FRIENDSHIP AGREEMENT

by and among

[●]

[●]

and

[●]

Dated as of [●], 2019

Friendship Agreement dated as of October 18, 2019 (this “Agreement”) made by and among [●], [●] and [●] (each, a “Party” and collectively, the “Parties”).

# **RECITALS**

WHEREAS, the Parties desire from time-to-time to have dinner together and enjoy each other’s camaraderie;

WHEREAS, the Parties are willing to invest time and money to finance the dinners and enjoyment of each other’s company;

WHEREAS, the Parties agree that the most desirable form of memorializing their present intent to engage in the preceding and foregoing is by contract;

NOW, THEREFORE, for the reason recited above, and in consideration of the mutual covenants contained in this agreement, the Parties agree as follows:

# **ARTICLE I**

# **SCOPE AND DESCRIPTION OF THE FESTIVITIES**

Section 1.01. Dinners. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the applicable provisions of New York law, the Parties will meet for the purposes of eating dinner and 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 (a “Dinner”) at least once per month (the “Dinner Quota”) beginning on October 18, 2019 and ending on a date to be agree upon pursuant to the terms of this Agreement as set forth in Article V. Except as provided for in Section 1.04, Dinners shall be attended only by the Parties.

Section 1.02. Good Faith Effort for More Dinners. Each Party agrees to use good faith efforts to coordinate and attend at least one additional Dinner per month.

Section 1.03. Restaurants and Location of Dinners. Each Dinner shall take place at a restaurant in Manhattan, New York City, New York below 34th Street, but excluding Brooklyn, New York (each, a “Restaurant”). To qualify as a Restaurant, each proposed restaurant must have a quality rating of four (4) stars out of a total five (5) stars to be determined by reference to the rating system of OpenTable, a subsidiary of Booking Holdings, Inc., a Delaware corporation, or a comparable rating system as agreed upon by the Parties in accordance with this Section 1.03. Unanimous agreement by the Parties shall be required for the acceptance and utilization of a quality rating in the event that OpenTable is not used in determination of the quality rating of a restaurant. For the avoidance of doubt, if the Parties agree to have dinner at a restaurant that does not qualify as a Restaurant in accordance with this Section 1.03, such dinner will not be governed by the terms and conditions of this Agreement (a “Non-Qualifying Dinner”); provided, however, that if the Parties unanimously agree to consider a Non-Qualifying Dinner as a Dinner, then the terms and conditions of this Agreement shall apply.

Section 1.04. Guests. Guests are not permitted to attend Dinners or Fuck-Up Dinners unless upon unanimous agreement 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 Dinners. In the event the Dinner Quota is not met, the Parties will get their shit together and meet for a Dinner as soon as reasonably practicable; provided, however, that Fuck-Up Dinners must occur within three (3) days of the end of the month for which the Dinner Quota was not met. (a “Fuck-Up Dinner”). Fuck-Up Dinners shall be planned and executed as if they were Dinners. Fuck-Up Dinners shall not count towards the Dinner Quota for any month.

# **ARTICLE II**

# **TIMING AND NOTICE**

Section 2.01. Scheduling. Dinners, including time and location, shall be proposed by a Party to each other Party upon delivery of a group-text message, the recipients of which shall be exclusively the Parties (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 a Dinner that they know or reasonably should know another Party cannot attend. The time at which a Dinner 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. Cancellations and Notice of Cancellations. A party may cancel a Dinner and/or withdraw from attending a Dinner 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 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 Dinner. Except as provided for in Article IV, each Party and guest of that Party (the “Munchers”) will pay for their share of the bill in accordance with this Article III. In the event that the Munchers have a Dinner at a Restaurant where all food and drinks are shared (a “Communal Meal”), the Munchers will split the bill evenly. In all other circumstances, the Munchers will determine at the Dinner how to split the bill. Payment may be made by (i) the Munchers 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 Dinner, each Party desiring to pay for the Dinner with their credit card to accumulate credit card points will play Rock-Paper-Scissors with each other Party similarly willing to pay for the Dinner with their credit card and any Party that wins two (2) out of three (3) rounds of Rock-Paper-Scissors at a Dinner where such game of Rock-Paper-Scissors is played will be entitled to pay for that Dinner with their credit card. For the avoidance of doubt, guests shall not be allowed to participate in Rock-Paper-Scissors and shall not be limited in their opportunities to pay in accordance with Section 3.01.

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 bill of a Dinner (“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 Dinner bill.

# **ARTICLE IV**

# **PENALTIES**

Section 4.01. Being a Lil’ Bitch. In the event a Party fails to attend two consecutive Dinners without a Valid Excuse as defined in this Section 4.01, they shall be labelled a “Lil’ Bitch” until such time that the Lil’ Bitch attends a future Dinner. A “Valid Excuse” is an excuse that permits an absence from a Dinner without risk of exposure to any associated penalties under this Article IV. Examples of a Valid Excuse 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 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 as a Valid Excuse.

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

Section 4.03. Anti-Douchebaggery. Notwithstanding any other provision of this Article IV, the parties will not be a Douchebag upon the return of a Lil’ Bitch. For the avoidance of doubt, 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 Dinners.

Section 4.04. Fuck-Up Dinner Penalties. In the event a Fuck-Up Dinner occurs, the Parties will each take one shot of palatable and consumable alcohol, not including 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 Arbitration. Any matter in dispute, and which is not provided for in this agreement, shall be submitted to [name of mutual friend non-party] for final adjudicative authority.

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.

[*Signature page follows*]

In witness whereof, the parties have executed this agreement at offices of [●] on the day and year first above written.

[Signatures]

[Signatures]

[Signatures]