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Franchise Agreement

State of Alabama

This Franchise Agreement, hereinafter referred to as "Agreement," is entered into and made effective as of the date set forth at the end of this document ("Commencement Date") by and between the following parties:

_____, a corporation, incorporated under the laws of the state of Alabama, who will hereinafter be referred to as "Franchisor," having a primary address at the following:

and email address of the following: _____, and

_____, a corporation, incorporated under the laws of the state of Alabama, who will hereinafter be referred to as "Franchisee," having a primary address at the following:

and email address of the following: _____.

Franchisor and Franchisee may be referred to individually as "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, Franchisor owns a system (defined below, hereinafter referred to as

"System") and proprietary marks (defined below, hereinafter referred to as "Proprietary Marks") designed to allow Franchisor to run the business of the following (the "Business"):

WHEREAS, Franchisor accepts and allows franchisees to operate businesses according to certain terms and conditions under Franchisor's branded mark of the following:

_____;

WHEREAS, Franchisor sells certain products, as defined below ("Products") in connection with the Business;

WHEREAS, the System includes elements unique to the Franchisor and the Business, including, but not limited to, specifications, techniques, training methods, products, production methods, operating methods, designs, color schemes, furnishings, marketing materials and business requirements to continually increase the customer trust and goodwill in Franchisor's Business;

WHEREAS, the Franchisee desires to obtain a license to use Franchisor's System and Proprietary Marks in order to run a business under Franchisor's guidelines;

WHEREAS, Franchisor is willing to allow Franchisee to become part of Franchisor's chain business based on Franchisee's agreement to the terms and conditions stated herein;

NOW, therefore, in consideration of the promises and covenants contained herein, as well as other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties do hereby agree as follows:

Article 1 - DEFINITIONS:

a) Proprietary Marks: The Proprietary Marks are the marks owned by Franchisor, including but not limited to, Franchisor's branded mark, _____, as well as any and all other names, trademarks, servicemarks, logos, trade dress, or other commercial symbols or copyrighted materials belonging to Franchisor.

b) System: The System shall be defined as the conceptualization, specifications, design, marketing, operation, franchising and licensing of the Franchisor Business, including the expenditure of resources into the Business, for the purposes of commercial sale to the

public.

c) New Franchisee Business: New Franchisee Business shall be defined as the new business to be owned by the Franchisee, that utilizes Franchisor's System and Proprietary Marks, opened pursuant to this Agreement.

d) Term: The Term of the Agreement shall be defined as the period for which this Agreement will run, discussed more specifically elsewhere in this Agreement.

e) Gross Sales: Gross Sales shall be defined as all revenue derived from the New Franchisee Business, at regular prices before any discounts or other allowance, as well as all income of any and every other kind related to the New Franchisee Business, System, or Proprietary Marks, the fair value of any non-monetary consideration received by Franchisee for any items or sales from the New Franchisee Business, and all proceeds of business interruption insurance policies for the New Franchisee Business. Gross Sales shall not include sales or excise taxes, or other taxes, added to the selling price of any item or service collected from customers and given to state or Federal governments. Any tax rebates received by Franchisee shall be included in Gross Sales, however. Gross Sales also specifically include any charged sales.

f) Territory: Territory shall be defined as the specific geographic location where Franchisee is permitted to operate the New Franchisee Business. The Territory is as follows:

g) Franchisor Marketing Materials: Franchisor Marketing Materials are all the advertising and promotional materials, including press releases, signs, copy, concepts, brochures or other information used to advertise or market Franchisor's Business and given to franchisees for the purposes of advertising, as well.

h) Products: The Products shall be defined as the following products with Franchisor sells through the business or sells through franchised businesses:

Article 2 - LIMITED GRANT:

Franchisor hereby grants, and Franchisee accepts under the terms and conditions of this Agreement, a limited, non-transferable, exclusive license to use the Proprietary Marks and the System to operate a new business as a _____ business in the

Territory for the Term.

