

Franchise Rights and Obligations Agreement

Date: _____

Franchisor: _____

Franchisee: _____

1. Franchise Rights

1. **Grant of Franchise:** The Franchisor grants the Franchisee the non-exclusive right to operate the franchised business at the designated location.
2. **Use of Trademarks:** The Franchisee is permitted to use the Franchisor's trademarks, trade names, logos, and branding as outlined in the operations manual.
3. **Territorial Rights:** _____
4. **Franchise Term:** The initial term of this agreement is _____ years, with renewal options subject to terms.
5. **Access to Systems & Support:**
 - Training programs
 - Operational support
 - Marketing guidance
 - Supply chain access

2. Franchisee Obligations

1. **Adherence to Standards:** Operate in compliance with Franchisor's standards and operating procedures at all times.
2. **Payment of Fees:**
 - Initial franchise fee: _____
 - Royalty fee: _____% of gross sales
 - Marketing fee: _____% of gross sales
3. **Reporting:** Submit accurate sales and financial reports as scheduled.
4. **Confidentiality:** Maintain the confidentiality of Franchisor's proprietary information.
5. **Maintenance:** Maintain premises and equipment in good order as specified by the Franchisor.
6. **Compliance with Laws:** Operate in compliance with all applicable laws and regulations.
7. **Approved Suppliers:** Use only approved suppliers unless otherwise permitted in writing.

3. Franchisor Obligations

1. **Provision of Operations Manual:** Furnish the Franchisee with all necessary manuals and documentation.
2. **Training:** Provide initial and ongoing training programs for Franchisee and staff.

3. **Ongoing Support:** Give operational and technical support as reasonably required.
4. **Marketing:** Provide marketing materials and national advertising as applicable.
5. **Product Supply:** Ensure timely supply of proprietary products and materials.

4. Termination

1. **Termination for Cause:** The Franchisor may terminate this agreement in the event of a material breach by the Franchisee.
2. **Consequences of Termination:** Upon termination, the Franchisee must:
 - Cease using all trademarks and branding
 - Return all manuals and proprietary materials
 - Settle outstanding financial obligations

5. Miscellaneous

1. **Dispute Resolution:** Any disputes shall be resolved via arbitration/mediation at the designated venue.
2. **Governing Law:** This agreement is governed by the laws of _____.
3. **Entire Agreement:** This document represents the entire understanding between parties and supersedes all prior agreements.

Signatures

Franchisor Signature	Date	Franchisee Signature	Date
 _____	 _____	 _____	 _____