

# STL RESTAURANT REVIEW

## St Louis Restaurant Reviews & News

### Memorandum of Understanding

The "Memorandum of Understanding" is hereinafter referred to as "MOU." This MOU is made and entered into by and between "STL.News", LLC, a Missouri limited liability company, hereinafter referred to as "STLN", located at 17005 Manchester Road, Wildwood, Missouri 63040, and Restaurant, and it's owner (s) located at \_\_\_\_\_, Missouri, on \_\_\_\_\_, 20\_\_\_\_.

STL.News, LLC is a media company that offers marketing products, services, and platforms that will be used to promote restaurants, including, St. Louis Restaurant Review, STL.News, St. Louis Restaurant Review Directory, FeedPublish, social media platforms, a PBN, and more.

The restaurant and its owner (s) operate a restaurant that sells food to customers for dine-in, carry-out, or delivery. Restaurant and owner (s) desire to market their food menu online.

STLN agrees to provide services to the restaurant and owners, while restaurant and owner agrees to work with STLN

#### Commission

STLN will charge a commission based on gross food sales, excluding sales tax, tips, and delivery fees.

The commissions will be charged to the restaurant each Monday or Tuesday for the previous calendar week.

The funds will be debited from Restaurants' bank account or charged to a debit/credit card held on file by STLN.

The commissions are as follows (please initial desired plan):

1. Fifteen percent of net sales: \_\_\_\_\_ (15% based on eOrderSTL services only)
2. Twelve percent of net sales: \_\_\_\_\_ (12% for restaurants that STLN provides credit card processing for dine-in in addition to eOrderSTL)

The restaurant and owner desire, request, and agree to the services of STL.News, LLC, and STL.News, LLC agrees to provide such services as agreed below:

1. Hereinafter, the parties may be referred to collectively as "the parties."
2. The Parties agree that Missouri law will be the governing law/statutes of this MOU.
3. The restaurant and its owner give STLN permission to use their name, location, promotions agreed to by the Parties, and online public information available to the general public.
4. The platform is owned and under the control of STL.News, LLC and its affiliates, including STL.News, LLC, St. Louis Restaurant Review, St. Louis Restaurant Review Directory, STL.News, FeedPublish.com, and social media accounts used by STLN.

5. STLN can suspend or terminate Restaurant listing and menu at its sole discretion.
6. The restaurant and its owner acknowledge and agree that STLN does not control reviews made online regarding performance.
7. STLN provides the platform and will strive to provide a website that remains online at all times. However, Restaurant agrees that certain conditions will occur that are beyond the control of STLN. Restaurant agrees to hold STLN, its owners, and affiliated sites and subsidiaries harmless when a failure occurs.
8. The Parties agree that the Restaurant determines the menu prices. STLN shall not alter the price without the written permission or instruction of the Restaurant. However, it is the Restaurant and owner's responsibility to verify that the correct prices are listed on the online ordering system provided by STLN.
9. STLN shall provide the payment gateway, currently, Authorize.net and credit card processor, which will change from time to time to maintain reasonable fees saving the Parties money on transactions. STLN may receive small monetary rewards from Authorize.net and credit card processor (s). The cost to the restaurant is 3% plus .20 centers per transaction, plus interchange rates as normally charged by Visa, MC, Discover, and American Express.
10. STLN will use a credit card processor that deposits sale proceeds into the Restaurants elected bank account within the usual and customary processing schedule, typically within 72 hours.
11. STLN agrees to provide a statement each week detailing the fees charged as the marketing commission. In writing, any disputes must be made via email within seven business days, or the settlement shall be determined settled without dispute.
12. The parties agree to a transparent relationship to benefit both parties' economic agenda.
13. STLN shall provide ongoing technical and marketing support during the term of this relationship.
14. The Parties agree that the person or persons executing this MOU is of legal age and in a legal position to execute such agreement.

The Parties agree to the Terms and Conditions of this MOU evidenced by signatures hereinafter:

X \_\_\_\_\_  
STLN - STL.News, LLC

X \_\_\_\_\_  
Restaurant - Owner - Business Manager

X \_\_\_\_\_  
Restaurant - Owner - Business Manager