



**HalfPriceShows.com**  
100% Entertainment - 50% Cost

Post Office Box 15110  
Las Vegas, Nevada 89114-5110  
Phone: (702) 242-4482  
Fax: (702) 893-0600  
www.insiderviv.com  
vegas@insiderviv.com

## AGREEMENT

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and among RSK, LLC, doing business as Insider Viewpoint Las Vegas / HalfPriceShows.com / HalfPriceRestaurants.com (the "Vendor") and \_\_\_\_\_ ("Client").

## RECITALS

- A. Vendor is interested in selling Clients tickets / certificates / services on the Internet through various web sites controlled by Vendor.
- B. Client has services / inventory they wish to sell. Client will determine quantity of tickets / certificates and the price / discount available for each of Clients locations.

**NOW THEREFORE**, the parties agree as follows:

1. No Partnership or Joint Venture - Independent Contractors. The parties do not intend to form, and this agreement will not be construed as creating, a partnership or joint venture. Both parties hereby acknowledge and agree their relationship is independent contractor and no other business relationship exists. The parties acknowledge and agree they are each solely responsible for their representatives and employees.
2. Confidentiality. In the course of daily business, Vendor will make available proprietary programs, confidential information, trade secrets, data and other information that may not be shared or discussed with anyone other than Client and Clients employees. Vendor has spent years developing proprietary programs, marketing programs, sensitive information and no information can be sold, shared, disclosed to a third party.
3. Non-Circumvention. Client agrees not to use any of the information gained, taken or supplied by Vendor or disclosed at any meeting or during the course of day to day business, including, but not limited to online information from Vendor web sites for its own profit, benefit or gain or otherwise circumvent the terms of this agreement by separately entering into any Agreements with a Potential Buyer.
4. Term. This Agreement will commence on the date of this Agreement and will continue for an initial period of one (1) year. This Agreement will automatically be renewed on a year-to-year basis unless terminated by either party prior to each additional one-year term by giving thirty (30) days advance written notice to the other party. If a restaurant listed herein closes, this relieves Client of all obligations for that restaurant under this Agreement except the confidentiality and Non Circumvention.
5. Marketing Materials. Client agrees to provide to Vendor all promotional items, images, description text and any other materials which Vendor will need to accurately display Clients services on the Internet. This material is the property of Client. Client will defend and make whole the Vendor for any disputes over ownership or rights of images or text provided to Vendor. Vendor will also collect text/images from Client web site.
6. Ticket / Certificate Discount. The Client will attach to this contract one or more discounts Vendor is to offer online. Client will determine the amount of tickets / certificates available, total discounts. Client will supply a description about each discount in detail to give Vendor buyer the ability to make purchase.
7. Ticket / Certificate Inventory. Client determines ticket / certificate inventory available with the right to adjust this number daily. Client is given access to an online admin and can adjust ticket inventory for current day or days/months in the future. Vendor may change such methodology from time to time. Client determines the black out dates for Vendor to make available for customers to purchase tickets / certificates. It is sole responsibility of Client to maintain accurate information about their dark days by using online admin provided by Vendor.

8. Ticket / Certificate Policy. Vendor will provide to Client and/or Clients accounting department an email confirmation per each ticket / certificate sold in real time. In addition to email confirmation an online admin is set up for Client to view sales in detail. The email / admin will contain the following information:

- a) Client's Restaurant name.
- b). The date and time of the sale for a starting point of expiration.
- c) The expiration date of the certificate.
- d) Customers name. (if purchased for a gift, buyer and gift person names will both be provided).
- e) Ticket / certificate option, ie. \$30 discount, \$50 discount, 2 for 1, 40% off, 60% off, etc.
- f) Total number of tickets sold.
- g) HalfPriceShows.com unique confirmation code per transaction with Vendors name and contact information
- h) A non refundable clause and any other required information by law.

9. Ticket Expiration. Certificates purchased will have a set value for the promotional discount and the promotional discount will have an EXPIRATION DATE stated on each Certificate, unless prohibited by law. Amount customer pays for the Certificate (\$4.00) will NEVER EXPIRE and will be honored by Client for that amount of the cost of the Certificate even after the promotional value has expired. The amount paid for the Certificate, after the expiration date, may be applied toward the products or services offered by the merchant.. If those products or services are no longer available, the cost of the Certificate can be applied to purchases of products or services from the merchant at retail price. The value of the Certificate after expiration date and the promotional discount value cannot be combined with any other discounts or offers. Each Certificate can only be redeemed once. Any Certificate can be for the buyer or any gift person. Certificates cannot be redeemed for cash. No modification, resell, alterations, auctioned, bartered or copying of a Certificate is allowed. Buyers of Certificates agree to all Clients rules or restrictions. As sellers of the Certificate we are not liable for quality of product and/or service offered by Client.

10. Ticket Pricing and Fees. The objective is to sell Clients' tickets / certificate / services surplus at our HalfPriceShows.com web site and any other web site controlled by Vendor. All applicable local / state / federal taxes for the sale of Clients services will be the sole responsibility of Client to remit taxes / fees to the correct city, county, state, federal agency(s).

- a) Vendor will have the right to charge an online transaction fee to ticket buyers per ticket / certificate. This amount is subject to change without prior notification.
- b) Vendor receives the full amount charged for the Client's ticket / certificate / services sold.

