respect to its employees and all of its duties and obligations as an employer. The relationship created by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be deemed or construed as creating any partnership, joint venture, employment relationship, agency or other relationship between the parties or to make LUNCHLOBBY liable for the debts or obligations of VENDOR. This Agreement creates no tenancy interest, leasehold estate, or other real

property interest. Notwithstanding anything in this Agreement to the contrary, LUNCHLOBBY and VENDOR agree that the relationship is not that of landlord-tenant or lessor-lessee and this Agreement in no way shall be construed as to grant to VENDOR of any title, easement, lien, possession or related rights in LUNCHLOBBY'S business, the Facility, or anything contained in or on Facility. No Representative of VENDOR shall be deemed at any time to be an employee, servant, or agent of LUNCHLOBBY for any purpose whatsoever. VENDOR shall require all of its Representatives to refrain from making any representation by word or conduct whereby any other person might understand or believe that such persons are Representatives of LUNCHLOBBY.

10. **INTELLECTUAL PROPERTY.** VENDOR agrees that (a) nothing in this Agreement is intended to convey any ownership or other rights in the trademarks, service marks, copyrights or other intellectual property rights belonging to the LUNCHLOBBY, artist(s) or their respective affiliates (collectively, the "Trademarks"), (b) ownership of all such Trademarks shall remain the property of their owners, and (c) VENDOR will not use any Trademarks under any circumstances without the prior written consent of LUNCHLOBBY, which consent LUNCHLOBBY may withhold in its sole and absolute discretion.

11. **OWNERSHIP OF WORK PRODUCT.** Any and all work product created by VENDOR or its agents, employees or sub-suppliers within the scope of the Services does and shall belong to LUNCHLOBBY together with all associated rights, title and interest in and to such work product. VENDOR acknowledges that any and all copyrightable work done for LUNCHLOBBY under this Agreement shall be "work made for hire" under U.S. Copyright Law (17 U.S.C. § 101). If such work product is eligible for work made for hire, VENDOR hereby assigns to LUNCHLOBBY all rights, title and interest in all such work product, including patents, copyrights, and other intellectual property rights. VENDOR waives any and all claims that it may now have or hereafter have in any jurisdiction to "moral rights" of rights of "droit moral" with respect to such work product. In addition, to the extent such rights may not be waived, VENDOR covenants not to assert such rights against LUNCHLOBBY or its licensees, successors or assignees.

12. **CONFIDENTIAL INFORMATION; NON-CIRCUMVENT.** During the term of this Agreement, VENDOR and its Representatives may gain access or be exposed to certain confidential and proprietary information relating to the business of LUNCHLOBBY or its affiliates. VENDOR agrees, for itself and its Representatives, that all such confidential and proprietary information shall remain and be kept in strictest confidence and shall not be disclosed to or used by any person or entity without the prior written consent of LUNCHLOBBY, which consent may be withheld by LUNCHLOBBY in its sole and absolute discretion. The obligation to maintain confidentiality provided herein shall survive any termination or expiration of the term of this Agreement and may be enforced by injunctive relief or other equitable or legal remedies without the necessity of proving inadequacy of legal remedies and without proving that LUNCHLOBBY or any of its affiliates or Representatives would suffer irreparable harm as a result of a violation of such confidentiality obligation. VENDOR further agrees that it will not directly or indirectly circumvent LUNCHLOBBY or create work for or engage in any work for hire, consulting or employment with any of LUNCHLOBBY'S customers, business relationships or its enterprises.

13. **EFFECT OF AGREEMENT/ASSIGNMENT.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and to their respective permitted successors and assigns; provided, however, that this Agreement may not be assigned by VENDOR, nor may any of VENDOR'S duties hereunder be delegated, without the prior written consent of LUNCHLOBBY. Notwithstanding any other term or provision of this Agreement, it is expressly understood and agreed by VENDOR that LUNCHLOBBY shall have the right to designate another entity, including, without limitation, one of its affiliated or related entities, to manage and direct the Services to be provided by VENDOR hereunder, and VENDOR agrees to fully cooperate with and comply with all directives and directions of any such other entity.

14. **NOTICES.** Any and all notices under this Agreement will be given via email, and will be effective on the first calendar day after being sent. All notices will be sent via email to the email addresses specified on this Agreement.

15. **WAIVER.** No course of dealing or delay by either party to this Agreement in exercising any right, power or remedy under this Agreement will operate as a waiver of any right, power or remedy of that party, and no waiver by a party of a breach of any provision of this Agreement will not be considered or constitute a waiver of any succeeding breach of the provision or a waiver of the provision itself.

16. **CHOICE OF LAW; FORUM SELECTION CLAUSE; ATTORNEYS' FEES.** The validity, interpretation, construction and enforcement of this Agreement shall be governed and controlled by the laws of the State of Ohio, without regard to that State's rules with respect to choice of law. Any dispute arising out of or related to this Agreement must be brought in federal or state court and the parties hereby consent to the exclusive jurisdiction and venue of such forum. If either party commences a legal action against the other party in connection with this Agreement, the losing party shall reimburse the prevailing party for the reasonable attorneys' fees and expenses which it may incur in such action, whether or not such action is prosecuted to a final and non-appealable judgment.

17. **UPDATES TO THIS AGREEMENT.** Company may from time to time in its discretion, terminate, amend, modify or supplement Agreement, and will provide e-mail notice to Vendor of these updates. Vendor will be deemed to have accepted the new terms of the Agreement through continued use of the Facilities and providing Services beyond the time of notice.

18. **ENTIRE AGREEMENT / MISC.** This Agreement expresses and contains the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes and replaces any and all prior agreements and understandings, either oral or written, with respect to the subject matter hereof. If any covenant, term or provision of this Agreement is deemed to be contrary to law, that covenant, term or provision will be deemed separable from the remaining covenants, terms and provisions of this Agreement and will not effect the validity, interpretation or effect of the remainder of this Agreement. This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement. Facsimile, electronically scanned, electronic and/or digital signatures shall be deemed original for all purposes. The parties agree to take such further acts and to execute such further documents that may be necessary or convenient to carry out the intents and purposes of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement and have made it effective as of the day and year vendor creates an account with LUNCHLOBBY.

VENDOR:

Company Name:

By: _____

Name: _____

Title: _____

Date: _____

Email Address: _____

**LUNCHLOBBY LLC,
a California limited liability company**

By: [Signed Electronically]

Name: Jeremy Reed

Title: Managing Member