Article 3 - RESERVED RIGHTS:

Franchisee hereby acknowledges and agrees that this Agreement shall in no way mean that Franchisor's rights are limited with regard to Franchisor's Business. Franchisor and its affiliates, parents, subsidiaries, or related businesses hereby retain all rights to develop, operate, promote or otherwise exploit the Business, the System, and the Proprietary Marks. Franchisee additionally acknowledges and agrees that Franchisee is not entitled to any exclusivity or other territorial rights, except as specifically delineated in this Agreement.

Article 4 - FEES:

a) Franchise Fee: Franchisee shall pay the following initial franchise fee ("Initial Fee") to Franchisor for the right to enter this Agreement and in consideration of the New Franchisee Business: \$2 (two US dollars). The Initial Fee shall be paid as follows:

b) Failure To Pay: Should Franchisee fail to pay the Initial Fee or any portion of it, Franchisor shall have the absolute right to declare this Agreement null and void and retain any portion of the Initial Fee that Franchisee may have already paid. Franchisor shall then have no additional obligations to Franchisee under this Agreement.

c) The Initial Fee is nonrefundable.

d) Franchise Fees: Franchisee shall pay Franchisor periodic franchise fees ("Franchise Fees") as follows:

e) Reporting: Franchisee shall report its Gross Sales to Franchisor accurately, on a weekly basis, or any other periodic time period specified by the Franchisor, in any way that Franchisor requires.

f) Royalties: Franchisee shall pay Franchisor a royalty for use of the Proprietary Marks which shall be a flat fee weekly.

The amount shall be \$2 (two US dollars).

Royalty payments shall be due as follows:

Article 5 - ADVERTISING:

a) Franchisee hereby agrees to use and prominently display the Franchisor Marketing Materials and Proprietary Marks solely in connection with the New Franchisee Business.

b) Franchisee agrees to the following guidelines for local advertising and marketing purposes in connection with the New Franchisee Business:

Franchisor may request reports regarding Franchisee's advertising expenditure and activities, at Franchisor's sole and exclusive discretion.

c) Franchisee agrees not to advertise or market the New Franchisee Business in any way which may disparage or detract from the reputation of Franchisor. If Franchisee has not received prior approval for any marketing materials, Franchisee agrees to submit such materials to Franchisor for approval, which Franchisor will approve or deny in a reasonable time period.

Article 6 - OPENING DATE:

Franchisor and Franchisee agree to an estimated opening date of _____ ("Opening Date"). Notwithstanding the foregoing, Franchisee agrees not to commence any operations for the New Franchisee Business until Franchisor has approved the specifications of the business as adhering to the terms and conditions of this Agreement.

Article 7 - BUILD-OUT:

Franchisor and Franchisee agree to the following approximate build-out schedule:

Date by which plans need to be submitted: _____

Date by which build-out needs to begin: _____

Date by which build-out must be complete: _____

Article 8 - COMPLIANCE WITH SYSTEM:

Franchisee hereby agrees to strictly comply with Franchisor's System, as outlined by Franchisor to Franchisee. Such information will be given in the form of a manual, training provided, or other written document. Any failure of Franchisee to comply with the System standards shall be grounds for termination of this Agreement.

Specifically, Franchisee agrees that the following are the most important standards of adherence:

Article 9 - TERM & TERMINATION:

The Term of this Agreement shall begin on the Commencement Date listed at the end of this document and will end on the Expiration Date, as defined below, unless this is Agreement is terminated sooner as listed in this provision and elsewhere within this Agreement. If the dates set forth at the end of this document are different, this Agreement is to be considered effective as of the date that both Parties have signed the agreement, which may be the later date.

The Expiration Date shall be as follows: _____.

If, for any reason, Franchisee does not open the New Franchisee Business by the Opening Date, Franchisor shall be entitled to the following remedies, at Franchisor's sole and exclusive election:

- a) Franchisor shall allow Franchisee additional time to open the New Franchisee Business, leaving the Expiration Date as is; or
- b) Franchisor shall require Franchisee to enter into a new Franchise Agreement with a new Opening Date and possible new Expiration Date at the sole and exclusive discretion of Franchisor.

