

**Restaurant**

**Marketing Agreement**



This Restaurant Marketing Agreement between [INSERT COMPLETE RESTAURANT BUSINESS NAME], a [INSERT SHORT DETAIL ABOUT THE RESTAURANT BUSINESS] principally located at [INSERT COMPLETE BUSINESS ADDRESS OF THE RESTAURANT] and referred to as “RESTAURANT BUSINESS" and [INSERT COMPLETE MARKETING COMPANY NAME], a [INSERT SHORT DETAIL ABOUT THE MARKETING COMPANY] principally located at [INSERT COMPLETE BUSINESS ADDRESS OF THE MARKETING COMPANY] and referred to as “MARKETING COMPANY”. This Agreement will take effect on [INSERT DATE].

A. [INSERT NAME OF RESTAURANT BUSINESS] shall provide [SPECIFY WHAT TYPE OF PRODUCT OR SERVICE] to the [INSERT TARGET MARKET; SPECIFY CUSTOMER TYPE AND DEMOGRAPHIC IN BRIEF DETAIL ON THIS SECTION]. [INSERT NAME OF MARKETING COMPANY] shall provide [SPECIFY BUSINESS-RELATED SERVICES PARTICULARLY MARKETING BUSINESS ACTIVITIES] to the specified target market. Both parties shall work with cooperation in order to effectively market specific [SPECIFY WHAT TYPE OF PRODUCT OR SERVICE] as stipulated on [INSERT AGREEMENT SECTION]. The purpose of this Agreement is to describe marketing relationship in which both parties shall work cooperatively and shall undertake in mutually agreed [SPECIFY TYPE OF MARKETING BUSINESS ACTIVITIES]. This is to help promote each party’s products and services to [INSERT DETAIL] in [INSERT NAME OF CITY/STATE] area.

B. In terms of domain, this Agreement is designed for [INSERT NAME OF CITY/STATE] area.

C. Both [INSERT NAME OF RESTAURANT BUSINESS] and [INSERT NAME OF MARKETING COMPANY] shall take part of the following elements within [SPECIFY TERRITORY].

* Both parties will let their sales force know regarding the presence of this Agreement. Subsequently, there will be a joint [SPECIFY TYPE OF MARKETING PLAN] about the different aspects of this marketing relationship, as well as the benefits that each party will gain afterwards. Moreover, [INSERT NAME OF RESTAURANT BUSINESS] and [INSERT NAME OF MARKETING COMPANY] may jointly agree in order to provide [INSERT DETAIL] towards each other’s [SPECIFY DETAIL] for [SPECIFY REASON] and [SPECIFY REASON].
* Each party has the full right to provide presentations that show it’s major products and services. This also includes the [SPECIFY TYPE OF MARKETING ACTIVITIES] relevant to this Agreement. These should be appropriate for marketing events and related gatherings.
* Both [INSERT NAME OF RESTAURANT BUSINESS] and [INSERT NAME OF MARKETING COMPANY] will appoint a [SPECIFIC NAME OF POSITION] to act as the [INSERT SPECIFIC TASKS OR DUTIES] with respect to this Agreement. [SPECIFY DEPARTMENT] will be the ones to determine specific [SPECIFY GOALS AND SALES OPPORTUNITIES] and this will be achieved through [SPECIFY IF MONTHLY OR WEEKLY] meetings. Additionally, there should be proper reports and tracking of records subsequently in achieving stated goals.
* Both parties shall backup each other when it comes to [SPECIFY WHAT KIND OF MARKETING ACTIVITY OR TASK] as agreed by these parties under this Agreement.
* There will be no releasing of any publicity documents that contains important information concerning this Agreement without the other party’s consent. On the other hand, both parties

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may determine a jointly agreed [INSERT DESCRIPTION] of the [INSERT DETAILS] or [SPECIFY PROMOTIONAL STRATEGY]. While this Agreement is in effect, either party may involve the other party’s name as part of the list of entities.

* Part of the agreed element is the production of [SPECIFY WHAT TYPE OF PRODUCT OR SERVICE]. This will determine future case studies regarding [INSERT DETAIL].
* [INSERT NAME OF RESTAURANT BUSINESS] and [INSERT NAME OF MARKETING COMPANY] shall provide their respective logos. This process is solely in accordance with this Agreement.
* As for the marketing materials, each party shall contribute ideal and relevant [SPECIFY TYPE OF MARKETING COLLATERAL] and other items needed for promotional purposes. This is for dissemination of [SPECIFY SALES ITEM] and [SPECIFY SALES ITEM]. Both parties may jointly agree in making [SPECIFY TYPE OF MARKETING STRATEGY] that is in conformity of this Agreement.
* [INSERT NAME OF MARKETING COMPANY] will provide [INSERT NAME OF RESTAURANT BUSINESS] a [SPECIFY DESCRIPTION OF THE MARKETING SERVICES PROVIDED] of [INSERT DETAIL] at price amounting to [INSERT AMOUNT AND RELEVANT CURRENCY OF THE STATE].
* Both parties shall agree in correspondent for marketing promotions and showcases.

