

FRANCHISE AGREEMENT

This **Franchise Agreement** (the "Agreement") is made and entered into on this **[Date]**, by and between:

Franchisor:

Name: [Franchisor Name]
Address: [Franchisor Address]
Email: [Franchisor Email]
Phone: [Franchisor Phone Number]

Franchisee:

Name: [Franchisee Name]
Address: [Franchisee Address]
Email: [Franchisee Email]
Phone: [Franchisee Phone Number]

WHEREAS, the **Franchisor** owns and operates a business under the brand name **[Brand Name]**, and the **Franchisee** desires to operate a franchise of the **Franchisor's** business under the terms and conditions set forth in this Agreement;

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

1. GRANT OF FRANCHISE

1.1 **Franchise Grant:** The **Franchisor** hereby grants the **Franchisee** the right to operate a franchise under the brand name **[Brand Name]** at the location specified in **Section 3** of this Agreement, and the **Franchisee** agrees to operate the franchise in accordance with the terms of this Agreement.

1.2 **Territory:** The **Franchisee** shall have the right to operate the franchise in the following exclusive territory:
[Define Territory]

2. FRANCHISE FEE AND PAYMENTS

2.1 **Franchise Fee:** The **Franchisee** agrees to pay a one-time **franchise fee** of **[Amount]** to the **Franchisor** upon execution of this Agreement. The franchise fee is non-refundable and covers the initial training, use of the brand, and other franchise support.

2.2 **Royalties:** The **Franchisee** shall pay a monthly royalty fee of **[Percentage]**% of the gross sales, due on the **[Date]** of each month.

2.3 **Additional Fees:** The **Franchisee** shall also be responsible for additional fees including, but not limited to, advertising contributions, training fees, or any other costs as agreed upon in the **Franchise Manual**.

3. FRANCHISEE LOCATION

3.1 **Premises:** The **Franchisee** agrees to operate the franchise at the following location:
[Franchise Location Address]

3.2 **Facility Standards:** The **Franchisee** agrees to maintain the franchise location in accordance with the **Franchisor's** standards and specifications, as outlined in the **Franchise Manual**.

4. TRAINING AND SUPPORT

4.1 **Training:** The **Franchisor** will provide initial training to the **Franchisee** and its staff on how to operate the franchise. The training will cover **[list of topics]**.

4.2 **Ongoing Support:** The **Franchisor** agrees to provide ongoing support to the **Franchisee** in areas such as marketing, operations, and product development. Support will be provided via **[email, phone, in-person visits]** as needed.

5. TERM AND TERMINATION

5.1 **Term:** This Agreement will remain in effect for an initial term of **[Years]** from the date of execution, and may be renewed upon mutual written agreement by both parties.

5.2 **Termination by Franchisor:** The **Franchisor** may terminate this Agreement if the **Franchisee** fails to comply with the terms of this Agreement or breaches any provision in the **Franchise Manual**.

5.3 **Termination by Franchisee:** The **Franchisee** may terminate this Agreement with **[Number]** days' notice if the **Franchisor** fails to provide agreed-upon support or services.

6. CONFIDENTIALITY AND NON-COMPETE

6.1 **Confidentiality:** The **Franchisee** agrees to maintain the confidentiality of all proprietary information provided by the **Franchisor**, including, but not limited to, marketing strategies, operational procedures, and financial data.

6.2 **Non-Compete:** The **Franchisee** agrees not to operate any business that directly competes with the **Franchisor's** business during the term of this Agreement and for **[Number]** years after termination.

7. INDEMNITY

7.1 **Indemnification:** The **Franchisee** agrees to indemnify and hold the **Franchisor** harmless from any claims, damages, or liabilities arising from the **Franchisee's** operation of the franchise.

8. MISCELLANEOUS

8.1 **Governing Law:** This Agreement shall be governed by the laws of **[State/Country]**.

8.2 **Dispute Resolution:** Any disputes arising from this Agreement will be resolved through **[arbitration/mediation]** in **[Location]**.

8.3 **Entire Agreement:** This Agreement constitutes the entire understanding between the parties and supersedes all prior negotiations, agreements, or understandings.

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

Franchisor:

Signature: _____

Name: _____

Date: _____

Franchisee:

Signature: _____

Name: _____

Date: _____