

MERCHANDISE SELLING AGREEMENT

Licensor shall determine in its sole discretion whether to allow any merchandise for sale by or on behalf of Licensee to be sold during the Event(s).

Licensor reserves the right to refuse the sale of specific Licensee – related promotional items in its sole discretion.

Should Licensee – related items be sold at the Event(s). Licensee agrees that Licensor shall sell Licensee’s merchandise for a fee to be calculated at 15 % of the net sales of Licensee’s merchandise plus \$10.00 per hour or any part thereof for the seller.

Licensee shall be responsible for paying all applicable sales tax on Licensee’s merchandise sold during the Event(s) to appropriate taxing authorities.

If Licensee sells Licensee’s merchandise items at the Event(s). Licensor shall provide a reasonable number of tables and chairs (not to exceed three tables and twelve chairs) to the Licensee with the right to use the facilities for a fee calculated at fifteen percent (15%) of net sales. Licensee shall be responsible for paying all applicable sales tax on Licensee’s Merchandise sold during the Event(s).

Licensee shall receive no compensation from the sale of merchandise items developed by sale or behalf of Licensor.

SETTLEMENT

Licensee agrees to settle in CASH with Licensor’s Operations Manager or House Manager at the end of each event night or at a time set by the above manager.

Licensee agrees to allow pre-show and post-show audit of merchandise for sale.

Settlement Date/Time _____

Agreed to by Licensee _____

Agreed to by Licensor _____

Total Sales _____

Less 7% Sales Tax _____

Net Sales _____

15% Due to Rialto _____