Franchisor shall have the ability to terminate this Agreement for good cause, defined as any material breach of this Agreement. Specifically, Franchisee acknowledges and agrees that the following acts (considered a non-exhaustive list, not including each specific material breach of this Agreement) shall be cause for immediate termination:

- a) Abandonment of the New Franchisee Business for a period of ten (10) consecutive days or any shorter period of time if Franchisor has determined that

Franchisee does not intend to continue operation of the New Franchisee Business;

b) Franchisee's bankruptcy or insolvency;

c) Any levy made upon the New Franchisee Business;

d) The right to occupy the physical space of the New Franchisee Business is lost or terminated in any way;

e) Franchisee is convicted of a felony or any criminal misconduct related to operation of the New Franchisee Business;

f) Franchisor discovers a material misrepresentation made by Franchisee in connection with this Agreement;

g) Franchisee engages in any behavior which would impair the Franchisor's trademark, trade name, or any other commercially-valuable intellectual property;

h) Franchisee behaves in any manner which would reflect poorly on the reputation and goodwill of Franchisor or fails to act in a commercially reasonable manner; or

i) Franchisee fails to pay any fees, costs, charges or other amounts due under this Agreement.

Franchisee must be given written notice of termination in advance of such termination and the notice must state the reasons for termination clearly. Franchisee may also be given opportunity to cure, if termination is not being undertaken as a result of one of the good cause reasons listed above.

Article 10 - RIGHTS & OBLIGATIONS ON TERMINATION:

In the event this Agreement naturally expires or is terminated, Franchisee hereby agrees to undertake the following acts:

a) Immediately cease to use the Proprietary Marks and the System for any business and return any manuals, specifications, forms, memoranda, training materials, advertising materials, instructions, and materials with the Proprietary Marks listed on them to Franchisor; and

b) Remove any signs or advertisements which identify Franchisor or Franchisor's business from the New Franchisee Business and perform any remodeling or redecoration which may be required by Franchisor to distinguish it further from

Franchisor's business.

Franchisor shall retain any and all fees and other monies paid pursuant to this Agreement. Franchisor shall also have the ability, at Franchisor's election, to purchase Franchisee's interest in any lease, physical space, furniture, fixtures, equipment or other tangible assets. The purchase price shall be the lesser of Franchisee's cost or the then fair market value of such tangible property, as assessed by an independent appraiser.

If there are any fees owed to Franchisor at the expiration or termination of this Agreement, Franchisee shall pay them immediately. If the termination is by reason of Franchisee's breach or default, such sums shall include any and all damages, costs, and expenses incurred by Franchisor.

Franchisor shall retain all rights and remedies after the termination or expiration of this Agreement. Furthermore, such expiration or termination shall not release Franchisee of any of obligations to Franchisor at the time of the expiration or termination nor terminate those obligations and liabilities of Franchisee which, by their nature, survive the expiration or termination of this Agreement.

Article 11 - RENEWAL:

If Franchisee should like to renew the Parties' relationship at the end of its Term, Franchisee shall provide a written request for renewal to Franchisor at least 180 (one hundred and eighty) days prior to the Expiration Date. Such written document shall describe that the particular request is for one additional Term as defined in this Agreement.

Franchisee hereby acknowledges and agrees that the terms of any agreement to renewal ("Renewal Agreement") may be substantially different, including any royalty or franchise fees and any other terms at Franchisor's sole and exclusive discretion.

In order to be considered for renewal, Franchisee shall have met each of the following condition(s):

Despite meeting the above-listed condition(s), Franchisee acknowledges and agrees that Franchisor shall in no way be obligated to issue any Renewal Agreement to Franchisee.

If Franchisor decides, in Franchisor's sole and exclusive discretion, that a Renewal

Agreement shall be offered to Franchisee, Franchisee shall execute such agreement in a timely manner.

The Parties acknowledge and agree that this Agreement confers no automatic right or other right to renewal, continuation, or a subsequent franchise agreement on or after the Expiration Date and that Franchisor shall have no obligation to continue any relationship with Franchisee after the Expiration Date. If Franchisor elects not to renew, written notice must be provided to the Franchisee at least 180 (one hundred and eighty) days in advance.

If Franchisee enters into any new lease or extends any lease for tenancy of the New Franchisee Business extending beyond the Term, Franchisee acknowledges that Franchisee shall be doing so at its own risk.

