**Franchise Agreement**

**[Educational Institute] Franchise Agreement
for**

**[Franchisor]**

**And**

**[Franchisee]**

This Education Institute Franchise Agreement ("Agreement") is entered into on this [Date] (the "Effective Date") between **[Franchisor Name]**, a corporation incorporated under the laws of **[jurisdiction]**, with its principal place of business at **[address]** (hereinafter referred to as the "Franchisor"), and **[Franchisee Name]**, a corporation incorporated under the laws of **[jurisdiction]**, with its principal place of business at **[address]** (hereinafter referred to as the "Franchisee").

**Recitals:**

* Franchisor owns and operates an education institute known as **[Franchisor's Institute]**, which offers educational programs and services.
* Franchisee desires to operate a franchise of **[Franchisor's Institute]** at **[Franchisee's Location]**, under the terms and conditions set forth in this Agreement.
* Franchisor is willing to grant Franchisee the right to operate the franchise, subject to the terms and conditions herein.
* Now, therefore, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

**Grant of Franchise:**

* Franchisor grants Franchisee a non-exclusive, non-transferable right and license to operate a franchise of **[Franchisor's Institute]** at **[Franchisee's Location]** (the "Franchise Location") for the term of this Agreement.

**Franchise Fees:**

* Franchisee agrees to pay Franchisor an initial franchise fee of **[amount]** (the "Initial Fee") upon signing this Agreement. The Initial Fee is non-refundable and covers the cost of initial training, support, and use of the Franchisor's trademarks and proprietary materials.

**Term and Renewal:**

* The initial term of this Agreement shall be [number] years, commencing on the Effective Date. Franchisee shall have the option to renew this Agreement for successive periods of **[number]** years, subject to Franchisee's compliance with the terms and conditions of this Agreement and payment of the renewal fee specified by Franchisor.

**Franchisee's Obligations:**

* Franchisee shall diligently operate the franchise business in accordance with the standards, methods, and procedures established by Franchisor.
* Franchisee shall maintain adequate staffing, facilities, and equipment necessary for the operation of the franchise business.
* Franchisee shall participate in the initial training program provided by Franchisor and any subsequent training programs as required.
* Franchisee shall pay a royalty fee equal to **[percentage]**% of its gross revenue on a monthly basis, due within **[number]** days after the end of each month.
* Franchisee shall use only authorized materials, trademarks, and logos provided by Franchisor in its operations.

**Support and Assistance:**

* Franchisor shall provide Franchisee with initial training, ongoing support, and assistance, including but not limited to operational guidance, marketing materials, and access to Franchisor's proprietary software systems.
* Franchisee acknowledges that Franchisor may modify or update its systems, methods, and procedures from time to time, and Franchisee agrees to comply with such modifications.

**Confidentiality:**

* Franchisee acknowledges that during the term of this Agreement, it may have access to confidential information, trade secrets, and know-how of Franchisor. Franchisee agrees to maintain the confidentiality of all such information and shall not disclose, use, or reproduce any confidential information without the prior written consent of Franchisor, except as required for the proper operation of the franchise business.

**Marketing and Advertising:**

* Franchisee agrees to contribute **[percentage]**% of its gross revenue towards local and national marketing and advertising efforts conducted by Franchisor or its designated marketing agency.
* Franchisee shall comply with Franchisor's marketing and advertising guidelines, which may include the use of approved promotional materials, branding, and advertising channels.

**Termination and Default:**

* Either party may terminate this Agreement upon written notice if the other party commits a material breach of any provision of this Agreement, and such breach remains uncured for a period of **[number]** days after receiving written notice of the breach.
* Franchisor may terminate this Agreement immediately if Franchisee engages in illegal or unethical business practices, compromises the reputation of the Franchisor, or fails to meet the required standards of operation.
* Upon termination, Franchisee shall cease using Franchisor's trademarks and proprietary materials and shall discontinue all operations associated with the franchise business.

**Governing Law and Dispute Resolution:**

* This Agreement shall be governed by and construed in accordance with the laws of **[jurisdiction]**.
* Any disputes arising out of or in connection with this Agreement shall be resolved through good faith negotiations between the parties. If the dispute cannot be resolved amicably, the parties agree to submit the dispute to binding arbitration in accordance with the rules of **[arbitration organization]** in **[jurisdiction]**.
* The prevailing party in any legal action or arbitration arising from this Agreement shall be entitled to recover its reasonable attorneys' fees and costs incurred in connection with such action or arbitration.

**Entire Agreement:**

* This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings, and agreements, whether oral or written.

**Severability:**

* If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect, and the parties shall negotiate in good faith to replace the invalid provision with a valid and enforceable provision that achieves the original intent of the Agreement.

**Waiver:**

* The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of such provision or the right to enforce it at a later time, unless expressly stated in writing and signed by the waiving party.

**Assignment:**

* Franchisee may not assign or transfer any rights or obligations under this Agreement without the prior written consent of Franchisor. Any attempted assignment or transfer without consent shall be null and void.

**Notices:**

* Any notice or communication required or permitted under this Agreement shall be in writing and delivered personally or sent by registered or certified mail, postage prepaid, or by recognized overnight courier service to the parties at their respective addresses stated in this Agreement or as subsequently designated in writing.

**Survival:**

* The provisions of this Agreement that, by their nature, extend beyond the termination or expiration of this Agreement shall survive the termination or expiration and shall continue to be binding on the parties, including but not limited to confidentiality, dispute resolution, and governing law.

IN WITNESS WHEREOF, the parties hereto have executed this Education Institute Franchise Agreement as of the Effective Date first above written.

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| --- | --- |
| **Franchisor** | **Franchisee** |
| **[Franchisor Name]** | **[Franchisee Name]** |
| **[Title]** | **[Title]** |
|  |  |
| **[Signature]** | **[Signature]** |
| **[Date]** | **[Date]** |