



ALICE'S TABLE

Access Agreement

Financial Arrangements

Access Fee** to Alice's Table

Purchases (please fill in all that are applicable):

	<i>Item</i>	<i>Quantity</i>	<i>Total</i>
Purchase Type	Access Fee, Gift of Supplies, S&H	1	\$805.00

Total Purchases shall be due and payable upon the signing of this agreement.

*** The Access Fee shall be a one-time fee payable at the onset of the Event Exec's relationship with Alice's Table to pay for costs associated with Event Exec's initial access to online materials and services provided by Alice's Table.*

Alice's Table reserves the right to review and approve each request in order to determine the amount of resources that may or can be provided.

Additional Notes

If there is additional relevant information, please attach it with this documentation and submit to Alice's Table (email address below). An Alice's Table representative will contact you with any concerns/questions and pending approval will also sign this form and return a copy to you.

General Terms & Conditions

Event Exec shall be provided with access to Alice's Table's marketing, training and promotional materials subject to the terms and conditions of this agreement. Event Exec acknowledges that the Alice's Table tradename, logo, www.alicestable.com website and all images and content thereon, trademarks, service marks and any other intellectual property owned and/or utilized by Alice's Table to promote the event (collectively, "Intellectual Property") are the sole and exclusive property of Alice's Table and that this agreement does not convey to Event Exec any title to or ownership of the Intellectual Property but only a revocable, non-transferable right of limited use in accordance with the terms of this agreement. Event Exec shall have access to and utilize the Intellectual Property, as provided by Alice's Table, when promoting or distributing information concerning the event. Event Exec agrees that Event Exec will not modify the Intellectual Property or Alice's Table Materials in any way without Alice's Table's prior written consent. Event Exec's access to and use of the Intellectual Property and any other resources provided by Alice's Table shall be at Event Exec's sole risk and Alice's Table shall not be responsible for any adverse effect or occurrence arising from the same.

Event Exec agrees to exonerate, indemnify, defend and hold Alice's Table and, as applicable, Alice's Table's managers, members, officers, directors and shareholders harmless from and against any and all claims, liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees) arising out of (a) the failure or refusal of Event Exec to observe and perform its obligations under the agreement, (b) the breach of any representation or warranty of Event Exec contained in this agreement, (c) any negligent or improper act or omission of Event Exec and, as applicable, its employees, contractors, agents and representatives, and (d) any third party claim or action arising out of or relating to the agreement or the event to be Exceed by Event Exec pursuant to this agreement. The provisions of this section shall survive the expiration or earlier termination of this agreement.

Alice's Table shall have the right to terminate this agreement for any reason or no reason upon ten (10) days' written notice to Event Exec, whereupon Event Exec shall immediately cease using Alice's Table's Intellectual Property and Alice's Table Materials. Upon termination or expiration of this Agreement, Event Exec shall pay all unpaid and outstanding sums owed to Alice's Table through the date of termination or expiration.

This agreement may not be assigned by Event Exec without Alice's Table's prior written consent.

Alice's Table makes no representations or warranties as to the fitness or character of any of the items purchased by Event Exec from Alice's Table. Alice's Table shall not be responsible for any product defects or the actions of any third party vendors or suppliers.

Alice's Table shall not be liable for any indirect, incidental, special or consequential damages in connection with this agreement. In no event shall Event Exec or any other party seek or obtain recourse to or from the assets of any director, officer, shareholder, manager, member or employee of Alice's Table in connection with this agreement. The provisions of this section shall survive the expiration or earlier termination of this agreement. Alice's Table shall be entitled to recover its reasonable legal fees and court costs from Event Exec in the event any litigation or other proceeding is initiated to enforce this agreement.

This agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. Any litigation arising out of or in connection with the subject matter of this agreement shall be conducted exclusively in the state or federal courts located in Suffolk County, Massachusetts and Event Exec hereby consents to the jurisdiction of such courts and waives any defense of lack of personal jurisdiction of such courts.

This agreement constitutes the entire understanding of the parties with respect to the subject matter of this agreement and merges all prior communications, understandings and agreements.