

TREE2MOUTH™

Operation freedom!

**Let's keep more! Let's make more! No franchise fee. No royalty.
No "fair weather" Franchisors (non-working partners who profit)**

100% You Control!

**YOU are your boss because you know
the best about your guest!**



EVERY SIP IS A WOW!

Location Name

Distributor account number

Date

Operation freedom pre-opening verification sheet

TREE2MOUTH listed items to be completed and verified by a TREE2MOUTH Ambassador except if not applicable before opening.

- 1) Blender (TREE2MOUTH wrapped)
- 2) 4 stainless steel spoons, 7 to 9 inches long
- 3) Refrigerator
- 4) Freezer
- 5) TREE2MOUTH logo Brand cups.
- 6) TREE2MOUTH brand straws
- 7) TREE2MOUTH brand napkins and dispenser
- 8) Fresh Pineapple and Banana display
- 9) 3 comp sink operational and holds water
- 10) Hand sink with hot and cold water.
- 11) Paper Towel Holder with a towel
- 12) Ample Racks to hold dry merchandise for TREE2MOUTH dry products
- 13) Ice maker or ice dispenser or both.



Signage

- 1) Banner exterior
- 2) Window Banner or sign
- 3) "Now Open" exterior Banner
- 4) Door and interior graphics as needed for individual location as approved.
- 5) LED sign



Final proposed plan with the operator.

Training Schedule

Recommended and approved Food distribution account number with a method of payment COD or Credit.

If new, health department permits and licenses to operate by DR'S and local authority.

Operator's commitments to TREE2MOUTH™

- 1) Purchase and merchandise TREE2MOUTH complete menu list of core items.
- 2) Purchase all food service items from TREE2MOUTH approved distributor including pulp, cinnaroasted nuts and displays.
- 3) Not to substitute any TREE2MOUTH menu item or recipe with any unauthorized items such as generic fruit cups or any menu item.
- 4) Don't intermingle unauthorized competitive products with TREE2MOUTH products without a written authorization. (For example, bananas are allowed but not any other fruit or pulp.)
- 5) TREE2MOUTH will introduce new items to the menu. You hereby consent to allow TREE2MOUTH to automatically ship one case to your location for the product rollout.
- 6) The Operator him or herself (or an appointed food service manager) shall be responsible for all product availability and core values of TREE2MOUTH brand.
- 7) Utilize TREE2MOUTH online orientation and training. Train current and new employees to ensure continued quality and safety of TREE2MOUTH program.
- 8) All operators and employees view and complete online video training program and pass the required test.
- 9) TREE2MOUTH requires the operator and food handlers to go through online certification or retraining once a year or earlier, if needed.





- 10) Allow TREE2MOUTH representative full access at any time during normal operating hours to the cooler, refrigerator, blender and all related storage and equipment used for TREE2MOUTH operation.
- 11) Maintain the TREE2MOUTH program as specified and mentioned in our initial training session.
- 12) You may discontinue TREE2MOUTH program at any time by providing a written notice to TREE2MOUTH Ambassador or representative for your location.
- 13) Your opening cannot be scheduled until the below listed requirements are completed
 - A) Operator, manager, and employee online training and orientation are completed.
 - B) A pre-opening checklist is completed by TREE2MOUTH Ambassador or representative and verification of the availability of all core items and related items at the location.
- 14) Noncompliance with any of the above may result in mandatory retraining being scheduled, based on trainer's availability. Continued noncompliance may result in termination of your TREE2MOUTH program or loss of geographic protection.
- 15) Give TREE2MOUTH prior written notice in the event an operator either sells or leaves his or her location to another operator.
- 16) In the event that operator is no longer participating in TREE2MOUTH program for any reason, the operator shall remove all signs, graphics, logos, both inside and outside, within 7 days of ending the program.

Disclaimers

TREE2MOUTH smoothies and nuts and operator listed below acknowledge that this agreement is not a franchise agreement and specifically acknowledge the following:

- 1) Each TREE2MOUTH location is independently owned and operated and TREE2MOUTH has no control over the location operator.
- 2) TREE2MOUTH shall neither have nor exercise any authority to exert a significant degree of control over operator's method of operation including without limitation business organization, management, marketing plan and promotional plan.
- 3) TREE2MOUTH made no representation or guarantee of income or earning potential to be derived from participation in TREE2MOUTH program.
- 4) The operator shall indemnify and hold harmless from any or all claims relating to the operation of TREE2MOUTH program.
- 5) The operator shall not use any trade or copyright owned by TREE2MOUTH without a written consent of TREE2MOUTH for the sake of clarity. Operators are not allowed to create any signs, menu or promotional items without a written consent and participation of TREE2MOUTH.

By your signature below, the operator and his or her corporate entity below agrees to the above terms and conditions in this letter of understanding for the operator.

Must be the Notarized location

Location name

Operator name Operator signature

Location address

Notarized



- 1) Training! We will provide you and your staff 2 days training at your location as well as provide you with an online orientation and training program.
- 2) We schedule additional training upon operator's request and will schedule it according to trainer's availability.
- 3) We offer guidance, at operator's request, regarding any operational queries or issues which includes customer service, gross profit, volume, labor, etc.
- 4) We will grant you geographic protection, if needed, but the geographic protection doesn't include hospitals, travel plazas, Airports or any other vocational property.
- 5) We will provide you quarterly promotional material which will include table talkers, a banner, a card and a window sign for a quarterly cost of \$

EVERY BITE IS A WOW!

