

**Restaurant**

**Investor Agreement**

This Restaurant Investor Agreement (referred as “Agreement”) is entered into and made effective by the parties on the [INSERT DAY] day of [INSERT MONTH], [INSERT YEAR] (referred as “Effective Date”).

Between

[INSERT NAME OF YOUR RESTAURANT BUSINESS] (referred as “Restaurant Business”), is a [INSERT TYPE OF PROPRIETORSHIP] business formed and existed under the laws of [INSERT NAME OF COUNTY/PROVINCE] of the State of [INSERT NAME OF STATE] with the location of its principal office at [INSERT COMPLETE BUSINESS ADDRESS OF YOUR RESTAURANT BUSINESS].

And

[INSERT NAME OF ENTITY WILLING TO INVEST IN YOUR RESTAURANT BUSINESS] (referred as “Investor”), is a [INSERT TYPE OF ENTITY AND ITS PROPRIETORSHIP TYPE] formed and existed under the laws of [INSERT NAME OF COUNTY/PROVINCE] of the State of [INSERT NAME OF STATE] with the location of its principal office at [INSERT COMPLETE BUSINESS ADDRESS OF YOUR RESTAURANT BUSINESS].

Whereas:

1. The Restaurant Business has opened and has invited entities like the Investor to make an investment in the Restaurant Business (referred as “Investment”) with which this Agreement is designed for;
2. The Investor has the intention of making an Investment in accordance with the set terms and conditions in this Agreement.

Now, therefore, with consideration to the mutual covenants and any other considerations thereof, the parties hereby agree to these stipulations as follows:

1. **Definitions and Interpretation**
	1. Definition of Terms

In this Agreement, unless otherwise required on context, the following words and expressions have the following descriptions:

“Act” referred to as the [INSERT THE NAME OF WHICH ACT YOU HAVE BEEN REFERRING TO IN THE CREATION OF THIS AGREEMENT] with inclusion on all the amendments, restatements, modifications or supplements as provided thereto;

“Affiliate” referred to as any entity in control, controlled by or under common control with such entity that is in any way related to the parties of this Agreement;

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“Business Day” referred to as a day within the week, excluding Saturday and Sunday, with which banks and other establishments are open for normal business transactions;

“Confidential Information” referred to as the meaning as presented on the [INSERT SECTION NUMBER] of this Agreement;

“Fair Value” referred to as the fair market value as defined by [INSERT ORGANIZATION PROVIDING THIS STANDARD] followed by the transaction presented on this Agreement;

“Financial Year” referred to as the business year being followed by the parties of this Agreement which starts on [INSERT DAY, MONTH] and ends on [INSERT DAY, MONTH] in the succeeding year immediately.

“Government” referred to as the institutions which shows power and authority over various business industries in accordance with the laws and regulations as set forth in [INSERT THE CODE OF LAW FOLLOWED BY YOUR STATE]. Some of the institutions or agencies include the following:

* [INSERT NAME OF INSTITUTION/GOVERNMENT AGENCY]
* [INSERT NAME OF INSTITUTION/GOVERNMENT AGENCY]
* [INSERT NAME OF INSTITUTION/GOVERNMENT AGENCY]

“Shares” referred to as the [INSERT NAME OF THE TYPES OF SHARES] shares which are issued to the Investor at any point in time pursuant to the terms and conditions of this Agreement, including but not limited to the subscribed shares of the Investor, any additional or further purchased shares and all shares which arises from or connected to any investor’s shares under any kind of reorganization, in each case, just as long such shares are held by the Investor;

“Currency” referred to as the [INSERT NAME OF YOUR STATE CURRENCY] which holds value in your state.

(You can add more terms you have used in making this Agreement which should be defined on this section of the Agreement.)

* 1. General References and Interpretation

In this Agreement, the following interpretation should be followed as it is provided on this Agreement:

1. The headings on this Agreement are provided for ease of reference only and shall not affect any of the statement construction or interpretation of this Agreement;
2. [INSERT STATEMENT ON INTERPRETING REFERENCES ON PERSONS];
3. [INSERT STATEMENT ON INTERPRETING GENDER];
4. [INSERT STATEMENT ON INTERPRETING WORDS IN SINGULAR AND PLURAL FORMS];
5. No provisions of this Agreement shall be interpreted in favour of, or against, any party by reason of the extent to which such party or its counsel participated in the drafting hereof or by reason of the extent to which any of such provisions is inconsistent with any prior draft hereof.