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| --- | --- | --- | --- | --- | --- |
| **Objective** | **Cost**  | **Location** | **Progress & Goals** | **Duration**  | **Resource Budget** |
| **Target Market Section** | **Route to Specific Market** | **Progress** | **Goals** |
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D. Contracting elements. [INSERT NAME OF RESTAURANT BUSINESS] shall come into agreement with [INSERT NAME OF MARKETING COMPANY’s] [SPECIFY TYPE OF PRODUCTS OR SERVICES] directly with the [SPECIFY DEPARTMENT OF THE MARKETING COMPANY]. There will be a gathering of [INSERT DETAIL], [INSERT DETAIL], [INSERT DETAIL], and [INSERT DETAIL]. [INSERT NAME OF MARKETING COMPANY] will also come into separate services for [INSERT DETAIL]. This is to produce adequate amount of [SPECIFY WHAT TYPE OF PRODUCT OR SERVICE] towards consumers.

E. Nevertheless, neither party shall be compelled to come into any agreement with any other party. However, the parties shall correspond in good terms with [SPECIFY WHAT ORGANIZATION OR AGENCY]. Furthermore, each party shall not act in such ways that may create or interfere the purpose of [SPECIFY MARKETING STRATEGY]. Both parties shall agree into having [INSERT DETAIL].

F. As for the expenses, unless otherwise agreed by both parties, there will be specific obligations when it comes to expenses in conformity with this Agreement.

G. This Agreement will still be in effect unless either party will terminate such Agreement herein. Each party has the right to cease this Agreement at any time in the event there is breach by the other party that has not accrued within [SPECIFY HOW MANY DAYS] days written notice.

H. Both [INSERT NAME OF RESTAURANT BUSINESS] and [INSERT NAME OF MARKETING COMPANY] authorize a nonexclusive right to present and showcase their respective logos or trademarks in which this is subject to the provisions of this Agreement. The use of logo or trademark is subject for approval to the other party, in a sense that such approval should not be delayed hereto. There will be no acquiring of rights of ownership to any [SPECIFY DETAILS], [SPECIFY DETAILS], [SPECIFY DETAILS], [SPECIFY DETAILS], and [SPECIFY DETAILS]. Each party will terminate this Agreement using [INSERT METHOD].

I. [INSERT NAME OF RESTAURANT BUSINESS] and [INSERT NAME OF MARKETING COMPANY] shall make no representations of any kind, this is in respect to any [INSERT DETAIL] or [INSERT DETAIL] by such party in accordance with this Agreement.

J. Both [INSERT NAME OF RESTAURANT BUSINESS] and [INSERT NAME OF MARKETING COMPANY] as well as their respective [INSERT DETAIL], [INSERT DETAIL], [INSERT DETAIL], and [INSERT DETAIL] be liable for [SPECIFY REASON], [SPECIFY REASON], [SPECIFY REASON], [SPECIFY REASON], [SPECIFY REASON], and [SPECIFY REASON] or otherwise.

K. With regard to confidential information, such information divulged by [INSERT NAME OF RESTAURANT BUSINESS] or [INSERT NAME OF MARKETING COMPANY] shall be regulated by the [SPECIFY TYPE OF AGREEMENT]. Such Agreement will come in between parties hereto.

L. As this Agreement is in effect, there will be no joint venture, [SPECIFY MORE DETAIL], [SPECIFY MORE DETAIL], [SPECIFY MORE DETAIL], and [SPECIFY MORE DETAIL]. Furthermore, neither party shall quote prices for [SPECIFY WHAT TYPE OF PRODUCT OR SERVICE] unless otherwise agreed in a written Agreement by both parties.

M. This Restaurant Marketing Agreement holds the overall discernment of [INSERT NAME OF RESTAURANT BUSINESS] and [INSERT NAME OF MARKETING COMPANY] with respect to [INSERT DETAIL], [INSERT DETAIL], [INSERT DETAIL], [INSERT DETAIL], and [INSERT DETAIL].

