**FRIENDSHIP AGREEMENT**

This FRIENDSHIP AGREEMENT (this “Agreement”) dated as of [[MONTH] [DAY], [YEAR]] is made by and among [FRIEND 1], [FRIEND 2], [FRIEND 3], [ADD MORE FRIENDS AS NEEDED] (each, a “Party” and collectively, the “Parties”).

# **RECITALS**

WHEREAS, the Parties wish to partake in various social activities, including but not limited to dining out, to foster and maintain their friendship;

WHEREAS, the Parties acknowledge the necessity of mutual commitment in time, effort, and financial contributions towards planning and executing such activities;

WHEREAS, the Parties deem it beneficial to outline their intentions and expectations through a formal agreement to prevent misunderstandings and ensure commitment;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

# **ARTICLE I**

# **ACTIVITIES AND COMMITMENTS**

Section 1.01. Activities. The Parties shall engage in social activities for the purpose of enjoying each other’s camaraderie at a location to be agreed upon pursuant to Section 1.03 and time to be agreed upon pursuant to Section 2.01 (an “Activity” or “Activities”) at least [once per month] (the “Quota”), subject to the terms and conditions of this Agreement, beginning on [[MONTH], [DAY], [YEAR]] and ending on a date to be agreed upon pursuant to Article V herein. Except as provided for in Section 1.04, Activities shall be attended only by the Parties.

Section 1.02. Good Faith Effort for More Activities. Each Party agrees to use good faith efforts to assist in the coordination of, and attend, at least one additional Activity per month.

Section 1.03. Location of Activities. Each Activity shall take place in [Manhattan, New York City, New York below 34th Street][, but excluding [Brooklyn, New York]] (each, a “Location”), subject to the terms and condition of Section 2.01 herein. For the avoidance of doubt, if the Parties agree to meet at a venue that does not qualify as a Location in accordance with this Section 1.03, such dinner will not be governed by the terms and conditions of this Agreement (a “Non-Qualifying Activity”); provided, however, that if the Parties unanimously agree to consider a Non-Qualifying Activity as an Activity, then such meeting shall constitute an Activity.

Section 1.04. Guests. Guests are not permitted to attend Activities or Fuck-Up Activities unless unanimously agreed by the Parties. Timing and notice for proposals to invite a guest must occur in accordance with Section 2.01.

Section 1.05. Fuck-Up Activities. In the event the Quota is not met in a particular month, the Parties will get their shit together and meet for an Activity as soon as reasonably practicable; provided, however, that Fuck-Up Activities must occur within [seven (7)] days of the end of the month for which the Quota was not met. (a “Fuck-Up Activities”). Fuck-Up Activities shall be subject to the same terms and conditions under this Agreement as if they were an Activity. Fuck-Up Activities shall not count towards any Quotas.

Section 1.06. Rescheduling Activities. In the event an Activity needs to be rescheduled, the Parties shall follow the same process outlined in Section 2.01 for scheduling. The Party requesting the reschedule shall propose at least [three (3)] alternative dates and times within the next [fourteen (14)] days. The Parties shall then use good faith efforts to agree on a new date and time for the Activity within [forty-eight (48)] hours of the rescheduling request. If no agreement is reached, the Activity shall be considered cancelled and subject to the provisions of Section 1.05.

Section 1.07. Voluntary Withdrawal. Any Party may voluntarily withdraw from this Agreement by providing written notice to all other Parties at least thirty (30) days prior to the intended withdrawal date. The withdrawing Party shall be responsible for participating in all scheduled Activities up to the withdrawal date and shall settle any outstanding financial obligations related to past Activities. Upon withdrawal, the Party shall cease to be bound by the terms of this Agreement but shall maintain the confidentiality of any private matters discussed during Activities. Also, the withdrawing Party shall perpetually be known as a pussy.

