

# HIGH SIERRA DINING CLUB

## ADVERTISER'S AGREEMENT

This AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ by and between the **HIGH SIERRA DINING CLUB, A SUBSIDIARY OF PRO-MOTION, INC.** (hereinafter sometimes referred to as THE CLUB) of

1440 Samuel Way  
 Reno, Nevada 89509  
 Email: promobw@charter.net  
 www.promotioncoupons.net  
 Reno Phone/Fax: (775) 329-7283  
 Carson City Phone/Fax: (775) 882-0770

and \_\_\_\_\_  
 (Restaurant Name)

\_\_\_\_\_  
 (Address)

(hereinafter sometimes referred to as "MERCHANT" of (Telephone #) \_\_\_\_\_ (Fax #) \_\_\_\_\_)

WHEREAS MERCHANT wishes to advertise his goods or services to attract additional customers, AND WHEREAS THE CLUB agrees, at its' option, to provide advertising for MERCHANT in the form of discount offers contained in its national or local publications, newsletter and / or other promotional discount programs. IT IS THEREFORE AGREED AS FOLLOWS:

1. MERCHANT, his successors and assigns, agrees to provide free of charge: "One (1) complimentary entree, when another entree of equal or greater value has been purchased at the same time." Add restrictions below.

BLD - Breakfast, Lunch, Dinner (please cross out days closed/not accepting).

Please check, cross out or circle ALL that Apply

Sun	Mon	Tues	Wed	Thurs	Fri	Sat

- ( ) Unlimited Visits.

- ( ) No Limit.

( ) - Early Seating Hours (e.g. Sat 5pm-7pm ONLY) \_\_\_\_\_

- ( ) Max Value \$\_\_\_\_\_. Card / Coupon

2. MERCHANT agrees to honor all applicable THE CLUB dining cards, and / or discount offers properly presented at any time during regular business hours for 18 months from the date of this Agreement. Thereafter, this Agreement shall be extended on an annual basis until and unless either MERCHANT or THE CLUB shall notify the other by certified mail. The cancellation of this contract between the MERCHANT and THE CLUB shall be effective just as soon as it is feasible to remove the merchant from future printing and during this period the Merchant agrees to honor all THE CLUB cards and / or coupons until the membership that they appear in expires.

3. MERCHANT understands that in consideration for its entering into this Agreement, THE CLUB will perform various functions and procedures at its own expense, including but not limited to editorial, copywriting, typesetting, keylining, camera and artwork, prior to the publication of any year's discount offers. THE CLUB also agrees to bear all expenses in the promotion, sale, and distribution of the above named THE CLUB programs. MERCHANT hereby authorizes THE CLUB to use its name, logo, trademark, menu, photo, etc. THE CLUB agrees to indicate terms and conditions of use clearly on all discount offers.

4. If during the term of this Agreement or any extension thereof, MERCHANT shall sell his business, or substantially all of the assets of his business, for use as a going business, MERCHANT shall, as a condition of such sale, notify and require the purchaser thereof to assume MERCHANT'S obligations under and pursuant to this Agreement. Since it is impossible to revoke discount offers once they have been incorporated into THE CLUB program and / or distributed or sold to the general public, MERCHANT understands that failure to honor offers or failure to cause this Agreement to be assumed by a successor will cause irreparable harm to THE CLUB. MERCHANT therefore agrees that THE CLUB shall have the right to injunctive relief including specific performance of the terms of the Agreement. If the MERCHANT is found to be in breach of the Agreement, THE CLUB shall also be entitled to recover reasonable attorney's fees, costs and expenses incurred as a result of such breach.

Additional conditions, if any \_\_\_\_\_

### NOT VALID WITH ANY OTHER DISCOUNTS OR PROMOTINS

No representations of any kind or nature whatsoever have been made by either party hereto the other except those expressly set forth in this agreement.

PRINCIPAL \_\_\_\_\_

(Please Sign Here)

By \_\_\_\_\_ By \_\_\_\_\_

Address \_\_\_\_\_

City, State \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_



A SUBSIDIARY OF *PRO-MOTION, INC.*