(You can add more references and interpretation you have used in making this Agreement which should be provided on this section of the Agreement.)

1. **Subscription of Investor**

In accordance with the terms and conditions of this Agreement, the Investor intends to subscribe Shares at the price of [INSERT AMOUNT AND CURRENCY]. [INSERT OTHER DETAILS ON THIS SECTION WITH WHICH IS RELEVANT TO SUBSCRIPTION OF THE INVESTOR].

1. **Completion**

Completion must take place at the offices of [INSERT COMPLETE ADDRESS ON THE LOCATION WITH WHICH THE EXECUTION OF THIS AGREEMENT IS COMPLETED] immediately after the execution of this Agreement with the following procedures:

[INSERT THE PROCEDURES OR THE PROCESS ON HOW YOU ARE GOING TO COMPLETE THE EXECUTION OF THIS AGREEMENT IN COMPLETE DETAIL ON THIS SECTION OF THE AGREEMENT].

1. **Application of Subscription Monies**

Unless a stipulation or specification is provided and is agreed by the parties in writing, the subscription monies as referred to in [INSERT WHICH SECTION OF THIS AGREEMENT] which shall be applied to the purposes as specified on this Agreement as well as the plans of the Restaurant Business and the Investor.

1. **Agreed Business Controls**
	1. Positive Undertakings

[INSERT INFORMATION ON THE POSITIVE PLANS, ENDEAVORS, AND UNDERTAKINGS WITH WHICH IS TO BE CONSIDERED AS THE POSITIVE UNDERTAKINGS YOU HAVE IN THE COURSE OF THE IMPLEMENTATION AND THE VALIDITY OF THIS AGREEMENT].

* 1. Negative Undertakings

[INSERT INFORMATION ON THE NEGATIVE PLANS, ENDEAVORS, AND UNDERTAKINGS WITH WHICH IS TO BE CONSIDERED AS THE NEGATIVE UNDERTAKINGS YOU HAVE IN THE COURSE OF THE IMPLEMENTATION AND THE VALIDITY OF THIS AGREEMENT].

1. **Information Sharing**

The Restaurant Business is entitled to [INSERT WHICH DOCUMENTS OR REPORTS IS THE RESTAURANT BUSINESS IS ENTITLED TO RECEIVE WHICH CONTAINS INFORMATION]. The Investor should disclose information which concerns [INSERT WHAT INFORMATION THAT IS NECESSARY TO BE DISCLOSED] and is provided to the Restaurant Business at [INSERT WHEN THIS INFORMATION IS TO BE PROVIDED TO THE RESTAURANT BUSINESS].

1. **Confidentiality**

Information transpired between the Restaurant Business and the Investor must not be disclosed to any entity that is involved in any way on the undertakings pursuant to this Agreement unless a prior written consent has been issued for the disclosure of such information with the signature of the parties. [INSERT OTHER STIPULATIONS YOU CAN PROVIDE ON THIS SECTION OF THE AGREEMENT IN RELATION TO CONFIDENTIALITY].