Section 1.08. New Member Integration. The addition of new members to the group requires unanimous approval from all existing Parties. Upon approval, new members shall undergo a [three (3) month] probationary period. During this period, the new member shall attend at least [two (2)] Activities per month. At the end of the probationary period, existing Parties shall vote on the new member's full integration. A unanimous vote is required for the new member to be fully admitted to the group. Upon full admission, the new member shall become a Party to this Agreement by signing an addendum.

# **ARTICLE II**

# **TIMING AND NOTICE**

Section 2.01. Scheduling. Activities, including time and Location, shall be proposed by a Party to each other Party by delivery of a group-text message, the recipients of which shall be exclusively the Parties (each, a “Text”), at a time at least [three (3)] [hours] prior to the proposed time of a Dinner and no more than [ten (10)] [days] prior to the proposed time of a Dinner. No Party will propose an Activity that they know or reasonably should know another Party cannot attend (including, without limitation, by reason of forgetting that a Party told another Party about a preplanned activity and the forgetting party never saved it in your calendar or committed it to memory). The time at which an Activity occurs is referred to in this Agreement as the “Proposed Time.” The time at which a Text is delivered is referred to in this Agreement as the “Time of Text.”

Section 2.02. Spontaneous Activities. In addition to regularly scheduled Activities, any Party may propose a spontaneous or unplanned Activity by sending a Text to all other Parties at any time. Such spontaneous Activities shall be subject to the same terms and conditions as regular Activities, except that the minimum notice period shall be reduced to [one (1)] [hour] prior to the proposed time of the Activity. Participation in spontaneous Activities is voluntary and shall not count towards the monthly Quota unless unanimously agreed by the Parties but may count towards the good faith effort for additional Activities as described in Section 1.02.

Section 2.03. Cancellations and Notice of Cancellations. A party may cancel an Activity and/or withdraw from attending an Activity by Text indicating that Party’s intent to cancel and/or withdraw (a “Cancellation”). Notice of any Cancellation must be delivered within a period not to be shorter than [one-third (1/3)] of the time between the Proposed Time and the Time of Text. Penalties for Cancellations shall be imposed in accordance with Article IV of this Agreement.

# **ARTICLE III**

# **FINANCIAL MATTERS**

Section 3.01. Payment for Activities. Except as provided for in Article IV, each Party and any guest of that Party (each, a “Fren”) will pay for their share of any cost, bill or fee associated with an Activity in accordance with this Article III. In the event that the Frens have an Activity at a Location where all food and drinks are shared (a “Communal Meal”), the Frens will split the bill evenly. In all other circumstances, the Frens will determine at the Activity how to split the bill reasonably. Payment may be made by (i) the Frens all providing a form of payment, including but not limited to cash, debit, and credit cards, (ii) in accordance with Section 3.02 or (iii) in accordance with Section 3.03.

Section 3.02. Credit Card Points. For each Activity, any Party desiring to pay for an entire Activity with their credit card to accumulate credit card points and seek reimbursement from other Frens for their pro rata portion of any amounts paid shall play Rock-Paper-Scissors (*with “says Shoot”*) with each other Party similarly willing to pay and any Party that wins two (2) out of three (3) rounds of Rock-Paper-Scissors (*with “says Shoot”*) at an Activity where such game of Rock-Paper-Scissors (*with “says Shoot”*) is played will be entitled to pay for that Activity with their credit card (the “Winner-Winner Chicken Dinner”). Frens shall reimburse the Winner-Winner Chicken Dinner for their pro rata portion of any cost, bill, or fee associated with an Activity in accordance with Section 3.01. For the avoidance of doubt, guests shall not be allowed to participate in Rock-Paper-Scissors.

Section 3.03. Credit Card Roulette. [Once] per year, in [March] of each year, the Parties will play a game of chance to determine which of the Parties will be required to pay the entire cost, bill, or expense of an Activity without seeking reimbursement from the other Parties (“Credit Card Roulette”). Credit Card Roulette shall proceed as follows: each Party will put one credit card into a pile on the bill received from a Restaurant from which the waiter or waitress serving the Munchers will pick one credit card at random and the owner of the credit card that is picked from the pile loses and will be required to pay for the entire Activity bill.

