

Master Franchise Agreement Form Sample

This **master franchise agreement form sample** is designed to streamline the legal process for multi-unit operations, providing a clear framework for franchisors and franchisees. It outlines essential terms and conditions, ensuring consistency and compliance across multiple locations. Utilizing this template helps protect both parties' interests while facilitating efficient expansion.

1. Parties

This Master Franchise Agreement ("Agreement") is made and entered into as of [Date] by and between:

- **Franchisor:** [Franchisor Legal Name], with principal offices at [Address] ("Franchisor")
- **Master Franchisee:** [Franchisee Legal Name], with principal offices at [Address] ("Franchisee")

2. Grant of Master Franchise

1. The Franchisor hereby grants to the Franchisee the exclusive right to operate and sub-franchise [Franchise Brand] outlets within the territory of [Defined Territory], subject to the terms of this Agreement.
2. The Franchisee may establish and operate a minimum of [Number] outlets during the term of this Agreement.

3. Term and Renewal

1. The term of this Agreement shall commence on the Effective Date and continue for [Number] years, unless terminated earlier as provided herein.
2. Renewal options may be exercised by the Franchisee subject to compliance with all material terms and payment of renewal fees.

4. Franchise Fees

1. The Franchisee shall pay to the Franchisor an initial master franchise fee of [Amount], due upon execution of this Agreement.
2. Ongoing royalties of [Percentage]% of gross sales from each outlet shall be paid monthly.
3. Additional marketing and development fees may apply as detailed in Schedule A.

5. Duties and Obligations

1. The Franchisee agrees to comply with Franchisor's operational standards, training requirements, and brand guidelines across all units.
2. The Franchisee will not enter into agreements with competing brands within the territory during the term of this Agreement.
3. The Franchisor will provide training, support, and system updates on a regular basis.

6. Intellectual Property

1. All trademarks, trade secrets, and proprietary materials remain the exclusive property of the Franchisor.
2. The Franchisee is granted a non-transferable license to use such intellectual property solely within the terms of this Agreement.

7. Confidentiality & Non-Disclosure

1. Both parties agree to maintain strict confidentiality regarding proprietary information and trade secrets.

8. Termination

1. This Agreement may be terminated by either party upon material breach, insolvency, or mutual agreement.
2. Upon termination, the Franchisee shall cease use of all intellectual property and branding materials.

9. Dispute Resolution

1. Any disputes arising from or related to this Agreement shall be resolved through mediation, and if necessary, binding arbitration.

10. Governing Law

1. This Agreement shall be governed by and construed in accordance with the laws of [Jurisdiction].

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

[Franchisor Name], Franchisor

[Franchisee Name], Franchisee

Date: _____