**Franchise Agreement**

**Title: Product Distribution Franchise Agreement**

**Parties Detail:**

This Product Distribution Franchise Agreement (the "Agreement") is entered into between [Your Company Name] (the "Franchisor"), and [Franchisee's Name] (the "Franchisee") collectively referred to as the **"Parties."**

This Product Distribution Franchise Agreement (the "Agreement") is made and entered into as of [date], by and between [Franchisor Name], a [State] corporation, having its principal place of business at [address] (the "Franchisor"), and [Franchisee Name], a [State] corporation, having its principal place of business at [address] (the "Franchisee").

WHERE AS, the Franchisor is engaged in the business of manufacturing and distributing \_\_\_\_\_\_\_\_\_\_\_ (the "Product").

WHERE AS, the Franchisee desires to obtain a franchise to distribute the Product in a designated territory (the "Territory").

**Note:**

Additional documents or attachments that are referenced in the main agreement are referred as **exhibits** in the following agreement.

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

**Agreement Details:**

* **Grant of Franchise:**

The Franchisor grants the Franchisee a non-exclusive right to distribute and sell the Products specified in Exhibit A under the Marks owned by the Franchisor.

The Franchisee agrees to operate the franchise business solely at the Franchise Location specified in Exhibit B.

* **Term:**

The initial term of this Agreement: [insert number of years] years, commencing on [insert start date] and terminating on [insert end date], unless terminated earlier as provided herein.

The Agreement may be renewed for successive terms of [insert number of years] years each, upon mutual agreement.

* **Franchisee's Obligations:**

Operate the franchise business according to the standards, procedures, and policies outlined in the Franchisor's Operations Manual.

Maintain an adequate inventory of Products and ensure proper display and marketing.

Promptly report sales and submit required financial reports as specified by the Franchisor.

Comply with all applicable laws, rules, and regulations related to the franchise business operation.

* **Franchisor's Obligations:**

Provide initial training on the operation and management of the franchise business to the Franchisee and its employees.

Offer ongoing support, guidance, and assistance to the Franchisee.

Supply the Franchisee with necessary Products, marketing materials, and related items as specified in the Agreement.

* **Fees and Payments:**

Franchisee to pay an initial franchise fee of [insert amount] upon Agreement execution.

Franchisee to pay ongoing royalties based on a percentage of gross sales of Products as specified in Exhibit.

Franchisee responsible for any applicable advertising fees or other charges as outlined in the Agreement.

* **Intellectual Property:**

Franchisee acknowledges Franchisor's ownership of all intellectual property rights in the Marks and proprietary materials.

Franchisee shall not use the Marks or any similar marks without prior written consent from the Franchisor.

* **Termination:**

Either Party may terminate this Agreement upon written notice if the other Party commits a material breach, remaining uncured after [insert number of days] days.

Upon termination, Franchisee must cease using the Marks and return all proprietary materials to the Franchisor.

* **Confidentiality:**

Franchisee must keep all confidential information received from the Franchisor confidential, including trade secrets, customer data, business strategies, and proprietary information, without disclosing it to any third party without written consent.

* **Non-Competition:**

During the term of this Agreement and for a period of [insert number of years] years following termination or expiration, Franchisee shall not directly or indirectly engage in any business competing with the franchise business operated under this Agreement within a [insert geographical area] radius of the Franchise Location.

* **Governing Law and Dispute Resolution:**

This Agreement shall be governed by and construed in accordance with the laws of [insert governing law jurisdiction].

Any disputes arising from this Agreement shall be resolved through negotiation, mediation, or arbitration as specified in the Agreement.

* **Entire Agreement:**

This Agreement constitutes the entire understanding between the Parties, superseding all prior discussions, negotiations, and agreements, whether oral or written, related to the subject matter herein.

* **Amendment:**

Any amendment or modification to this Agreement must be in writing and signed by both Parties.

* **Severability:**

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired.

* **Execution:**

Please indicate your acceptance of the terms and conditions of this Agreement by signing below. This Agreement shall become effective upon execution by both Parties.

|  |  |
| --- | --- |
| [Franchisor's Name] | [Franchisee's Name] |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**Witnessed by:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Name]

[Title]

[Date]