Article 12 - FRANCHISOR'S OBLIGATIONS:

- a) Prior to the Opening Date, Franchisor shall provide initial training for Franchisee and portions of Franchisee's staff, in Franchisor's sole and exclusive discretion. Franchisor is not obligated to train more than one person, but may allow additional staff if Franchisor sees fit.
- b) Prior to the Opening Date, Franchisor shall loan or otherwise provide a copy of an operations manual to Franchisee for the purpose of allowing Franchisee to become familiar with Franchisor's requirements.
- c) Prior to the Opening Date, Franchisor shall provide Franchisee with standard criteria for the design and configurations required for the New franchisee Business, including exterior and interior design and layout, fixtures, furnishings, equipment, and signage.
- d) Prior to the Opening Date, Franchisor shall inspect the New Franchisee Business to determine that it reasonably conforms to the requirements of Franchisor.
- e) Franchisor shall provide certain pre-opening and opening assistance and guidance to Franchisee, as Franchisor deems appropriate in Franchisor's sole and exclusive discretion.
- f) Franchisor will continue to make available Franchisor's products for sale to Franchisee, so that Franchisee may effectively run the New Franchisee Business.
- g) Franchisor shall provide Franchisee with advisory assistance from time to time, including with the provision of information, data, manuals, techniques, and possibly

materials regarding the New Franchisee Business and its operations.

Article 13 - RELOCATION OR OUTSIDE SALES:

No part of this Agreement permits Franchisee any rights to relocate the New Franchisee Business, use the System outside the New Franchisee Business, or engage in any services or sell any goods bearing the Proprietary Marks outside the Territory. If Franchisor occasionally agrees to allow Franchisee to engage in business outside the Territory, this shall not be considered a waiver of the foregoing. Franchisor shall have specific requirements applicable to any sales or services outside the Territory.

Article 14 - PROPRIETARY MARKS:

a) Franchisor's Retained Rights: Franchisee hereby acknowledges and accepts that Franchisor is the owner of all right, title and interest in and to the Proprietary Marks. As such, Franchisor agrees to indemnify and hold Franchisee harmless against any claims that Franchisee's use of the Proprietary Marks infringes on the rights of any third party. In such a scenario, Franchisee agrees to immediately notify Franchisor of the claim, as well as cooperate to the maximum extent possible in Franchisor's defense and/or settlement of the claim.

b) Franchisee's Use: In conjunction with other provision in this Agreement, Franchisor hereby grants Franchisee a limited, non-exclusive, revocable license to use, reproduce, publicly display, or distribute the Proprietary Marks for the agreed-upon terms set forth in this Agreement. The Proprietary Marks used for any purpose not directly related to these terms must be with the express written permission of Franchisor and may include the payment of additional fees unless otherwise agreed to in writing.

c) Franchisee agrees to use the Proprietary Marks in substantially the same manner as used by Franchisor as part of the System, specifically as follows:

Franchisee may also be requested by Franchisor to identify itself as a licensee or franchisee in a certain manner and must do so.

d) Franchisee may not assign, transfer, sublicense, or otherwise allow any other person or business to use any of the Proprietary Marks and may not hold itself out as an agent of Franchisor through the use of the Proprietary Marks.

e) Franchisee will not use, display, or apply for registration with or register with any local, state, or Federal government any names or marks that are similar to any of the Proprietary Marks, in Franchisor's sole and exclusive discretion.

f) Franchisee hereby agrees to comply with all of Franchisor's instructions regarding any required filings for fictitious or business names, as well as execute and maintain any necessary paperwork to run the New Franchisee Business and use the Proprietary Marks.

g) If any litigation ensues or is threatened regarding the Proprietary Marks against Franchisee, Franchisee shall immediately notify Franchisor in writing and cooperate fully in Franchisor's defense or settlement of the claim. Franchisee agrees not to institute any litigation or make any demand or serve any notice of any legal action without first obtaining the written prior consent of Franchisor. Franchisor has the right to bring such action and to join Franchisee.

