

**APPLEBEE'S
DINING TO DONATE AGREEMENT**

THIS DINING TO DONATE AGREEMENT (“Agreement”) entered into effective as of the _____ day of _____, 20____ by and between _____ (“Organization”) at address _____ and _____ (“Applebee's”) at address _____.

The date(s) of the event will be: _____

RECITALS:

1. Organization is engaged in certain charitable endeavors, among which is included fundraising; and
2. Applebee's is a casual dining restaurant, and also makes arrangements for and provides certain fundraising events to take place in its restaurants (the “Restaurant”); and
3. Organization and Applebee’s desire to have Applebee's make arrangements for and provide a fundraising event (the “Event”) for Organization.

NOW, THEREFORE, for and in consideration of the covenants, promises and agreements herein contained, the parties hereto hereby agree as follows:

1. Event. The Event and the expectations of Organization and Applebee’s are each set out in ***Dining to Donate Organization Expectations***. Organization is responsible for advertising and distributing flyers for the Event. Flyers cannot be distributed on Applebee’s property. Flyers must be presented by guests at the time of order during the Event in order for Organization to receive funds.
2. Funds Raised. Organization must complete and return to Applebee’s prior to the Event an IRS Form W-9 Request for Taxpayer Identification Number and Certification Organization. Applebee’s will pay to the Organization a sum equal to _____ percent (_____ %) of the total guest checks for all flyers redeemed, as applicable on food and non-alcoholic beverages, excluding gift cards, alcoholic beverages, tax and tips. Applebee’s will pay such sum to Organization within thirty (30) days of the date of the Event.

- 3. No Sales. Organization understands and agrees that the Restaurant is a retail establishment and as such Organization cannot conduct any ancillary sales during the time of the Event.

- 4. Confidentiality and Non-Disclosure. Organization will keep confidential and will not disclose to any third party, without the consent of Applebee's, any trade secret, know-how, preparation technique, recipe, design or system of Applebee's of which they may acquire knowledge during the planning and implementation of the Event.

- 5. Compliance with Laws. Organization agrees that, in connection with the Event, it will comply with all applicable laws, ordinances, rules and regulations, whether federal, state or local relating to the Event.

- 6. Entire Agreement; Amendment; Survival; Governing Law. This constitutes the complete agreement and understanding between Organization and Applebee's concerning this Agreement. This Agreement supersedes all prior or contemporaneous proposals, representations, understandings, and other communications between the parties relating to the subject matter of this Agreement, whether oral or written, unless specifically incorporated herein by reference. This Agreement may only be amended by written agreement signed by Organization and Applebee's. All obligations hereunder which by the nature of the obligation survives the termination or expiration of this Agreement will survive the termination or expiration of this Agreement. This Agreement will be construed and governed in all respects in accordance with the laws of the State of Delaware.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

ORGANIZATION

By: _____
Name: _____
Title: _____

APPLEBEE'S

By: _____
Name: _____
Title: _____