# **ARTICLE IV**

# **PENALTIES**

Section 4.01. Being a Lil’ Bitch. In the event a Party fails to attend two consecutive Activities without a Valid Excuse (as described in this Section 4.01), they shall be labelled a “Lil’ Bitch” until such time that the Lil’ Bitch attends a future Activity. A “Valid Excuse” is an excuse that permits an absence from an Activity without exposure to any associated penalties under this Article IV are limited to the following: (i) any nationally-recognized holiday; (ii) an immediate or extended family member’s birthday or event to which a Party already submitted an RSVP, which must have been submitted at least [twenty-four (24) hours] prior to the relevant birthday or event; (iii) illness of a Party; (iv) death of a Party; and (v) any other excuse not included herein to which the Parties unanimously agree qualifies.

Section 4.02. Lil Bitch Penalties. Upon attendance by a Lil’ Bitch to an Activity (the “Homecoming”), the Lil’ Bitch will be required to pay 200% of the amount they would otherwise owe pursuant to Section 3.01 (the “Bitch Bill”). The Bitch Bill shall subsidize the amounts owed by all Frens attending the Homecoming.

Section 4.03. Anti-Douchebaggery. Notwithstanding any other provision of this Article IV, the parties will not be a Douchebag at the Homecoming of a Lil’ Bitch. Being a “Douchebag” includes, but is not limited to, ordering an exorbitant amount of items off of the Restaurant menu in an attempt to force the Lil’ Bitch to pay a high Bitchboy Bill; provided, however, that a Party will not be a douchebag if they make fun of, harass, or otherwise demean or demoralize the Lil’ Bitch for their lack of attendance to Activities.

Section 4.04. Fuck-Up Activity Penalties. In the event a Fuck-Up Activity occurs, each of the Parties (and any guests) will each take one shot of palatable and consumable alcohol, excluding [gin, beer, wine].

# **ARTICLE V**

# **MISCELLANEOUS**

Section 5.01. Assignments. The Parties shall not assign or transfer his or her rights or duties without the express written consent of each other Party. Any transfer or assignment made without the consent of each other Party shall not relieve the transferor or assignor of his or her duties or obligations under this agreement.

Section 5.02 Dispute Resolution. Any dispute arising out of or relating to this Agreement shall be resolved through the following process: The parties shall first attempt to resolve the dispute through good-faith negotiations for a period of [thirty (30)] days; if negotiations fail, the parties shall engage in mediation with a mutually agreed-upon mediator for a period not to exceed [sixty (60)] days. If mediation is unsuccessful, the dispute shall be submitted to binding arbitration before [name of one of the Parties’ parents] for final adjudicative authority in accordance with whatever reasonable process and procedure such arbitrator deems appropriate. Any Party may appeal the decision by the arbitrator within [thirty (30)] days of its issuance by submitting a written notice of appeal to all other Parties’ and [name of one of the Parties’ parents]. The appeal shall be heard by [a local bartender] as chosen by [name of one of the Parties’ parents]. The decision of the appeal shall be final and binding on all Parties.

Section 5.03. Termination. This Agreement may be terminated and all obligations, rights and duties herein shall cease to have legal effect upon the unanimous written consent of the Parties.

Section 5.04. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of [New York], regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

Section 5.05 Severability. If any provision of this Agreement or the application of any such provision to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of any other provision hereof, and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

Section 5.06 Amendments. Any proposed amendment to this Agreement must be approved by unanimous consent of all Parties. Each Party shall have one (1) vote in the amendment process.

[*Signature page follows*]

In witness whereof, the parties have executed this agreement on the day and year first written above.

Print Name:

[Signatures]

Print Name:

[Signatures]

Print Name:

[Signatures]