



In-N-Out Burger Cookout Agreement

Event ID#: E#####
13502 Hamburger Lane
Baldwin Park, CA 91706
(626) 813-8295

This Cookout Agreement (this "Agreement") is made and entered into as of x/x/xxxx (the "Effective Date"), by and between In-N-Out Burger and "customer name" (the "Customer"), located at "customer address".

Event Information:

Event Date: Sat, 5/4/2019
Client: Sample Contract

Time: 10:00 pm - 11:30 pm
Service Time: 1.5 Hrs
Number of Meals: 147

Event ID#: E29617

Estimated Event Total: **\$1,700.00**
Minimum Food Charge: \$1,700.00
Estimated Total Also Includes:
(Tax included in estimated total)
Mileage/Out of Area Surcharge: 0.00
Incidental Charges: 0.00

Order:

Number of Trucks: **1** - 147 (this truck/each truck)
Description: **147** - Hamburgers, Cheeseburgers, Double-Doubles®, Chips and Drinks

Event Address:

Site Name
Site Address

Site Contact Information:

Your Name
Phone: (xxx) xxx-xxxx
Mobile: () -
Email:

Event Name: "Event Name"

Customer/Billing Details:

Customer Information

(xxx) xxx-xxxx

Key Dates:

Signed Contract Due: **x/x/xxxx**
Deposit Due: **x/x/xxxx**
Full Payment due: **x/x/xxxx**
Final Date for Refund: **x/x/xxxx**

I have read the above Event Information, and agree to the "Terms and Conditions" and any attachment or addendum and agree to all provisions therein.

Date

Signature

Company/Organization

Printed Name

TERMS AND CONDITIONS

- SITE SELECTION:** In-N-Out Burger reserves the right to pre-approve the location of any event at which In-N-Out Burger Truck may appear and shall have the right, upon request, to inspect the site in advance. The In-N-Out Burger Truck requires a solid and level surface and sufficient space for parking both the truck and our employee support vehicle to accompany the truck for the duration of your event. In-N-Out Burger reserves the right to relocate the In-N-Out Burger Truck if it deems the parking area or any portion thereof, to be unacceptable. If the desired parking area requires property parking permits, In-N-Out Burger is not responsible for obtaining them. **Cookout Trucks require 75 feet of parking space, with 14 feet overhead clearance and a width of at least 11 feet.** In-N-Out Burger cannot park in any residential drive-ways. Please be aware that some areas may be inaccessible due to narrow or steep roads and low overhanging trees.

Truck Information

- Length: 57' - We will need about 75' for parking or 8-9 parking spaces
- Width: 10' - Safe width for access is 11'. Our entire set-up (EZ-up and table) will need 25' of space.
- Height: 13' (Safe clearance height of 14' needed)
- Bottom rail clearance height: 10"
- Rear tractor axle - front trailer axle spacing: 25'
- Weight: 50,000 Lbs



- COSTS:**
 - PRICES, SALES TAX & MARK-UP:** The total cost of Customer's Event with The In-N-Out Burger Truck will be determined by the amount of food Customer orders prior to the Event, plus sales tax. Prices, terms and conditions quoted herein are subject to change. Should any such change occur, Customer will be notified no less than 60 days prior to the date of the Event.
 - MINIMUM EVENT CHARGE AND GUARANTEE:** The "minimum charge" or "guarantee" is calculated in the following manner: (a) \$1,700 plus \$100 for every half hour of service time used beyond one and a half (1 1/2 hours). Please note that product cannot be substituted for unused meals to satisfy the minimum.
 - INCIDENTAL CHARGES:** If unusual circumstances exist, In-N-Out Burger may assess an incidental charge. All such charges shall be noted in the Incidental Charges section prior to executing this Agreement.
 - COLLECTION OF MONEY:** In-N-Out Burger will NOT collect any money from individuals attending the Event. Rather, Customer is responsible for selling and collecting all funds.
 - DEPOSIT:** A \$500 deposit, per truck, is required to hold the date. Deposits are non-refundable if the Event is cancelled less than 14 days from the scheduled Event date. The receipt of Customer's deposit by In-N-Out Burger will confirm the reservation of the Event. The full amount of the deposit will be credited against the total charges for the In-N-Out Burger Truck service. MasterCard, Visa, Discover and American Express are accepted. Checks will be accepted, but must clear no less than 10 days prior to the Event date.
 - BALANCE DUE:** Final payment must be made at the end of the Event, by check, VISA, MasterCard, Discover or American Express. Cash will not be accepted unless prior arrangements have been made.
 - CANCELLATION:** If Customer chooses to cancel their Event or reschedule to a different date, this must be done 14 days prior to the Event date to receive any type of refund. Deposits are non-refundable after this time.

