



BusinessYield Franchise Partnership Template

[Your Company Name] Franchise Partnership Agreement

This Franchise Partnership Agreement ("Agreement") is made and entered into as of [Date], by and between [Franchisor Name], a [Legal Structure of Franchisor, e.g., Corporation, Limited Liability Company, etc.], located at [Franchisor Address] ("Franchisor"), and [Franchisee Name], a [Legal Structure of Franchisee], located at [Franchisee Address] ("Franchisee").

Grant of Franchise:

a. Franchisor hereby grants to Franchisee the non-exclusive right and license to operate a franchise under the [Your Company Name] brand name at the location(s) specified in Exhibit A (the "Franchise Location(s)").

b. Franchisee acknowledges that the franchise granted herein is subject to the terms and conditions of this Agreement and any operating standards, procedures, and specifications as may be provided by Franchisor.

Term:

a. The term of this Agreement shall commence on the Effective Date and shall continue for a period of [Term Length], unless earlier terminated by the provisions of this Agreement.

Fees and Payments:

a. Franchisee shall pay Franchisor an initial franchise fee of [Amount] upon execution of this Agreement.

b. Franchisee shall also pay ongoing royalties of [Royalty Percentage] of gross sales to Franchisor, payable [Monthly/Quarterly/Annually], as further detailed in Exhibit B.

Training and Support:

a. Franchisor shall provide initial training to Franchisee and its employees as outlined in Exhibit C.

b. The franchisor shall provide ongoing support and assistance to the Franchisee as reasonably necessary to maintain the standards and operations of the franchise.

Marketing and Advertising:

a. Franchisee shall contribute [Marketing Contribution Percentage] of gross sales to a cooperative marketing fund, as detailed in Exhibit D, for joint marketing and advertising efforts.

b. Franchisee shall adhere to the marketing and advertising guidelines provided by Franchisor.

Confidentiality:

a. Both parties agree to maintain the confidentiality of all proprietary information exchanged during the term of this Agreement.

Termination:

a. This Agreement may be terminated by either party upon [Notice Period] written notice to the other party for material breach or insolvency.

b. Franchisor may terminate this Agreement immediately in the event of certain specified breaches by Franchisee, as outlined in Exhibit E.

Governing Law:

a. This Agreement shall be governed by and construed by the laws of [Jurisdiction].

[Additional clauses or exhibits specific to your franchise system can be added as needed.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

[Franchisor Name]

By: _____

Name: [Authorized Signatory]

Title: [Title]

[Franchisee Name]

By: _____

Name: [Authorized Signatory]

Title: [Title]

Exhibits:

- Exhibit A: Franchise Location(s)
- Exhibit B: Fee Schedule
- Exhibit C: Training Program
- Exhibit D: Marketing Fund Contribution
- Exhibit E: Termination Criteria