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## DINEAmerica Affiliate Agreement

This is an agreement between: \_\_\_\_\_, DineAmerica Affiliate (hereafter referred to as Affiliate) and DineAmerica (hereafter referred to as DA) granting Affiliate the right to establish the DineAmerica Program in the location and in accordance with the procedures and compensations defined in this agreement.

DA offers restaurants valuable services including but not limited to: web design, advertising, credit card processing, mystery shopping, spotter service, star rating, and online ordering. DA offers frequent diners valuable savings including but not limited to: discounts at DA restaurants, discounts on ink and toner cartridges, discounts at DA hotels, and discounts on travel packages called Get-A-Way Specials. DA offers fund raising groups income generating programs. DA uses many methods to accomplish the previously mentioned services including but not limited to the DA website and the "DiningCard".

DA will expand its restaurant clientele, its DA members and its fund raising group customers into cities across the US through the DA Affiliate program. This expansion will increase the value to DA "DiningCard" holders who will have restaurant options in many additional locations when they travel or relocate.

DA will pay Affiliate 90% of DineAmerica membership fee collected in excess of \$5 within Affiliates territory. Annual memberships are typically sold for \$29.95 to \$60.00. Semiannual memberships are typically sold for \$24.95 to 39.95.

DA will pay Affiliate 50% of fee for banner ads, logo ads, tile ads, page ads and restaurant coupons sold on DineAmerica website.

DA will pay Affiliate 25% of website design and development fee and 25% of monthly hosting fee for restaurant websites sold.

DA will pay Affiliate 25% of customer loyalty program fee, email blast fee, and restaurant online newsletter fee sold.

DA will pay Affiliate 50% of commission received from credit card processing fees.

DA will pay Affiliate 50% commission on profit from printer, copier and fax supplies sold.

DA will pay Affiliate 50% of commission received from Alliance for Affordable Services memberships sold.

DA will pay Affiliate 50% of commission received from advertising sold on free menus, placemats and carryout menus for restaurants.

All commissions will be paid to Affiliate after DA receives payment for service rendered or membership sold. All commissions will be paid within 30 days of receipt by DA except in the event of natural disaster, war or other calamities or catastrophes in which case DA will pay as soon as reasonably possible.

**Affiliate's Responsibilities** include but are not limited to: Adding restaurants that will offer discounts to DA members either through the "DiningCard" or coupons or both. Offering previously mentioned services to restaurants for agreed upon fees. Collecting fees or assisting in collecting fees if necessary. Selling memberships in the DA program. Promoting DA in their territory.

**DA's Responsibilities** include but are not limited to: Maintaining the DA website. Adding restaurants promotional material to the website as outlined above. Promoting the DA website. Training and providing training and sales materials for Affiliate. Constantly improving the DA program to increase value for member restaurants, DA members and Affiliate.

Affiliate's territory will be \_\_\_\_\_  
Territory includes an approximate population of \_\_\_\_\_

Affiliate will pay to DA an annual fee of \_\_\_\_\_ to maintain the exclusive rights to this territory until or unless the following criteria are met.

1. Twenty five hundred (2,500) DA memberships are sold in one year and,
2. 100 restaurants are participating in the DA program within Affiliate's territory.

Once the above numbers are reached the annual fee to protect the exclusive territory will be waived.

**Confidential Information:** All information disclosed by DA, to Affiliate pursuant to this Agreement, other than such information that may be generally available to the public or the industry is solely for Affiliate's use in the conduct of Affiliate's business. Affiliate agrees to keep such information confidential.

**Notification of Change of Information:** It is the sole responsibility of the Affiliate to maintain current contact information, address, phone numbers, etc., with DA. Affiliate is to notify DA of any changes to contact information, address phone number, etc., within thirty (30) calendar days of such change, in writing. Failure to notify DA of such changes in writing within thirty (30) calendar days could result in termination of this Agreement and immediate termination of all commission due to Affiliate.

**Applicable Law:** This Agreement shall be governed by the laws of the State of Illinois.

**Commissions:** Will be made to and reported based on the following information:

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_ SSN/FIN: \_\_\_\_\_ EMAIL: \_\_\_\_\_

DRIVERS LICENSE NUMBER: \_\_\_\_\_

\_\_\_\_\_  
Affiliate Name Date: \_\_\_\_\_

\_\_\_\_\_  
Company Name (if applicable) Signature: \_\_\_\_\_

\_\_\_\_\_  
DineAmerica Mark Schlitt owner Date: \_\_\_\_\_