



Fractional Operations Leadership Agreement

RECITALS

[CLIENT NAME] (herein “Client”) desires to engage Jeffrey Summers, Principal of Summers Hospitality Group LLC (herein “SHG”), to serve in a fractional operational leadership capacity for the purpose of [BRIEF DESCRIPTION OF ENGAGEMENT PURPOSE]. Jeffrey Summers agrees to serve in this capacity subject to the terms and conditions set forth in this Agreement.

SECTION 1 — OPERATIONAL ROLE AND TITLE

For the duration of this engagement, Jeffrey Summers will assume the operational title of [OPERATIONAL TITLE] for [CLIENT NAME]. In this capacity, Jeffrey Summers will undertake executive responsibility for the implementation and execution of the objectives set forth in this Agreement.

This is a fractional engagement. Jeffrey Summers is not an employee of [CLIENT NAME] and this Agreement does not create an employment relationship. Jeffrey Summers remains an independent contractor and Principal of Summers Hospitality Group LLC throughout the engagement.



Fractional Operations Leadership Agreement

SECTION 2 — SCOPE OF AUTHORITY

2.1 Full Authority

Jeffrey Summers is authorized to make operational decisions across all areas of the business without prior client approval, including but not limited to:

- Operational systems, processes, and standards
- Cast scheduling, deployment, and shift management
- Training and development programs
- Vendor relationships, purchasing decisions, and supply chain management within existing budget parameters
- Guest experience standards and service protocols
- Menu execution, food safety, and quality standards
- Day-to-day financial management within approved budget
- Hiring and termination of cast members and management personnel, subject to Section 2.2

2.2 Requires Client Approval

The following decisions require prior written approval from [CLIENT NAME] before Jeffrey Summers may execute:

- Capital expenditures of any amount
- Any single purchase or commitment exceeding [APPROVAL THRESHOLD]



Fractional Operations Leadership Agreement

- Lease agreements, lease modifications, or new vendor contracts with terms exceeding 12 months
- Changes to ownership structure, entity formation, or legal agreements
- Any action that would create a financial obligation beyond the approved operating budget
- Termination of senior leadership with compensation packages above [THRESHOLD]

2.3 Decision Communication

Jeffrey Summers agrees to keep [CLIENT NAME] informed of all material operational decisions in a timely manner. Client agrees to respond to requests for approval within [X] business days. Failure to respond within this window will be treated as approval.

SECTION 3 — OBJECTIVES

The objectives of this fractional engagement include, but are not limited to:

- 1.[Objective 1]
- 2.[Objective 2]
- 3.[Objective 3]
- 4.[Objective 4]
- 5.[Objective 5]



Fractional Operations Leadership Agreement

SECTION 4 — MEASURES OF SUCCESS

Progress toward the objectives will be measured by:

- 1.[Measure 1]
 - 2.[Measure 2]
 - 3.[Measure 3]
 - 4.[Measure 4]
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SECTION 5 — TIMING AND AVAILABILITY

This engagement is estimated to require [ENGAGEMENT DURATION]. Jeffrey Summers can begin within one week of signed acceptance and receipt of initial payment, provided acceptance is received by [START DATE].

The fractional nature of this engagement means Jeffrey Summers will be present in the operation on a schedule agreed upon by both parties. The agreed schedule is: [SCHEDULE DETAILS — e.g., X days per week onsite, X days remote]. Any modifications to this schedule require mutual written agreement.

SECTION 6 — JOINT ACCOUNTABILITIES



Fractional Operations Leadership Agreement

[CLIENT NAME] will be responsible for:

- Internal scheduling and reasonable access to all areas of the operation
- Access to all key personnel, financial records, operational documentation, and systems necessary to fulfill the objectives of this engagement
- On-site administrative support as reasonably required
- Timely response to requests for information, approvals, or decisions as outlined in Section 2.3
- Ensuring all cast members and management are informed of Jeffrey Summers' operational role and authority for the duration of the engagement

Jeffrey Summers agrees to:

- Sign all required nondisclosure and confidentiality agreements
 - Maintain professional liability insurance for the duration of this engagement
 - Immediately communicate to [CLIENT NAME] any findings, developments, or decisions that materially impact the business
 - Operate within the scope of authority defined in Section 2
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Fractional Operations Leadership Agreement

SECTION 7 — TERMS AND CONDITIONS

7.1 Fee

The fee for this engagement is [FEE AMOUNT], payable as follows: [PAYMENT TERMS — e.g., monthly installments of \$X due on the 1st of each month].

All fees are inclusive of expenses for work conducted within [MARKET AREA]. Travel, administrative, and logistical expenses within this area are included. Any expenses beyond this area will be discussed and agreed upon in advance in writing.

7.2 Non-Cancelable Fee Obligation

This engagement, once approved, is non-cancelable for any reason. The full fee as stated in Section 7.1 remains due and payable regardless of early termination, postponement, or any other circumstance. The engagement may be delayed, rescheduled, or postponed without penalty to either party, provided that the full fee obligation remains intact.

7.3 Exit and Transition

Either party may initiate a transition out of this engagement with [NOTICE PERIOD] written notice to the other party. During the notice period, Jeffrey Summers will continue to fulfill all operational responsibilities and will work to ensure a smooth transition of leadership. The full fee obligation as stated in Section 7.1 remains due regardless of when notice is given.