N. Governing Ground Rules: [SPECIFY DESCRIPTION]

* This Agreement will be regulated under the [INSERT NAME OF CITY/STATE] law without future conflict of provisions of laws.
* In the event of disputes against the other party that have not been fixed by [INSERT NAME OF RESTAURANT BUSINESS] and [INSERT NAME OF MARKETING COMPANY], a written description of the said disputes should partake. This is in accordance with the [INSERT NAME OF INSTITUTION]. There should be independent cost and both parties shall divide the fees and expenses. Such proceedings will be confidential and must be treated as a rationale for dispute resolution. Furthermore, each party shall select a mediator from [INSERT DETAIL].
* If there are disputes that can’t be fixed by both parties or by any settlement, it will be settled by binding arbitration that is in conformity of this Agreement. Not unless if agreed, the [SPECIFY ARBITRATION PANEL] will comprise of the following:

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| **SAMPLE (A)** |
| **Arbitration Proceeding**  | **Sample Disputes or Claims** |
| * [INSERT DETAIL]
 | * [SPECIFY SAMPLE OF DISPUTE OR CLAIM]
 |
| **SAMPLE (B)** |
| **Specific Measures for Binding Arbitration** | **Sample Disputes or Claims** |
| * [INSERT DETAIL]
 | * [SPECIFY SAMPLE OF DISPUTE OR CLAIM]
 |

The arbitration proceeding will take place in a jointly agreeable area. [INSERT NAME OF RESTAURANT BUSINESS] and [INSERT NAME OF MARKETING COMPANY] shall bear their respective arbitration costs and shall divide the arbitrator’s fees. There is no arbitration award that will be provided for those who exceed the permitted arbitration proceedings under this Agreement.

* Either [INSERT NAME OF RESTAURANT BUSINESS] or [INSERT NAME OF MARKETING COMPANY] may seek [INSERT DETAIL] and [INSERT DETAIL] from any court in order to protect its confidential information, [SPECIFY MORE DETAIL], [SPECIFY MORE DETAIL], [SPECIFY MORE DETAIL], and [SPECIFY MORE DETAIL].
* During the effectivity of this Agreement and for [SPECIFY HOW MANY YEARS] after termination, neither party will hire a (an) [INSERT DETAIL], [INSERT DETAIL], [INSERT DETAIL], [INSERT DETAIL], or [INSERT DETAIL].
* All notices and other related elements must be in writing and must take effect during delivery, [SPECIFY NUMBER OF DAYS] after being delivered by an official mail carrier. Such notices must be addressed as follows:
	+ [INSERT SHORT DETAIL]
	+ [INSERT SHORT DETAIL]
	+ [INSERT SHORT DETAIL]
	+ [INSERT SHORT DETAIL]
	+ [INSERT SHORT DETAIL]
	+ [INSERT SHORT DETAIL]
	+ [INSERT SHORT DETAIL]
	+ [INSERT SHORT DETAIL]

Sample format:

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| For [INSERT NAME OF RESTAURANT BUSINESS]:[INSERT FULL NAME OF RESTAURANT BUSINESS CONTACT PERSON][INSERT COMPLETE BUSINESS ADDRESS OF RESTAURANT]ATTENTION: [INSERT CONTACT DETAILS FOR RESTAURANT BUSINESS AND ITS CONTACT PERSON]With a copy to: [INSERT SHORT DETAIL ON THE INSTITUTION WITH WHICH THIS COPY IS ENTITLED TO] |
| For [INSERT NAME OF MARKETING COMPANY]:[INSERT FULL NAME OF MARKETING COMPANY CONTACT PERSON][INSERT COMPLETE BUSINESS ADDRESS OF MARKETING COMPANY]ATTENTION: [INSERT CONTACT DETAILS FOR MARKETING COMPANY AND ITS CONTACT PERSON]With a copy to: [INSERT SHORT DETAIL ON THE INSTITUTION WITH WHICH THIS COPY IS ENTITLED TO] |

O. There will be no waiver of any contravention of this Agreement that will be effective unless made in writing and officially signed by [SPECIFY AUTHORIZED PERSONNEL]. In the event that there are unenforceable provisions of this Agreement, the fragment of this Agreement will not be afflicted. Other provisions hereto will be credible as permitted by [INSERT NAME OF CITY/STATE] law.

P. Other provisions regarding [INSERT DETAIL], [INSERT DETAIL], [INSERT DETAIL], [INSERT DETAIL], and [INSERT DETAIL] shall withstand the completion of this Agreement.

Both [INSERT NAME OF RESTAURANT BUSINESS] and [INSERT NAME OF MARKETING COMPANY] have made this Restaurant Marketing Agreement to be performed on [INSERT COMPLETE DATE] and by the following authorized individuals.

[INSERT NAME OF RESTAURANT BUSINESS CONTACT PERSON]

[INSERT JOB POSITION/TITLE OF CONTACT PERSON IN THE RESTAURANT BUSINESS]

[INSERT DATE]

[INSERT NAME OF MARKETING COMPANY]

[INSERT JOB POSITION/TITLE OF CONTACT PERSON IN THE MARKETING COMPANY]

[INSERT DATE]