

Franchise Contract

This agreement ("Agreement"), entered into by _____,
henceforth known as "Franchisee," and _____,
henceforth known as "Company," is to establish the relationship between the two parties with
regard to the Franchisee owning and operating a franchise of the Company.

This Agreement is entered into on the _____ day of _____, _____.

Both parties agree to the following conditions:

Section 1: The Agreement

1.1 Franchisee will own and operate a location of the Company at

_____. This location
{is/ not} currently set up to be a franchise of the Company. _____

_____.

1.2 This Agreement between the Franchisee and the Company begins on the day of the signing
of this contract, and continues until _____.

1.3 The Franchisee's territory will cover _____
_____.

Section 2: Payment

2.1 Franchisee will pay the Company _____ for the rights to own and
operate this franchise. This sum is payable _____

_____.

2.2 Franchisee will pay the Company royalties of _____ every
_____, payable to _____.

_____.
2.3 Failure to pay any royalties and/or fees within _____ of
the due date will result in _____.

Section 3: Franchisee Responsibilities

3.1 Franchisee will oversee the day-to-day management and operation of the franchise location, while maintaining the outward appearance customers have come to expect from the Company.
3.2 Franchisee is responsible for maintaining the upkeep of the location. The Company will inspect the location every _____. Failure to comply with the Company's standards in this regard, as noted in _____ will result in _____.

_____.

Section 4: Company Responsibilities

4.2 Company will also provide support in the form of _____

_____.

Section 5: Advertising

5.1 Franchisee will maintain its own advertising campaign locally, and pay _____ for the {al/international} advertising of the Company every _____.
5.2 Company will provide _____ to the Franchisee on a {monthly, ye} basis.

Section 6: Rights

6.1 The trademark and any copyrights belonging to the Company will remain the property of the company at all times. Franchisee has the right to use the trademarks and copyrights for the purposes of advertising and promotion, provided that _____

6.2 Any misuse of the Company's trademarks or copyrights will result in _____

Section 7: Selling or Transferring the Franchise

Franchisee may sell or transfer the franchise _____

Section 8: Renewal and Termination

8.1 This franchise agreement is up for renewal on _____. Should both parties agree to renew at this time, a new contract will be drafted and signed. If either party wishes to terminate the agreement, it is free to do so at this time.

8.2 Company has the right to withdraw the Franchisee's rights for the franchise at any time if Franchisee fails to comply with ALL company standards. The Franchisee will give up all rights to the franchise, and will not receive any compensation as a result.

Section 9: Severability and Jurisdiction

9.1 Invalidity or unenforceability of one or more provisions of this Agreement shall not affect any other provision of this Agreement.

9.2 Franchisee and Company acknowledge that this Agreement is subject to the laws and regulations of the state of _____.

Signed:

Franchisee Name

Company Representative Name

Franchisee Signature

Company Representative Signature

Notary Signature and Seal:

Notary Signature

Notary Seal