h) Franchisee agrees that Franchisor and any affiliates are the owners of all right, title, and interest in and to the Proprietary Marks, as well as the goodwill associated with such marks, and that such marks are valid to identify the Franchisor's Business and System, as well as those additional franchisees who operate using the System.

i) Franchisor may, at Franchisor's sole and exclusive discretion, replace, add, delete or otherwise modify the Proprietary Marks. If Franchisor takes any such action, Franchisee hereby agrees to accept the new Proprietary Marks and bear the cost of confirming the New Franchisee Business for the new Proprietary Marks.

j) Franchisee agrees, now and hereafter, not to attack the ownership, title or rights of Franchisor or Franchisor's affiliates in any of the Proprietary Marks, contest the validity of any of the Proprietary Marks, take any action which could jeopardize or infringe upon the Proprietary Marks or misuse the Proprietary Marks in any way.

k) Franchisee acknowledges and agrees that Franchisee has no ownership interest in any of the Proprietary Marks, the System, or any other intellectual property belonging to Franchisor and/or Franchisor's affiliates, and that any license granted hereunder is non-exclusive and shall be in effect only for the term of this Agreement and Franchisee's relationship with Franchisor. Franchisee further acknowledges and agrees that Franchisee is not owed any intellectual property rights by Franchisor and that this license is revocable at any time.

l) Franchisee may not use any other marks in connection with any of the Proprietary Marks, unless Franchisee has received specific prior written approval from Franchisor.

Article 15 - NON-COMPETITION:

During the course of this Agreement and for a period of five (5) years thereafter, Franchisee agrees to refrain from engaging, directly or indirectly, in any form of commercial competition (including, but not limited to, through business, marketing, investment or financial activities) with Franchisor. Franchisee agrees not to engage in any form of commercial competition either single-handedly or through the employment or contracting with a third-party or organization. Specifically, Franchisee shall not:

- a) Use any of the business information given by Franchisor to Franchisee directly or indirectly to procure a commercial advantage over Franchisor or otherwise use any designs, ideas or concepts created by or belonging to Franchisor without the express written consent of the Franchisor;
- b) Solicit the clients or customers of Franchisor to provide services or supply goods to them of the same or a similar type to those provided by Franchisor during the course of this Agreement and for a period of five (5) years following the termination of this Agreement;
- c) Endeavour to entice away from Franchisor or employ or offer to employ any person who is employed by Franchisor during the term of this Agreement and for five (5) years following the termination of this Agreement, whether or not the person would commit a breach of his or her contract of employment by being enticed or accepting employment with them. This prohibition shall not apply to the recruitment of any such employee who has answered a bona fide advertisement or been recruited by an agency to Franchisee, if the Franchisee has not given directly or indirectly any form of encouragement to that employee to do so.

Franchisee also agrees not to sell any products, other than those specifically provided by Franchisor through the System, in the Territory during the Term.

Article 16 -

Article 17 - INSURANCE & INDEMNIFICATION:

During the term of this Agreement, Franchisee shall obtain and maintain insurance coverage with insurance carriers acceptable to Franchisor in accordance with the Franchisor's insurance requirements. The coverage shall begin as soon as Franchisee signs a lease for the New Franchisee Business.

The coverage requirements are as follows:

Franchisee hereby agrees to indemnify Franchisor, and all of Franchisor's agents, employees, and representatives against any and all damage, liability, and loss, as well as legal fees and costs incurred, however caused, as a result of the use, condition, construction, equipment, decorating, maintenance or operation of the New Franchisee Business.

Article 18 - RELATIONSHIP OF THE PARTIES:

The Parties hereby acknowledge and agree that nothing in this Agreement shall be deemed to constitute a partnership, joint venture, agency relationship or otherwise between the Parties. The Franchisee shall be considered an independent contractor for the Franchisor. This Agreement is for the sole and express purpose of that independent contractor relationship for the opening and operation of the New Franchisee Business under the terms and conditions herein.