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3. **PROMOTIONAL MATERIALS:** The In-N-Out Burger name, logo, trademark and graphics (“Names and Marks”) may only be used on printed materials relating to Customer’s Event and may not be included in any form of electronic advertising, including, without limitation, radio, television, etc. All printed materials (including, without limitation, posters, tickets or other promotional materials) using the In-N-Out Burger’s Names and Marks must be approved by the In-N-Out Burger Marketing Department in advance of production of such materials. Please e-mail any design to pcutworth@innout.com for review (typically 24-hour turn-around and approvals). In-N-Out Burger reserves all rights, title and interest in and to its Names and Marks; Customer hereby acknowledges and agrees that by this Agreement In-N-Out Burger is not granting to Customer any license of any kind to use In-N-Out Burger’s Names and Marks.
4. **FOOD HANDLING AND SERVICE:** Customer expressly understands and agrees that only In-N-Out Burger associates shall cook the burgers at the Event. In addition, Customer expressly agrees that no personnel, other than In-N-Out Burger associates, shall serve burgers to guests at the Event.
5. **CHANGES IN TERMS OF AGREEMENT:** In-N-Out Burger Cookout Trucks do not carry extra product. In-N-Out Burger will only come prepared to serve what is ordered on page (1) of this Agreement (see “Order”) and must all be served within the scheduled time. If Customer desires to change the time, location or menu of their Event as originally agreed to in this Agreement, Customer must inform In-N-Out Burger of such a change no later than seven (7) days prior to the scheduled date of the Event and is subject to availability. Please note that In-N-Out Burger may be unable to make any change in the Event if this advance notice is not provided.
6. **INSURANCE AND INDEMNIFICATION REQUIREMENTS:** Customer acknowledges and warrants that it has adequate liability insurance in place for the property where the Event is to be held. Upon In-N-Out Burger’s request, Customer shall provide In-N-Out Burger with a Certificate of Insurance, or a copy of the homeowners’ insurance policy, indicating that adequate liability insurance is in place for the property where the cookout is to be held.
 - A. Except to the extent any action or claim arises out of the gross negligence or intentional misconduct of In-N-Out Burger or any of its employees, owners, officers, directors and agents, Customer hereby agrees to indemnify, defend and hold harmless In-N-Out Burger and its affiliates, related business entities, successors, assigns, employees, owners, officers, directors and agents, and each of them, from and against any and all actions or claims that Customer or Customer’s guests, invitees and representatives may have, and against any and all other actions or claims, which in any way relate to or arise out of Customer’s Event.
 - B. Except for any liability arising out of its gross negligence or intentional misconduct, In-N-Out Burger does not, and shall not be required to, assume any liability for any damages or losses arising from or relating to Customer’s Event.
 - C. Customer hereby acknowledges and agrees that In-N-Out Burger and its employees, owners, officers, directors and agents shall not have any liability to Customer for any claims, liabilities or expenses arising out of or relating to the Event in excess of the fees actually paid by Customer to In-N-Out Burger pursuant to this Agreement, except to the extent any such claim, liability or defense has been finally judicially determined to have resulted primarily from the gross negligence or intentional misconduct of In-N-Out Burger.
7. **LIMITATION OF LIABILITY:** In no event shall In-N-Out Burger or any of its owners, officers, directors, employees, contractors or suppliers be liable to Customer for any punitive, special, exemplary, incidental, consequential or other indirect loss or damage (including, but not limited to, loss of profits, loss of revenue, loss of opportunity and loss of use) that may arise out of or in connection with this Agreement, including, but not limited to, damages or costs resulting from In-N-Out Burger’s failure to provide the service regardless of whether such damages could have been foreseen, prevented or had been advised of. Under no circumstance will the collective liability of In-N-Out Burger and its owners, officers, directors, employees, contractors or suppliers, for any damages incurred, ever exceed the amount paid or payable by Customer to In-N-Out Burger under this Agreement regardless of the form of action, whether based on contract, tort, negligence, strict liability, products liability or otherwise.
8. **RIGHT TO RESCIND:** In-N-Out Burger reserves the right, at any time, to unilaterally rescind this Agreement and/or to deny service to Customer, even after the Event has commenced, if Customer’s Event is not conducted (or any person related to the Event does not conduct themselves) in a manner consistent with applicable law and the policies, practices or image of In-N-Out Burger. In particular, In-N-Out Burger is committed to providing and supporting a drug-free environment for its customers and Associates. In-N-Out Burger may, on its own discretion, unilaterally rescind this Agreement and/or deny service to Customer should Customer’s Event in any way involve or support illegal or legal drug use, including marijuana.

