



## HOT DOG ZONE PARTNERS AGREEMENT

This Agreement is entered into between:

**HOT DOG ZONE LIMITED** with its registered office at: 28 Lang Road, Alvaston, Derby, England, DE24 0GB, email address [contact@hotdogzone.co.uk](mailto:contact@hotdogzone.co.uk), hereinafter referred to as "**HDZ**" or the "Provider",

and

<b>Company Name</b>	
<b>Business Representative Name &amp; Surname</b>	
<b>Position</b>	
<b>Business Address</b>	
<b>Post Code</b>	
<b>City</b>	
<b>VAT Number</b>	
<b>Telephone Number</b>	
<b>Email Address</b>	

hereinafter referred to as "**Client**",

### 1. Definitions

"Hot Dog Zone Concept" refers to the HDZ business model, including operational know-how, marketing materials, equipment, and the product range enabling the Client to sell hot snacks (including but not limited to hot dogs, paninis, wraps, and sauces currently offered by HDZ) under the "Hot Dog Zone" brand.

"Hot Dog Zone Package" means the set of equipment, training, and marketing materials provided by HDZ at the commencement of cooperation.

"Products" refers to the hot snacks and complementary items (such as sauces, buns, and packaging) supplied exclusively by HDZ.

"Marketing Materials" means the visual, promotional, and advertising items provided by HDZ for use within the Hot Dog Zone area.

### 2. Establishing Cooperation

The Client shall pay a one-time participation fee, the amount of which will be determined individually between the parties prior to installation or product delivery.

The participation fee amount may vary depending on the scope of the installation, equipment package, and location.

Upon receipt of this payment, HDZ shall provide the Hot Dog Zone Package, marketing materials, and initial product training.



The Client shall install and operate the Hot Dog Zone Package in accordance with HDZ's operational standards and training guidelines.

### **2.1 Ownership and Leasing of Equipment**

All equipment and marketing materials provided by HDZ under this Agreement (the "Equipment") shall remain the exclusive property of HDZ at all times.

The Client acknowledges that the one-time participation fee referred to in this Agreement does not constitute a purchase price for the Equipment. Instead, the Client is granted the right to use the Equipment and associated marketing materials under a leasing-style arrangement for the duration of this Agreement only.

The Client shall not sell, lease, lend, modify, or relocate the Equipment or marketing materials without HDZ's prior written consent.

Upon termination or expiry of this Agreement, the Client must return all Equipment and marketing materials to HDZ in good working condition, at their own cost.

### **2.2 Participation Fee Structure**

The one-time participation fee specified in this Agreement covers the following:

- (a) setup and leasing of the Equipment, including preparation, delivery, and installation;
- (b) the right to use the Hot Dog Zone brand, trademarks, and marketing materials for the duration of this Agreement;
- (c) the provision of HDZ's operational know-how, training, and initial business support; and
- (d) installation and configuration of the Hot Dog Zone area, including signage and promotional setup.

This fee is a service-based and operational contribution required to commence cooperation under the Hot Dog Zone system. It is not refundable once cooperation and installation have commenced.

The due date, payment schedule, or any exceptional payment arrangement related to this fee may be modified only with the prior written consent of HDZ. Any such arrangement, if granted, shall not affect the ownership status of the Equipment or the validity of this Agreement.

### **3. Minimum Orders and Exclusivity**

The Client agrees to purchase Products exclusively from HDZ.

The Client must purchase a minimum of 750 units of Products per month, unless otherwise agreed in writing by HDZ.

HDZ reserves the right to adjust the minimum monthly order requirement in line with business growth and market conditions, with a 30-day written notice.



Failure to comply with the exclusivity or minimum order obligations shall constitute a material breach of this Agreement.

#### **4. Term and Termination**

This Agreement shall remain in force for a period of three (3) years from the commencement date and shall automatically renew for successive one-year terms, unless terminated in accordance with this clause.

The Client may terminate this Agreement only after two (2) full years of cooperation, by providing a 60-day written notice.

HDZ may terminate this Agreement with immediate effect if the Client sells or uses non-HDZ products within the Hot Dog Zone area, fails to meet minimum order requirements for two consecutive months, damages HDZ's reputation, or breaches confidentiality or non-competition obligations.

Upon termination, the Client shall return all HDZ equipment and materials at their own cost within 30 days and immediately cease using HDZ's branding and materials.

#### **5. Non-Competition**

During the term of this Agreement and for three (3) years following its termination, the Client shall not operate, support, or participate in any business selling hot snacks or comparable products to those offered by HDZ.

Any breach of this clause shall constitute a material breach and result in contractual penalties as set out in Section 14.

#### **6. Change of Ownership**

In the event of the sale or transfer of the Client's business, including a controlling interest, the new owner shall automatically assume all obligations under this Agreement and must confirm this in writing to HDZ.

The Client (current owner) remains fully liable under this Agreement until HDZ receives written notice of the ownership change and approves the new owner in writing.

If HDZ becomes aware of a change of ownership that has not been notified in writing, HDZ reserves the right to immediately suspend or terminate this Agreement and demand the return of all Equipment and marketing materials.

HDZ reserves the right to verify and approve the new owner prior to continuation of cooperation.