Examples of how various amounts offered by Client's discounts and the revenue associated with each price.

Face Value	Total Buyer Pays	Buyer pays Vendor for Discount	Buyer pays Client at Redemption
\$25	\$12.50	\$4	\$8.50
\$30	\$15.00	\$4	\$11.00
\$50	\$25.00	\$4	\$21.00
\$75	\$37.50	\$4	\$33.50
\$100	\$50.00	\$4	\$46.00
2 for 1 \$full value	\$1/2 full value	\$4	\$1/2 value less \$4

Please note: Client is urged to offer discounts at 50% off to online buyers or more, however if Client desires to offer a smaller discount, the \$4 fee remains and the values are calculated as displayed above. Larger the discount more sales, we suggest you limit certain items on the menu if the discount formula does not work for your company.

11. Payment Procedure. Vendor is selling only a certificate allowing customer to purchase Clients services at a predetermined promotional discount. All ticket / certificate money collected from customer remains with Vendor.

12. Governing Law. This Agreement will be governed by the laws of the State of Nevada. Both parties agree to arbitration which will be in Las Vegas, Nevada.

13. Attorney Fees. Reasonable attorney fees and all costs and other expenses which are incurred will be entitled to the prevailing party in any proceedings brought pursuant to the Agreement, including expenses incurred in connection with any bankruptcy, reorganization, insolvency, arrangement or other similar proceedings involving the other party which in any way affects the exercise of the prevailing party of its rights any remedies.

14. Severability. In the event any paragraph or provision of this Agreement is held to be illegal or unenforceable, such paragraph or provision will be severed from this Agreement and the entire Agreement will not fail on account thereof. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the parties or their respective successors in interest and expressly stating it is an amendment of this Agreement.

15. Paragraph Headings. Paragraph headings in the Agreement are for convenience only. Headings cannot be used in any way to govern, limit, modify, construe or affect the provisions of this Agreement nor will they otherwise be given any legal effect.

16. Entire Agreement. This Agreement constitutes the entire Agreement between both parties. No implied or written representations or warranties have been made, except as herein specifically provided. Agreement may not be modified except by a written agreement signed by both parties.

17. Termination. Vendor has the right to terminate this Agreement at its sole discretion if it determines sales of Clients tickets / services are too few, if Client cancels its services or Vendor receives complaints about Clients services, or if Vendor is not provided with accurate update information of Clients services / inventory. Vendor will give Client three (3) days written notice prior to termination.

18. Indemnity. The parties agree during and after the Term of this Agreement, to indemnify and hold the other party, its agents, subcontractors, licensors, shareholders, employees, and its parent, directors, officers, subsidiary and affiliated entities, harmless from and against all claims, suits, damages, or rights of any persons arising out of the negligence, breach of contract, civil wrong, computer malfunction, telephone interruptions, Internet interruptions, or other civil wrong of the other party or its directors, officers, shareholders, subcontractors, agents, and employees in connection with this Agreement.

19. Notices. All notices and communications under this Agreement will be in writing and will be deemed to have been duly given only if delivered in one or more of the following ways: (a) on the day of delivery, if delivered personally; (b) five days after the date if mailing a certified or registered first class mail with a return receipt and postage paid or the date of actual receipt, if earlier; (c) the next business day when using an overnight air courier.

Vendor:  
HalfPriceRestaurants.com, IVLV  
Attention: Richard Reed  
PO Box 15110 Las Vegas, NV 89114  
Phone: 702-242-4482  
Email: Vegas@InsiderVLV.com

Client:  
Company Name: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the date of complete execution of this Agreement:

**Vendor:**

Insider Viewpoint of Las Vegas / HalfPriceRestaurants.com / HalfPriceShows.com:

\_\_\_\_\_  
Richard Reed CEO

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Agent of Record \_\_\_\_\_

**Client:**

\_\_\_\_\_  
Company Name

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Title

**The following eight (8) items are needed to provide a full Listing within HalfPriceRestaurants.com / HalfPriceShows.com web site and other web sites owned and operated by RSK, LLC. Supplying all these items helps make more sales and more customers to your restaurant.**

1. Logo Image 300 dpi size: 100 x100 pixels
2. Images 1-10 300 dpi size 350 x 350 pixels: Prefer minimum one outside the restaurant image, one inside the restaurant image and balance of images about various food or other items you feel will entice people to come to your restaurant.
3. One paragraph of text, approximately 250 words maximum about your restaurant.
4. Discount(s) offered. You may offer one (1) discount or a maximum of five (5) discounts. For example you may want to offer \$80 in food for \$40 (You will receive, at time you deliver the food to the buyer your discount amount less \$4. In the above example, you will receive \$36 from the customer at time they redeem their discount ticket purchase.)
5. For each Discount offered in #4 above, we need brief description of what they receive. If there are, any meals are restricted, if any food or drinks are restricted, basically when can they redeem the discount and what they receive.
6. An email(s) where we send sales confirmations. Since the Internet is a 24/7 commodity, you will be receiving sales email confirmations around the clock in real time.
7. An address of your restaurant so discounts ticket buyers can come to your restaurant to redeem their discount.
8. If you have any special restrictions and/or days you do not want discount ticket buyers to redeem their discount, such as Christmas Day, New Years Eve, Valentines Day, etc.