

Essential Franchise Agreement Sample

This Franchise Agreement ("Agreement") is entered into as of **[Date]**, by and between **[Franchisor Name]** ("Franchisor") and **[Franchisee Name]** ("Franchisee").

1. Grant of Franchise

The Franchisor hereby grants the Franchisee the right to operate a **[Franchise Brand]** franchise at the following location: **[Franchise Address]**.

2. Term

The term of this Franchise Agreement shall be **[Initial Term]** years, commencing on the date above, unless terminated earlier in accordance with this Agreement.

3. Fees

- **Initial Franchise Fee:** \$**[Amount]** (due upon signing)
- **Ongoing Royalty Fee:** **[Percentage]**% of gross sales, payable monthly
- **Marketing/Advertising Fee:** **[Percentage or amount]**

4. Franchisee Obligations

- Operate the franchise according to Franchisor's standards and guidelines
- Participate in required training programs
- Use only approved suppliers and products
- Maintain proper records and submit regular reports

5. Franchisor Obligations

- Provide training and operational support
- Provide access to approved systems, trademarks, and materials
- Conduct periodic inspections and offer guidance

6. Intellectual Property

The Franchisee may use the Franchisor's trademarks, service marks, and trade secrets solely for the purpose of operating the Franchise, as set forth by this Agreement.

7. Termination

Either party may terminate this Agreement with written notice in the event of a material breach which is not cured within **[Number]** days, subject to the terms outlined herein.

8. Miscellaneous

- This Agreement is governed by the laws of **[Jurisdiction]**.
- Entire agreement; supersedes prior negotiations or agreements.
- Any modifications must be made in writing and signed by both parties.

Franchisor Signature _____ Date

Franchisee Signature _____ Date