## **7. Brand and Marketing Materials**

All trademarks, trade dress, and marketing materials provided by HDZ — including but not limited to posters, banners, menu boards, price labels, lightboxes, display frames, stickers, digital screens, and promotional items — remain the exclusive property of HDZ.

The Client must keep all materials in good and clean condition and use them only for promoting HDZ products.

Upon termination or expiry of this Agreement, the Client shall return all marketing materials to HDZ within 30 days in good condition.

Failure to return, or returning damaged or missing materials, shall result in a charge equal to the replacement value of the items, as determined by HDZ.

## **8. Training and Operational Support**

HDZ shall provide the Client with initial operational training covering equipment use, food preparation, hygiene standards, and customer service expectations.

The Client acknowledges that ongoing training, updates, or operational visits may be arranged by HDZ as deemed necessary by HDZ.

The Client must ensure that all staff operating under the Hot Dog Zone brand follow the procedures and quality standards communicated by HDZ.

## **9. Health & Safety Compliance**

The Client agrees to comply with all applicable health, safety, and food hygiene regulations under UK law. The Client shall maintain cleanliness, safety, and functionality of all HDZ equipment and premises in accordance with HDZ guidelines.

HDZ reserves the right to suspend cooperation if minimum hygiene or safety standards are not met.

## **10. Audit, Inspection, and Reporting**

HDZ reserves the right to conduct both scheduled and unscheduled audits or inspections to ensure compliance with this Agreement. The Client shall provide HDZ or its representatives access to premises, equipment, and relevant business records.

The Client shall maintain accurate sales and stock records and provide monthly sales reports upon HDZ's request.



## **11. Confidentiality**

The Client agrees to maintain strict confidentiality regarding HDZ's business strategies, recipes, pricing, and operational know-how. This obligation shall remain in effect for ten (10) years following termination of this Agreement.

Any disclosure of confidential information shall constitute a material breach and result in penalties as set out in Section 14.

## **12. Liability, Warranty, and Equipment Maintenance**

HDZ provides a one (1) year manufacturer's warranty on all equipment supplied as part of the Hot Dog Zone Package. During this period, HDZ shall provide free repair or replacement of defective equipment, provided that such damage is not caused by misuse or negligence of the Client.

If damage occurs due to the Client's misuse, the Client shall cover full repair or replacement cost, even during the warranty period.

## **13. Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of England. The Parties agree that any disputes or claims arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of England.

Each Party irrevocably agrees that any legal proceedings arising from this Agreement shall be brought exclusively before the English courts, regardless of where the Client's business is located within the United Kingdom.

## **14. Contractual Penalties**

The Client shall pay a contractual penalty of £1,000 for each occurrence of failing to return all HDZ property within 30 days after termination.

For the purpose of this clause, *HDZ property* includes all Equipment (such as grills, counters, heating units, display cases, and other hardware) and all Marketing Materials (including posters, banners, menu boards, stickers, lightboxes, and any other branded promotional items).

The Client shall pay a contractual penalty of £500 for each occurrence of:

- using non-HDZ products on HDZ equipment or within the Hot Dog Zone area,
- selling products under the HDZ brand not purchased from HDZ,



- removing or covering HDZ branding or materials without written approval,
- refusing cooperation during an HDZ inspection.

The Client shall pay a contractual penalty of £10,000 for each occurrence of:

- disclosing confidential information or HDZ's operational know-how,
- running or supporting a business in direct competition with HDZ,
- continued use of HDZ's trademarks, trade dress, or marketing materials after termination.

If actual damages exceed the penalty amount, HDZ reserves the right to claim full compensation.

### **15. Force Majeure**

Neither Party shall be held liable for failure to perform its obligations under this Agreement if such failure results from events beyond its reasonable control, including but not limited to natural disasters, war, terrorism, fire, flood, pandemic, or interruption of transportation or utilities.

If a Force Majeure event continues for more than sixty (60) days, either Party may terminate this Agreement by written notice.

### **16. Notices and Communication**

All official notices, requests, or communications under this Agreement shall be in writing and delivered by email to the addresses stated above, or to any other address notified in writing by either Party.

A notice shall be deemed received on the same day if sent by email before 5:00 p.m. UK time, or the next business day otherwise.

### **17. Entire Agreement and Amendments**

This Agreement constitutes the entire understanding between the Parties and supersedes any prior discussions or written agreements.

Any amendment or modification shall be made only in writing and signed by both Parties.

### **18. Severability**

If any provision of this Agreement is found invalid or unenforceable, the remaining provisions shall remain in full force and effect.



## 19. Assignment and Transfer

The Client shall not assign or transfer any rights or obligations under this Agreement without HDZ's written consent.

HDZ may assign or transfer its rights under this Agreement to any affiliated company or successor entity without the Client's consent.

## 20. Signatures

This Agreement may be executed electronically, including via e-signature platforms or through the exchange of signed copies by email. Electronic signatures shall have the same legal effect as handwritten ones.

**Signed on behalf of the Client:**

<b>Client Name &amp; Surname:</b>	
<b>Client Position:</b>	
<b>Client Signature:</b>	
<b>Date:</b>	