

TOP MIX TV SHOW

Restaurant Agreement

This **Agreement** is made on the _____ day of _____, 20____ between **Lighted Way**, herein and thereafter called **LW**, and _____, herein and after called **The**

Restaurant. **LW** is in the business of creating TV shows. **LW** is currently in production of a **Top Mix TV Show**. **LW** is offering **The Restaurant** the ability to promote the **Top Mix TV Show** to its patrons.

LW will create a 3 to 5-minute promo video for **The Restaurant**. The value of the promo video is \$5,000, which will be covered by **LW**. This will be considered a **LW** business expense. There will be no upfront cost to **The Restaurant** for this video.

The Restaurant will receive:

- A 3 to 5-minute promotional video about **The Restaurant**, spotlighting the chef, the bar and attributes and esthetics that make **The Restaurant** outstanding and unique. For that video, **The Restaurant** will agree to work with **LW** exclusively as pertains to the business model and all concepts and/or ideas presented to **The Restaurant** by **LW**.
- 3 months of social media promotion regarding **The Restaurant** and the **Top Mix TV Show**.
- License to use the **Top Mix TV Show** in all **The Restaurant's** marketing material
- Use of all recipes for specialty drinks created by **LW's** mixology design team

Confidentiality: **The Restaurant** acknowledges that it is very important to keep all confidential information belonging to **LW** absolutely confidential and to protect its release to the public. **The Restaurant** agrees not to divulge, report or reveal, for any purpose, any confidential information which **LW** has disclosed to **The Restaurant**. **The Restaurant** acknowledges that this pairing concept and the **Top Mix TV Show** belongs to **LW**. If **The Restaurant** chooses to apply this original concept, they will only do so with **LW**.

Legal Expenses: In the event that legal action is brought to enforce or construe any term of this Agreement, the prevailing party will be entitled to recover, in addition to any other damages or award, all reasonable legal costs and fees associated with the action.

Expenses: **The Restaurant** will not be reimbursed for any expenses incurred in connection with providing the services above. Compensation provided will be out of net profits acquired by **LW** and **The Restaurant** in connection with **The Top Mix TV Show**. **The Restaurant** will determine its own pricing per participating patron, and **LW** will receive \$39 per participating patron. **The Restaurant** understands that this is a business venture, and no profits are guaranteed.

Non-Solicitation: Any attempt of **The Restaurant** to induce others to leave the **LW** independent contractor/employer relationship or any effort by **The Restaurant** to interfere with the **LW** relationship with his/her independent contractors would be harmful and financially damaging to **LW**. **The Restaurant** agrees that during the terms of this Agreement, and for a period of 3 years after the end of the term, **The Restaurant** will not in any way, directly or indirectly:

- Induce or attempt to induce any independent contractor, or other technician to **LW**, to quit employment or retainer with **LW**
- Otherwise interfere with or disrupt **LW** relationship with its independent contractors
- Discuss employment opportunities or provide information about competitive employment to any of **LW** independent contractors or consultants
- Solicit, entice or hire away any independent contractor for other service provider, other than services provided by **LW**

Time is of the Essence: Time is of the essence regarding this Agreement and of every part hereof. No extension or variation of this Agreement will operate as a waiver of this provision.

Entire Agreement: It is agreed that there is no representation, warranty, collateral agreement nor condition affecting this Agreement, except as expressed in it.

Severability: In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Currency: Unless otherwise provided for, all monetary amounts referred to herein will be paid in US dollars.

Governing Law : It is the intention of the parties to the Agreement that this Agreement and the performance under this Agreement, and any suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Colorado, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Agreed and Signed:

Signed: _____

Karen Boone, Trustee, Lighted Way Trust

Date: _____

Signed: _____

Printed Name: _____

Position with Restaurant: _____

Restaurant Name: _____

Mailing Address: _____

Physical Address, if different: _____

Phone Number(s): _____

Email: _____

Date: _____