Article 19 - GENERAL PROVISIONS:

a) JURISDICTION, VENUE & CHOICE OF LAW: The Parties hereby agree that the laws of the state of Alabama shall govern any matter or dispute relating to or arising out of this Agreement, as well as any dispute of any kind that may arise between the Parties, with the exception of its conflict of law provisions. In case any litigation specifically permitted under this Agreement is initiated, the Parties agree to submit to the personal jurisdiction of the state and federal courts of the following county: _____, Alabama. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature. Franchisee hereby waives the right to any objection of venue, including assertion of the doctrine of forum non conveniens or similar doctrine.

b) ARBITRATION: In case of a dispute between the Parties relating to or arising out of this Agreement, the Parties shall first attempt to resolve the dispute personally and in good faith. If these personal resolution attempts fail, the Parties shall then submit the dispute to binding arbitration. The arbitration shall be conducted in the following county: _____. The arbitration shall be conducted by a single arbitrator and such arbitrator shall have no authority to add Parties, vary the provisions of this Agreement, award punitive damages, or certify a class. The arbitrator shall be bound by applicable and governing Federal law as well as the law of the state of Alabama. Claims necessitating arbitration under this section include, but are not

limited to: contract claims, tort claims, claims based on Federal and state law, and claims based on local laws, ordinances, statutes or regulations. *Intellectual property claims by the Franchisor will not be subject to arbitration and may, as an exception to this sub-part, be litigated.* The Parties, in agreement with this sub-part of this Agreement, waive any rights they may have to a jury trial in regard to arbitral claims.

c) LANGUAGE: All communications made or notices given pursuant to this Agreement shall be in the English language.

d) ASSIGNMENT: Franchisor shall have the right to assign or transfer any of its rights or delegate any of its obligations under this Agreement in whole or in part to any person, firm or corporation. As to Franchisee, however, this Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by Franchisee, without prior express written consent of Franchisor, which consent must not be unreasonably withheld if the proposed transferee meets Franchisor's then-existing requirements for franchisees. If Franchisor agrees to any assignment, Franchisor and Franchisee shall then discuss the terms of the assignment, which shall be through an additional executed agreement. If Franchisee attempts to assign or otherwise transfer this Agreement without Franchisor's approval, Franchisor may terminate the Agreement in Franchisor's sole and exclusive discretion.

e) AMENDMENTS: This Agreement may only be amended in writing signed by both Parties.

f) NO WAIVER: None of the terms of this Agreement shall be deemed to have been waived by any act or acquiescence of Franchisor. Only an additional written agreement can constitute waiver of any of the terms of this Agreement between the Parties. No waiver of any term or provision of this Agreement shall constitute a waiver of any other term or provision or of the same provision on a future date. Failure of Franchisor to enforce any term of this Agreement shall not constitute waiver of such term or any other term.

g)

h)

i) ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous understandings, whether written or oral.

j) HEADINGS: Headings to this Agreement are for convenience only and shall not

be construed to limit or otherwise affect the terms of this Agreement.

k) COUNTERPARTS: This Agreement may be executed in counterparts, all of which shall constitute a single agreement. If the dates set forth at the end of this document are different, this Agreement is to be considered effective as of the date that both Parties have signed the agreement, which may be the later date.

l) FORCE MAJEURE: Neither Party is liable for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances.

m) NOTICES ELECTRONIC COMMUNICATIONS PERMITTED: i) Any notice to be given under this Agreement shall be in writing and shall be sent by first-class mail, airmail, or email, to the address of the relevant Party set out at the head of this Agreement, or to the relevant email address set out below or other email address as that Party may from time to time notify to the other Party in accordance with this clause. The relevant contact information for the Parties is as follows:

Franchisor:

Franchisee:

Notices sent as above shall be deemed to have been received 3 working days after the day of posting (in the case of inland first-class mail), or 7 working days after the date of posting (in the case of airmail), or next working day after sending (in the case of email).

In proving the giving of notice, it shall be sufficient to prove that the notice was left, or that the envelope containing the notice was properly addressed and posted, or that the applicable means of telecommunication was addressed and dispatched and dispatch of the transmission was confirmed and/or acknowledged as the case may be.

EXECUTION:

Name: _____

Representative Name: _____

Representative Title: _____

Representative Signature: _____

Date: _____

Name: _____

Representative Name: _____

Representative Title: _____

Representative Signature: _____

Date: _____