

FRANCHISE AGREEMENT

This Franchise Agreement ("Agreement") is made and entered into as of the

_____ day of _____ ,
20 _____ , by and between:

Franchisor: Name: _____

Address: _____

City, State, ZIP: _____

Franchisee: Name: _____

Address: _____

City, State, ZIP: _____

WHEREAS, the Franchisor has developed a unique system for the operation of businesses under the brand name _____ ("Brand"), and

WHEREAS, the Franchisee desires to operate a franchise under the Brand and in accordance with the Franchisor's system and standards,

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

1. DEFINITIONS

1.1 "Franchise" shall mean the right granted by the Franchisor to the Franchisee to operate a

business under the Brand.

1.2 "Territory" shall mean the geographic area described as

_____ .

1.3 "Initial Franchise Fee" shall mean the non-refundable fee of \$

_____ payable by the Franchisee to the Franchisor upon execution of this Agreement.

1.4 "Gross Sales" shall mean the total revenue generated from the operation of the Franchise, excluding sales tax, refunds, and allowances.

2. GRANT OF FRANCHISE

The Franchisor hereby grants to the Franchisee, and the Franchisee accepts, the right to operate a Franchise within the Territory, subject to the terms and conditions of this Agreement. The Franchisee acknowledges that this grant is non-exclusive and the Franchisor reserves the right to operate or license others to operate franchises outside the Territory.

3. TERM AND RENEWAL

3.1 The initial term of this Agreement shall be for a period of

_____ years, commencing on the date first above written.

3.2 The Franchisee may renew the Franchise for an additional term of

_____ years, subject to the Franchisee's compliance with the renewal conditions set forth by the Franchisor, including but not limited to, payment of a renewal fee of \$ _____ , execution of the then-current form of Franchise Agreement, and satisfactory performance during the initial term.

4. FRANCHISEE OBLIGATIONS

4.1 The Franchisee shall operate the Franchise in strict accordance with the Franchisor's standards and specifications.

4.2 The Franchisee shall pay to the Franchisor a royalty fee of

_____ % of the Gross Sales, payable on a monthly basis, due on or before the _____ day of each month for the

preceding month's sales.

4.3 The Franchisee shall maintain accurate books and records of the Franchise's operations and shall permit the Franchisor to audit such records upon reasonable notice.

5. TRAINING AND SUPPORT

The Franchisor shall provide initial training and ongoing support to the Franchisee as detailed in the Franchisor's operations manual. The Franchisee shall ensure that its employees attend and complete all required training programs.

6. MARKETING AND ADVERTISING

6.1 The Franchisee shall contribute _____ % of Gross Sales to the Franchisor's marketing fund, payable in the same manner as the royalty fee.

6.2 The Franchisee shall conduct local advertising and promotional activities as approved by the Franchisor, and shall submit all advertising materials to the Franchisor for prior written approval.

7. DEFAULT AND TERMINATION

7.1 Events of Default: The Franchisee shall be in default under this Agreement if it fails to comply with any material term of this Agreement, including but not limited to, failure to pay fees, maintain standards, or adhere to operational guidelines.

7.2 Termination: The Franchisor may terminate this Agreement upon written notice to the Franchisee if an event of default is not cured within _____ days of notice. The Franchisor may also terminate immediately upon the occurrence of certain events, including but not limited to, bankruptcy, insolvency, or criminal conviction of the Franchisee.

8. INDEMNIFICATION

The Franchisee agrees to indemnify and hold harmless the Franchisor from any claims, damages, or liabilities arising out of the operation of the Franchise, including but not limited to, claims related to employment, premises liability, and product liability.

9. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of _____ . The parties agree that any legal action or proceeding arising out of or related to this Agreement shall be brought exclusively in the courts of _____ County, State of _____ .

10. NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

Franchisor: Address: _____

Franchisee: Address: _____

11. SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be severed, and the remaining provisions shall continue in full force and effect.

12. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings, whether written or oral.

13. AMENDMENT

This Agreement may be amended only by a written document signed by both parties.

14. ASSIGNMENT

The Franchisee may not assign or transfer any rights or obligations under this Agreement without the prior written consent of the Franchisor. Any attempted assignment without such consent shall be void.

15. CONFIDENTIALITY

The Franchisee agrees to maintain the confidentiality of all proprietary information and trade secrets of the Franchisor and shall not disclose such information to any third party without the prior written consent of the Franchisor.

IN WITNESS WHEREOF, the parties hereto have executed this Franchise Agreement as of the date first above written.

Franchisor:

Signature: _____

Date: _____

Print Name: _____

Franchisee:

Signature: _____

Date: _____

Print Name: _____

Witness:

Signature: _____

Date: _____

Print Name: _____

Notary Public:

Signature: _____

Date: _____

Print Name: _____

Commission Expiration: _____