1. **Warranties**
2. The Restaurant Business hereby warrants to the Investor that [INSERT WHAT YOUR RESTAURANT BUSINESS WARRANTS OR CERTIFIES TO THE INVESTOR WITH REGARDS TO YOUR BUSINESS AND YOUR AGREEMENT].
3. The following warranties shall be deemed to be given immediately prior to the complete execution of this Agreement and shall continue in full force and effect notwithstanding completion and/or [INSERT OTHER CLAUSE ON THIS SECTION]:
	1. [INSERT STIPULATION ON THE WARRANTIES OF BOTH THE RESTAURANT BUSINESS AND THE INVESTOR WITH REGARDS TO THIS AGREEMENT].
	2. [INSERT STIPULATION ON THE WARRANTIES OF BOTH THE RESTAURANT BUSINESS AND THE INVESTOR WITH REGARDS TO THIS AGREEMENT].
	3. [INSERT STIPULATION ON THE WARRANTIES OF BOTH THE RESTAURANT BUSINESS AND THE INVESTOR WITH REGARDS TO THIS AGREEMENT].
4. **Limitation on and times for bringing claims**
5. The total aggregate liability with which the Investor can claim with respect of any and all claims as stated on the warranties of the Restaurant Business shall not exceed the aggregate amount of the subscriptions done by the Investor and no Investor shall be entitled receive compensation payment in excess of its subscription.
6. No claims in respect of the warranties aforementioned on this Agreement will be admissible unless a notice is provided with reasonable details of the breach has been given by the Investor not later than [INSERT NUMBER OF PERIOD] after the [INSERT WHAT DATE WILL BE USED AS BASIS].
7. [INSERT OTHER STATEMENT ON THE LIMITATION OF THE INVESTOR IN RECEIVING CLAIMS AND WITH WHICH CIRCUMSTANCES WILL INVALIDATE THE INVESTOR’S RECEIPT THEREOF].
8. [INSERT OTHER STATEMENT ON THE LIMITATION OF THE INVESTOR IN RECEIVING CLAIMS AND WITH WHICH CIRCUMSTANCES WILL INVALIDATE THE INVESTOR’S RECEIPT THEREOF].
9. [INSERT OTHER STATEMENT ON THE LIMITATION OF THE INVESTOR IN RECEIVING CLAIMS AND WITH WHICH CIRCUMSTANCES WILL INVALIDATE THE INVESTOR’S RECEIPT THEREOF].
10. **Costs and Expenses**

The Restaurant Business is responsible for the payment of its own and the Investor’s costs and expenses that incurred in the course of the parties’ negotiation, preparation, and completion of this Agreement and other relevant and ancillary documentation.

1. **General Terms and Conditions**

Following the laws that applies to and is in authority over this Agreement, the Restaurant Business and the Investor must adhere to the following standard terms and conditions:

* 1. Survival of Obligations

Each and every right and obligation of the Restaurant Business and the Investor as provided and indicated on this Agreement shall continue to valid and to take full force and effect in accordance with this Agreement.

* 1. Successors

This Agreement binds the parties as well as their respective executors, representatives, and successors with whom the parties are associated with.

* 1. Assignation and Deed of Adherence
1. No party shall be entitled to and shall be given authority to assign his or its rights or obligations as stated on this Agreement without the provision of a written consent of the parties for such assignment.
2. Any party will be entitled to with assigned benefit as provided on this Agreement if such person or entity has received the transfer of any Shares in the capital of the Restaurant Business in accordance to the provisions of this Agreement.
	1. Waivers and Remedies

The rights of the parties as provided on this Agreement may be exercised as often as needed, are cumulative and not exclusive rights under the general and standard law, and may be waived only with the provision of a written notice with specific information on the waiver intended. Delay in the exercise or the failure to exercise of any right is not a waiver of that or any other right as presented on this Agreement.

* 1. Amendments

No modification, change, alteration, or variation of this Agreement shall be effective unless this amendment has been agreed upon by each of the parties with the evidence of each of their signature on a written document or form.

* 1. Notices

[INSERT HOW COMMUNICATION AND TRANSFER OF DOCUMENTS AND INFORMATION MUST BE DONE BETWEEN THE RESTAURANT BUSINESS AND THE INVESTOR. PROVIDE AND SPECIFY ALSO THE ADDRESSES WITH WHICH THESE DOCUMENTS AND INFORMATION WILL BE FORWARDED OR DELIVERED TO AS YOU HAVE AGREED UPON].

* 1. Entire Agreement

This Agreement hereby supersedes any prior written or oral agreements that transpired between the Restaurant Business and the Investor relevant to or in connection with the provisions as set forth on this Agreement.

* 1. Governing Law and Jurisdiction

This Agreement shall be governed by and is in accordance with the laws of the State of [INSERT NAME OF STATE]. [INSERT DETAILS ON THE COURT WITH WHICH THIS AGREEMENT IS UNDER JURISDICTION TO].

In Witness Whereof,the parties show their consent and agreement to the terms and conditions presented on this Agreement as undersigned and evident on the seals affixed herein.

On this [INSERT DAY] day of [INSERT MONTH], [INSERT YEAR].

Signed:

[INSERT NAME OF YOUR RESTAURANT BUSINESS]:

Authorized Signature Name and Title in Print

[INSERT NAME OF INVESTING ENTITY]:

Authorized Signature