Upon exit, Jeffrey Summers will:

- Transfer all operational authority back to [CLIENT NAME] or their designated successor



Fractional Operations Leadership Agreement

- Provide a written transition summary covering all open initiatives, pending decisions, vendor relationships, and cast development status
- Return all Client Evaluation Material per the Confidentiality Agreement (Section 9)

7.4 Intellectual Property

All frameworks, instruments, systems, and intellectual property developed or provided by Jeffrey Summers or Summers Hospitality Group LLC in the course of this engagement remain the exclusive property of Summers Hospitality Group LLC. [CLIENT NAME] receives a non-exclusive license to use these materials within their own operation for the duration of the engagement and for [X] years thereafter. This license is non-transferable.

SECTION 8 — LIABILITY

8.1 Professional Liability Insurance

Jeffrey Summers maintains professional liability insurance for the duration of this engagement.

8.2 Limitation of Liability

Jeffrey Summers' total liability to [CLIENT NAME] for any claims arising from this engagement, regardless of the form of action, shall not exceed the total fees paid to Jeffrey Summers under this Agreement. In no event shall Jeffrey Summers be liable for indirect, incidental, consequential, or punitive damages.



Fractional Operations Leadership Agreement

8.3 Indemnification

[CLIENT NAME] agrees to indemnify and hold harmless Jeffrey Summers and Summers Hospitality Group LLC from any claims, damages, or liabilities arising from decisions made by [CLIENT NAME] outside the scope of this Agreement, or from [CLIENT NAME]'s failure to provide timely approvals, accurate information, or access as required under Section 6.

8.4 Capital Expenditure Decisions

Jeffrey Summers shall have no liability for outcomes arising from capital expenditure decisions made by [CLIENT NAME] during the engagement, including decisions made at Jeffrey Summers' recommendation. Capital expenditure authority rests solely with [CLIENT NAME] per Section 2.2.

8.5 Pre-Engagement Indemnification

Jeffrey Summers and Summers Hospitality Group LLC shall have no liability for any decisions, contracts, obligations, debts, legal claims, employment actions, vendor commitments, or any other matters arising from actions taken or conditions existing prior to the commencement of this engagement. The operator agrees to indemnify and hold harmless Jeffrey Summers and Summers Hospitality Group LLC from any claims, damages, or liabilities arising from pre-engagement conditions or decisions, regardless of when those claims surface.

8.6 Third-Party Indemnification

The operator agrees to indemnify and hold harmless Jeffrey Summers and Summers Hospitality Group LLC from any claims, actions, damages, losses, or liabilities brought by any third party — including but not limited to vendors, employees, cast members, Guests, government agencies, landlords, lenders, or any other party — arising from or related to the operation of the business during or prior to the engagement. This indemnification applies regardless of whether the third-party claim arises from actions taken by Jeffrey Summers in the course of the engagement,



Fractional Operations Leadership Agreement

provided those actions were within the scope of authority defined in Section 2 of this Agreement.

8.7 Independent Contractor Status

Jeffrey Summers is engaged as an independent contractor and not as an employee of the operator. Nothing in this Agreement creates an employment relationship, partnership, joint venture, or agency relationship between Jeffrey Summers and the operator. The operator is solely responsible for all employment-related obligations for their cast, management, and any other personnel — including but not limited to wages, benefits, workers' compensation, payroll taxes, and compliance with applicable labor laws. Jeffrey Summers is not entitled to and shall not receive any employee benefits from the operator.

8.8 Confidentiality Survival

The confidentiality obligations set forth in Section 9 of this Agreement shall survive the termination of this engagement indefinitely and shall remain in full force and effect regardless of any dispute, legal action, arbitration, or third-party claim arising from or related to this engagement. The existence of any dispute or legal proceeding shall not relieve either party of their confidentiality obligations under Section 9.

SECTION 9 — CONFIDENTIALITY

Summers Hospitality Group LLC, having been retained by [CLIENT NAME] in a fractional operational leadership role, has been or will be furnished certain information concerning [CLIENT NAME]'s business, operations, finances, properties, and affairs (collectively, the "Evaluation Material").

SHG agrees that the Evaluation Material will be kept strictly and entirely confidential and will not be used in any way detrimental to [CLIENT NAME]. The Evaluation Material shall not be disclosed, in whole or in part, to anyone who is not



Fractional Operations Leadership Agreement

affiliated with or a representative of [CLIENT NAME] and does not have a need to know in order to support this engagement.

Both parties agree that neither will disclose to any third party the existence of this engagement or the nature of the work being performed.

Upon termination of the engagement, SHG agrees to return all Evaluation Material and all copies, summaries, and notes thereof to [CLIENT NAME] without retaining any copies. This confidentiality obligation survives termination of the engagement indefinitely.

SECTION 10 — GUARANTEE

All transactions and outcomes of this engagement are covered by the 100% Effective Guarantee. Full terms available at jeffreysummers.com/the-100-effective-guarantee.

SECTION 11 — DISPUTE RESOLUTION

Any dispute arising from or related to this Agreement shall first be addressed through direct negotiation between the parties in good faith for a period of 30 days. If the dispute is not resolved through negotiation, the parties agree to submit the matter to binding arbitration in Tarrant County, Texas, under the rules of the American Arbitration Association. The prevailing party shall be entitled to recover reasonable attorney's fees and costs. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.



Fractional Operations Leadership Agreement

ACCEPTANCE

Your signature below, or your initial payment per the terms above, constitutes acceptance of this Fractional Operations Leadership Agreement in its entirety, including all terms and conditions set forth herein.

For Summers Hospitality Group LLC:

Signature:

Name: Jeffrey Summers

Title: Principal

Date:

For [CLIENT NAME]:

Signature:

Name:

Title:

Date: