

# **Restaurant Participation Agreement Form**

To be included in all marketing collateral, forms are due back by July 1, 2008. Should you miss this deadline you may still participate but may miss inclusion in some publications. Should you have any questions, please call Doreen Prinzo 609-449-7156.

## Advertising & Web Site Information to be published

Restaurant	Name							
Address				City				
Zip code		N	learest Cross	s Street				
Reservations phone # ()				Website www				
Hours of C	-	unch			Dinne	r		
Lunch Mon – Thurs Friday Saturday Sunday					·			
Open Tabl	e.com me	mber	Yes	No				
Type of Cu	usine							
Participati	ng in	Lunch & D	)inner	Dinner	Only	Lunc	h Only	
Participati		Check box f						
<u> </u>	Sun	Mon	Tues	Wed	Thur	Fri	Sat	
Lunch @ \$15.09								
Dinner @ \$33.09								

Chef's Biography	
Please send e-photo of chef to dprinzo@accva.com	
Restaurant Biography	
Please send e-photo to dprinzo@accva.com	

Menus for lunch and dinner must be e-mailed to <u>Dprinzo@accva.com</u> by January 12, 2008. Menus will be displayed on the web site and must be printed on menu paper (to be supplied by the ACCVA). During Restaurant Week each diner must be given the special menu as well as the regular restaurant menu.

- \_\_\_\_\_ I am a partner of the Atlantic City Convention & Visitors Authority and I agree to participate at the cost of \$150.
- \_\_\_\_\_

I am not a partner of the Atlantic City Convention & Visitors Authority and agree to participate at the cost of \$500.

To learn more about becoming an ACCVA marketing partner please call Doreen Prinzo at 609-449-7156 or go to <u>http://www.atlanticcitynj.com/partners.asp</u>

\_\_\_\_\_\_ restaurant will participate in the Atlantic City Restaurant Week March 1-7, 2009. The Atlantic City Convention & Visitors Authority and Restaurant Week Participant agree to the following:

#### The ACCVA shall the following at not additional cost to the participants:

1. Provide an AC Restaurant Week website listing the participating restaurants, profiles of the chef with photo, and information on the events and special offers taking place during the weeks as defined by the AC Restaurant Week participant and mutually agreed upon by ACCVA.

- 2. Secure an advertising campaign for AC Restaurant Week that will appear in, but not be limited to; newspapers, magazines, web, and radio.
- 3. Spearhead a comprehensive public relations plan to promote Atlantic City Restaurant Week.
- 4. Provide various meeting opportunities for the Restaurant Participant prior to and after the AC Restaurant Week as it relates to details, questions and AC Restaurant Week information.
- 5. Manage and maintain the Atlantic City Restaurant Week program.

### Duties and responsibilities of Restaurant Participant:

- 1. Supply a brief biography of the Restaurant Participant's restaurant and prominent chef along with images, including one digital photo of each.
- 2. Provide a special Restaurant Participant minimum 3-course menu for the week(s) at the fixed retail price of \$15.09 for lunch and \$33.09 for dinner. Menu items must exceed the total value retail price of \$15.09 for lunch and/or \$33.09 for dinner.
- Assume sole responsibility for all costs associated with participation of the Restaurant participant portion of AC Restaurant Week by agreeing to pay \$150 participation fee for ACCVA partners and \$500 for non-ACCVA partners. Restaurant Participant agrees to indemnify the ACCVA for all costs associated with the same.
- 4. Assume and provide all necessary planning, operational and managerial responsibilities for the conducting of Restaurant participant portion of the Atlantic City Restaurant Week.
- 5. Agree to utilize the ACCVA's Atlantic City Restaurant Week promotional materials, including a link on your website to ACCVA web site, include restaurant week in regional advertising or promotional for the first quarter of the year prior to restaurant week.
- 6. Agree to provide ACCVA with quantifying documentation of reservations/diners during AC Restaurant Week, which will be due to the ACCVA 4-weeks after event.

### Mutual duties and responsibilities of both the ACCVA and Restaurant Participant:

1. If the performance by either party of a non-monetary obligation under this Agreement is delayed or prevented in whole or in part by any cause not reasonably within its control (including, without limitation, inclement weather, acts of GOD, war, civil disturbances, accidents, damages to its facilities, labor disputes, acts of any governmental body, or delay of third parties) it shall be excused, discharged and released of performance to the extent such performance is so limited or prevented without liability of any kind. Restaurant participant shall inform labor staff of promotion and remind labor staff that gratuity, tax, and beverage not included in promotional prices.

- Termination of the Agreement may be initiated only when agreed upon by both parties, unless one party defaults under the terms and conditions of this agreement. In case of default, the nondefaulting party must provide written notice to the other party of the default and shall provide fifteen (15) days to cure the default. Any notice shall be delivered by certified mail to the addresses listed in agreement.
- 3. ACCVA and Restaurant Participant recognize each other as self-governing entities, and not agents of the other, and therefore shall conduct all business independently from one another.
- 4. The aforementioned Agreement represents the entire understanding between the parties relative to the Atlantic City Restaurant Week, and is intended to be fully binding upon the parties.

The restaurant listed in this "Agreement Form" has agreed to participate in the Atlantic City Restaurant Week 2009 and agrees to follow all terms outlined in the agreement and adhere to the rules and payment as agreed upon . Failure to either abide by the rules or failure to pay participation will result in a review of participation and possible expulsion from program.

Maureen Siman	Restaurant Name			
Vice President, Marketing Partnerhsip	Authorized Representative			
Atlantic City Convention & Visitors Authority	Title			
2314 Pacific Ave.	Address			
Atlantic City, NJ 08401				
•	Phone Fax			
	E-mail			
	Signature			
	Date			
	Contact Name			