

# Standard Franchise Agreement Form

This Franchise Agreement ("Agreement") is made and entered into as of \_\_\_\_\_ (the "Effective Date") by and between:

Franchisor

Franchisee

Address

Address

## 1. Grant of Franchise

The Franchisor hereby grants to the Franchisee the right to operate a franchise under the brand: \_\_\_\_\_, at the following location: \_\_\_\_\_.

## 2. Term

The term of this Agreement shall commence on the Effective Date and continue for \_\_\_\_\_ years, unless terminated earlier as provided herein.

## 3. Franchise Fees

The Franchisee agrees to pay:

- (a) Initial Franchise Fee: \_\_\_\_\_
- (b) Ongoing Royalty Fee (% of Gross Sales): \_\_\_\_\_
- (c) Marketing/Advertising Fee: \_\_\_\_\_

## 4. Duties and Obligations

### 4.1 Franchisor's Duties

- Provide initial training and support to Franchisee
- Allow use of brand trademarks, logos, and system
- Provide ongoing business support and guidelines

### 4.2 Franchisee's Duties

- Operate the business as per Franchisor's standards
- Maintain proper quality and service
- Submit regular reports and payments as required

## 5. Intellectual Property

The Franchisee acknowledges that the trademarks and intellectual property of the Franchisor are the exclusive property of the Franchisor and agrees to use them only as permitted under this Agreement.

## 6. Confidentiality

The Franchisee shall maintain the confidentiality of all proprietary information, methods, and trade secrets received from the Franchisor.

## 7. Termination

This Agreement may be terminated by either party under the following circumstances:

- Material breach of Agreement
- Insolvency or bankruptcy of either party
- Mutual written consent

## **8. Miscellaneous**

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements. Any amendment must be in writing and signed by both parties.

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Franchisor Signature

Date: \_\_\_\_\_

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Franchisee Signature

Date: \_\_\_\_\_