



**Groupdyne.com "5% Commission for Booked Events" \* Fax Signed Agreement to (206) 299-3356**

The following are the terms of the agreement between Groupdyne, Inc ("Company") and "5% Commission for Booked Events" venue member ("Member"). Member agrees to the terms and conditions outlined in this Agreement ("Agreement") This Agreement constitutes the entire and only agreement between the Company and the Member, and supersedes any and all prior or contemporaneous agreements, representations, warranties, and understandings with respect to the services and information provided by or through the Site, company staff, independent sales distributors, and the subject matter of this Agreement.

No Monthly Fee, No Long-term Contract. A Set-Up Fee of \$129.95 per venue is required.

- Member agrees to pay Groupdyne.com a **commission of 5% for ANY event request submitted via Groupdyne.com's online feature** that subsequently books. Even if the guest is a regular customer OR subsequently contacts the venue after finding them on Groupdyne.com via telephone or any other method outside of Groupdyne.com, the commission is still due.
- Commission is payable on the event subtotal [food & beverages only] before tax, tip, room rental etc.
- Member will receive a list of events that were scheduled to happen within the prior month. These events were originally received via Groupdyne.com.
- Member must answer whether or not they indeed booked the event and provide the subtotal amount of the bill within 3 business days.
- Upon receiving this information an invoice will be immediately sent to the venue via email and is due within 10 days upon receipt.
- Members can change at any time to the \$99/month option. Changes to your membership must be provided in writing (by email (events@groupdyne.com), fax (206-675-8012), or first class mail – 400 Mercer Street, Ste 308, Seattle, WA 98109) and accepted in writing by Groupdyne, Inc and ONLY applies to future events. ALL events sent to the member **via Groupdyne.com's online feature** that subsequently book before your change date is accepted are subject to the commission above, EVEN if the events takes place after the change.
- All Website Users are rewarded for telling Groupdyne.com where they book their events and how much they spend. Any venue that fails to report an event or that misrepresents the amount of the event is subject to immediate removal from Groupdyne.com and subject to collection action.**
- Cancellation notice must be provided in writing (by email, fax, or first class mail) and accepted in writing by Groupdyne, Inc and ONLY applies to future events. ALL events sent to the member **via Groupdyne.com's online feature** that subsequently book before your cancellation date are subject to the commission above, EVEN if the events takes place after the cancellation.

# of venues \_\_\_\_\_ X \$129.95 Set-Up fee, per venue = **TOTAL\_\_\_\_\_ Total Set-Up Fee**

**TOTAL\_\_\_\_\_ Total Payment Due at Contract Signing**

<b>Credit Card #</b>	<b>Code ID</b> [on back]	<b>Card Holder Name:</b>
<b>Exp Date:</b>	<b>Card Type (circle)</b> Visa AMEX MC Discover	<b>Card Holder Address: where bill is sent</b>

**You agree to pay, using a valid credit card or check:** The membership fees and applicable fees/taxes (if any) set forth on the site. If payment cannot be charged to your credit card or your payment is returned to The Company for any reason, The Company reserves the right to either suspend or terminate your access

**Termination:** Members agree that failure to comply with the terms and conditions set forth on the site may, at the option of Groupdyne, result in termination of its agreement. In the event of such termination, Member will not be entitled to a refund of any prepaid membership fees.

**Editing, Deleting, and Modification:** Company reserves the right in its sole discretion to edit or delete any information or content appearing on the Site. Company may modify, discontinue or revise any or all editorial aspects of the Site in its sole discretion and without prior notice. All edits and changes to venue profiles must be submitted in writing.

**Copyright:** The content, organization, gathering, compilation, magnetic translation, digital conversion and other matters related to the Site are protected under applicable copyrights, trademarks, and other proprietary (including but not limited to intellectual property) rights, and, the copying, redistribution, use or publication by a Member of any such content or any part of the Site is prohibited.

**Linking to or from our website:** While our Website may have links to the websites of other companies and parties [third party sites], The Company has no control over those websites and is not responsible or liable for any content, advertising, products, services or other materials on or available from those [third party sites] websites.

**Use of Information:** Company reserves the right, and Member authorizes Company, to the use, reproduction and assignment of all information regarding Member's use of the Site and all information provided by Member, including but not limited to images, logos and text, testimonials and editorial content. Other conditions:

**Right to Refuse:** Company reserves the right in its sole discretion to refuse new memberships at any time.

**Indemnification:** You agree to indemnify and hold harmless, and at The Company's request defend, The Company, its parents, subsidiaries, and affiliates, as well as the directors, officers, shareholders, employees, agents and owners (each, an "Indemnified Party") from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs and expenses (including reasonable attorneys' fees, an allocation for in-house counsel, and other legal costs) arising out of your acts or omissions, including claims resulting from your use of the Website, your submission, posting or transmission of information or Content, or any breach of your obligations set forth in this agreement. You shall reimburse each Indemnified Party on demand for any costs, expenses and liabilities incurred by such Indemnified Party to which this indemnity relates.

**Disclaimer:** YOU UNDERSTAND AND AGREE THAT: OUR WEBSITE AND THE SERVICES PROVIDED THROUGH IT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. The Company DISCLAIMS TO THE FULLEST EXTENT PERMISSIBLE BY LAW, AND YOU WAIVE, ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE FUNCTIONS, MATERIALS AND CONTENT OF THE WEBSITE ARE NOT WARRANTED TO BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, AND The Company MAKES NO WARRANTY THAT THE INFORMATION ON THE WEBSITE WILL BE ACCURATE, CURRENT OR RELIABLE OR THAT THE QUALITY ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE WEBSITE WILL MEET YOUR EXPECTATIONS. The Company DISCLAIMS ANY RESPONSIBILITY FOR THE DELETION, FAILURE TO STORE, MISDELIVERY, OR UNTIMELY DELIVERY OF ANY INFORMATION OR MATERIAL. YOU ASSUME THE ENTIRE RISK OF LOSS AND DAMAGE DUE TO YOUR USE OF THE WEBSITE, INCLUDING BUT NOT LIMITED TO THE COST OF REPAIRS OR CORRECTIONS TO YOUR HARDWARE OR SOFTWARE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, AND AS A CONSEQUENCE SOME OF THE ABOVE DISCLAIMERS MAY NOT APPLY TO YOU.

**Limitations of Liability:** YOUR USE OF THE WEBSITE IS ENTIRELY AT YOUR SOLE RISK. The Company, ITS PARENTS, SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, LICENSORS, AND AGENTS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OR LOSSES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES), WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, WHICH YOU MAY INCUR IN CONNECTION WITH THE USE OF, OR INABILITY TO USE, THE WEBSITE, EVEN IF THE COMPANY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND AS A CONSEQUENCE SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

**Miscellaneous:** This Agreement shall be treated as though it were executed and performed in Seattle, WA, and shall be governed by and construed in accordance with the laws of the United States of America and of the State of Washington (without regard to conflict of law principles). Any cause of action of Member with respect to the Site must be instituted within three (3) months after any membership purchase or be forever waived and barred.

<b>Venue / Restaurant Full Name</b>		<b>Billing Contact Name</b>	
<b>Venue / Restaurant Street Address</b>		<b>Billing Contact Title</b>	
<b>Venue / Restaurant City, State &amp; Zip</b>		<b>Billing Contact Signature</b>	
<b>Venue / Restaurant Website</b>		<b>Billing Contact Phone</b>	
<b>Date</b>		<b>Billing Contact Email</b>	