



In-N-Out Burger Cookout Agreement

Cookout Department
13502 Hamburger Lane
Baldwin Park, CA 91706
(626) 813-8295

Event Information:

Event Date: Fri, 4/7/2017
Client: **SAMPLE CONTRACT**

Time: 6:00 pm - 7:30 pm
Service Time: 1.5 Hrs
Number of Meals: 148

Order:

Number of Trucks: 1 - 148 (this truck/each truck)
Description: **148 - Hamburgers, Cheeseburgers, Double-Doubles®, Chips and Drinks**

Event ID: E#####

Estimated Event Total: **\$1,600.00**
Minimum Food Charge: \$1,600.00

Estimated Total Also Includes:

(Tax included in estimated total)
Mileage/Out of Area Surcharge: 0.00
Truck Fry Premium: 0.00
Incidental Charges: 0.00

Event Address:

EVENT ADDRESS HERE

Event Name: PARTY NAME

Contact Information:

YOUR NAME
Phone: (xxx)xxx-xxxx
Mobile: (xxx)xxx-xxxx Fax: (xxx)xxx -xxxx
Email: **Your E-mail Address**

Customer Details:

Billing Name:
Billing Contact:
Billing Phone: (xxx)xxx-xxxx
Billing Address:

Key Dates:

Signed Contract & Deposit Due: **x/xx/xxxx**
Final date for 100% Refund: **x/xx/xxxx**
Full Payment due: **x/xx/xxxx**

We hope that this Cookout Agreement and Terms and Conditions will serve to acquaint you with the In-N-Out Mobile Unit service and that you and your group will be pleased with the service that In-N-Out brings to you.

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

Organization

TERMS AND CONDITIONS

1. **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 for parking, due to its weight. In-N-Out Burger reserves the right to relocate the truck if it deems the parking area or any portion thereof, to be unacceptable. **Our Cookout Trailers require 70 feet of parking space, with 14 feet overhead clearance and a driveway width of at least 11 feet.** Please be aware that some areas may be inaccessible due to narrow or steep roads or driveways and low overhanging trees

2. **COSTS:**
 - A) **PRICES, SALES TAX & MARK-UP:** The total cost of your event with The In-N-Out Burger Truck will be determined by the amount of food you order prior to the event plus sales tax. Prices, terms and conditions quoted herein are subject to change. Should any such change occur, you will be notified no less than 60 days prior to the date of the event.
 - B) **MINIMUM EVENT CHARGE AND GUARANTEE:** The "minimum charge" or "guarantee" is calculated in the following manner: (a) \$1,600 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 your minimum.
 - C) **INCIDENTAL CHARGES:** If unusual circumstances exist, In-N-Out may assess an incidental charge. All such charges shall be noted in the Incidental Charges section prior to executing this Agreement.
 - D) **COLLECTION OF MONEY:** In-N-Out Burger will NOT collect any money from individuals attending your event. Rather, you, the "customer," are responsible for selling and collecting all funds.
 - E) **DEPOSIT:** A \$500 deposit is required to hold the date. Deposits are non-refundable if an event is cancelled less than 14 days from the scheduled event date. The receipt of your deposit by In-N-Out Burger will confirm the reservation of your 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 your event.
 - F) **BALANCE DUE:** Final payment must be made at the end of your event, by check, VISA, MasterCard, Discover or American Express. Cash will not be accepted unless prior arrangements have been made.
 - G) **CANCELLATION:** If you choose to cancel your 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.

3. **PROMOTIONAL MATERIALS:** The In-N-Out Burger name, logo, trademark and graphics may only be used on printed materials relating to your 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 name, logo, trademarks or graphics ("Names and Marks") must be approved by the In-N-Out Burger Marketing Department in advance of production of such materials. Please e-mail your design to whill@Innout.com for review and typically 24-hour turn-around and approvals. In-N-Out Burger reserves all rights, title and interest in and to its Names and Marks; you hereby acknowledge and agree that by this Agreement In-N-Out Burger is not granting to you any license of any kind to use the Names and Marks.

4. **FOOD HANDLING AND SERVICE:** You expressly understand and agree that only In-N-Out associates shall cook the burgers at the event. In addition, you expressly agree that no personnel, other than In-N-Out associates, shall serve burgers to guests at the event.
5. **CHANGES IN TERMS OF AGREEMENT:** Trailers do not carry extra product. We will only come prepared to serve what you have ordered above and must all be served within the scheduled time. If you desire to change the time, location or menu of your event as originally agreed to in this contract, you must inform In-N-Out Burger of such a change no later than seven (7) days prior to the scheduled date of the event. 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 cookout is to be held. Upon In-N-Out's request, Customer shall provide In-N-Out 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, you hereby agree 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 you or your 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 your 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 your event.
- c) You hereby acknowledge and agree that In-N-Out Burger and its employees, owners, officers, directors and agents shall not have any liability to you for any claims, liabilities or expenses arising out of or relating to the event in excess of the fees actually paid by you 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 you 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 you 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 you, even after your event has commenced, if your 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.

- 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.

Date

Signature

**COOKOUT PRICES &
MAXIMUM FUNDRAISER PRICES THAT MAY BE CHARGED**

The total cost of your cookout 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 \$1,600.00, whichever is higher. Prices, terms and conditions quoted are subject to change; should this occur, you will be notified no less than 60 days prior to the cookout date.

In-N-Out maintains a strict policy on maximum fundraiser prices that may be charged for our products. Current maximums are listed below. If at any time these price maximums are exceeded, your cookout will be terminated

All prices listed below include sales tax at the rate of 8.75%, therefore; some counties may be slightly higher or lower and will be charged accordingly.

	Your Cost Including Sales Tax @8.75%	Maximum Fundraiser Price That May Be Charged	Profit To You
Individual Items:			
Hamburgers	\$4.60 + tax = \$5.00	\$6.25	\$1.25
Cheeseburgers	\$5.10 + tax = \$5.55	\$7.25	\$1.70
Double-Doubles®	\$6.70 + tax = \$7.29	\$8.25	\$0.96
Grilled Cheese	\$4.50 + tax = \$4.89	\$6.25	\$1.36
20 oz. Fountain Drinks	\$2.15 + tax = \$2.34	\$2.75	\$.41
Chips	\$1.05 + tax = \$1.14	\$1.50	\$.36
<u>Meals</u>			
Hamburger Meal (including chips & drink)	\$7.80 + tax = \$8.48	\$10.00	\$1.52
Cheeseburger Meal (including chips and drink)	\$8.30 + tax = \$9.03	\$11.00	\$1.97
Double-Double® Meal (including chips & drink)	\$9.90 + tax = \$10.77	\$12.00	\$1.23
Grilled Cheese Meal (including chips & drink)	\$7.70 + tax = \$8.37	\$10.00	\$1.63

_____ Date

_____ Signature

COOKOUT TRUCK INFO

Length: 56' – 8"	8-9 Parking Spaces (Approximately 75')
Width: 9' – 6"	14'-6" Setup 24'-6" Setup W/ Ez-up
Height: 13' – 2"	Safe Clearance Height: 13' – 6"
Bottom Rail Clearance Height: 10"	Rear Tractor Axle – Front Trailer Axle Spacing: 25'
Weight: 50,000 Lbs	Weight Sticker: 60,000 Lbs