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9. **GOVERNING LAW AND VENUE:** The laws of the State of California shall govern this Agreement. If a dispute arises in connection with or relating to this Agreement, it shall be subject to the exclusive jurisdiction and venue of the state and federal courts located in Orange County, California, and the parties consent to the personal and exclusive jurisdiction and venue of these courts.
10. **FORCE MAJEURE:** The parties to this Agreement will be excused from the performance of this Agreement in whole or in part if the performance by In-N-Out Burger or Customer of any of its material obligations under this Agreement is prevented by operation of law or any cause beyond the reasonable control of such party, including without limitation fire, flood, disruption of transportation (but not the failure of a party to reasonably anticipate possible transportation delays), earthquake, public disaster, strike, labor dispute or unrest, accident, breakdown of electrical or other equipment, riot, war, insurrection, civil unrest, Act of God, any act of any legal or governmental authority (all of which causes are referred to as "events of force majeure"). If the Event is cancelled or curtailed because of the occurrence of any of the foregoing events of force majeure, In-N-Out Burger shall remit the full portion of the deposit, less any out-of-pocket costs incurred by In-N-Out Burger, in connection with the cancelled or curtailed Event.
11. **MISCELLANEOUS:** This Agreement constitutes the entire agreement between the parties and supersedes any and all prior offers, negotiations and agreements. Only a written agreement executed by the parties shall modify or amend this Agreement. If any provision of this Agreement is declared invalid, the remaining provisions shall remain in full force and effect. The section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
12. **PRODUCT PRICES:** The total cost of Customer's cookout Event will be determined by the amount of food used, at the current prices below and other charges described on page one or the "Minimum Charge" of \$1,700.00, whichever is higher. Prices, terms and conditions quoted are subject to change; should this occur, Customer will be notified no less than 60 days prior to the cookout date.

<u>Individual Items:</u>	<u>Cost</u>	<u>Meals Including Chip & Drink:</u>	<u>Cost</u>
Hamburgers	\$4.80 + tax	Hamburger Meal	\$8.40 + tax
Cheeseburgers	\$5.30 + tax	Cheeseburger Meal	\$8.90 + tax
Double-Doubles®	\$6.90 + tax	Double-Double® Meal	\$10.50 + tax
Grilled Cheese	\$4.70 + tax	Grilled Cheese Meal	\$8.30 + tax
20 oz. Fountain Drinks	\$2.35 + tax		
Chips	\$1.25 + tax		

13. **FUNDRAISING POLICY:** If Customer chooses to sell tickets as a fundraiser for an organization, In-N-Out Burger maintains a strict policy on maximum fund raiser prices that may be charged for our products. The maximum markup on each item is 25% on top of the cost, before sales tax. If at any time these price maximums are exceeded, Customer's cookout event will be terminated.

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