**FRANCHISE AGREEMENT**

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This Franchise Agreement (“Agreement”) is made and entered into as of [Date], by and between:

**Franchisor:**
[Full Legal Name of Franchisor]
[Address]
[City, State, ZIP Code]
(“Franchisor”)

AND

**Franchisee:**
[Full Legal Name of Franchisee]
[Address]
[City, State, ZIP Code]
(“Franchisee”)

**RECITALS**

WHEREAS, the Franchisor owns the rights to certain trademarks, service marks, logos, business systems, and proprietary knowledge associated with [Franchisor’s Brand Name] (the “Brand”); and

WHEREAS, the Franchisee desires to operate a business using the Franchisor’s Brand and intellectual property within a specific territory under the terms and conditions of this Agreement.

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



**1. GRANT OF FRANCHISE**

1.1 **Franchise Rights.**
The Franchisor hereby grants to the Franchisee the non-transferable, non-exclusive (unless otherwise stated) right to operate a franchise business under the Brand and to use the Franchisor’s trademarks, logos, proprietary systems, and business methods within the Territory defined in Section 1.2.

1.2 **Territorial Rights.**
The Franchisee is authorized to operate the franchise within the following geographic area: [Describe Territory]. The Franchisee [☐ has / ☐ does not have] exclusive rights within the territory.

1.3 **Term.**
This Agreement shall remain in effect for a term of [e.g., 5 or 10] years from the Effective Date unless terminated earlier in accordance with Section 9.

**2. PRODUCTS AND SERVICES**

2.1 **Authorized Offerings.**
The Franchisee is authorized to offer and sell only those products and/or services approved in writing by the Franchisor.

2.2 **Changes to Offerings.**
The Franchisor reserves the right to add, delete, or modify the authorized products and services from time to time, and the Franchisee agrees to comply with such changes.

**3. FEES AND ROYALTIES**

3.1 **Initial Franchise Fee.**
Upon execution of this Agreement, the Franchisee shall pay to the Franchisor a one-time initial franchise fee of $[Amount].

3.2 **Royalty Fees.**
The Franchisee shall pay to the Franchisor a recurring royalty fee of [e.g., 5%] of the franchise’s gross monthly revenue, due on the [1st/15th] of each month.

3.3 **Advertising Contributions.**
The Franchisee agrees to contribute [e.g., 2%] of gross monthly revenue to the national advertising fund.

**4. OPERATIONS**

4.1 **Standard Operating Procedures.**
The Franchisee shall follow all Standard Operating Procedures (SOPs) as outlined in the Franchisor’s Operations Manual (“Manual”).

4.2 **Operational Manuals.**
The Franchisor shall provide the Franchisee with manuals detailing procedures for daily operations, customer service, and inventory management. These manuals may be updated periodically.

4.3 **Compliance Requirements.**
The Franchisee must comply with all applicable laws and regulations, including health, safety, and labor laws.

**5. MARKETING AND ADVERTISING**

5.1 **Marketing Support.**
The Franchisor will provide access to national campaigns and approved local marketing templates and materials.

5.2 **Local Advertising.**
The Franchisee may engage in local advertising efforts, subject to prior written approval from the Franchisor. All materials must comply with brand guidelines.

5.3 **Promotional Activities.**
The Franchisee may run promotional offers only in accordance with the Franchisor’s rules and may not alter pricing or messaging without approval.

**6. INTELLECTUAL PROPERTY**

6.1 **Use of IP.**
The Franchisee is granted a limited license to use the Franchisor’s trademarks, logos, trade dress, and proprietary systems solely in connection with the franchise.

6.2 **Restrictions.**
The Franchisee shall not make any unauthorized modifications to the Franchisor’s IP or use it outside the scope of this Agreement.

6.3 **Protection of IP.**
Both parties agree to take reasonable steps to prevent unauthorized use or infringement of the Franchisor’s IP. The Franchisee must notify the Franchisor of any suspected IP violations.

**7. TRAINING AND SUPPORT**

7.1 **Initial Training.**
The Franchisor shall provide initial training to the Franchisee and designated employees regarding brand operations and procedures.

7.2 **Ongoing Support.**
The Franchisor will offer ongoing support, which may include periodic site visits, refresher training, and updates to procedures and marketing strategies.

**8. RECORDS AND REPORTING**

8.1 **Accounting and Records.**
The Franchisee must maintain accurate and complete financial and operational records.

8.2 **Reporting Requirements.**
The Franchisee shall submit monthly sales reports and other requested documentation to the Franchisor as per the reporting schedule.

**9. TERM AND TERMINATION**

9.1 **Termination by Franchisor.**
The Franchisor may terminate this Agreement for cause, including but not limited to failure to pay fees, breach of contract, or damage to the brand reputation.

9.2 **Termination by Franchisee.**
The Franchisee may terminate this Agreement upon [e.g., 60] days written notice if the Franchisor materially breaches any provision of this Agreement and fails to cure such breach.

9.3 **Post-Termination Obligations.**
Upon termination, the Franchisee must cease all use of the Franchisor’s IP, return all manuals and materials, and remove all signage and branding from the business premises.

**10. MISCELLANEOUS**

10.1 **Governing Law.**
This Agreement shall be governed by and construed in accordance with the laws of the State of [State].

10.2 **Entire Agreement.**
This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral.

10.3 **Amendments.**
Any amendments to this Agreement must be in writing and signed by both parties.

10.4 **Severability.**
If any provision of this Agreement is found invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this Franchise Agreement as of the Effective Date.

**Franchisor:**
Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name: [Full Name]
Title: [Title]
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Franchisee:**
Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name: [Full Name]
Title: [Title, if applicable]
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**FRANCHISE AGREEMENT (SAMPLE)**

This Franchise Agreement (“Agreement”) is made and entered into as of **March 1, 2025**, by and between:

**Franchisor:**
**Grill House Brands, Inc.**
1258 Westlake Avenue
Austin, TX 78701
(“Franchisor”)

AND

**Franchisee:**
**Jason M. Caldwell**
4882 Oakridge Drive
Reno, NV 89503
(“Franchisee”)

**RECITALS**

WHEREAS, the Franchisor owns the rights to certain trademarks, service marks, logos, business systems, and proprietary knowledge associated with **Grill House BBQ & Burgers** (the “Brand”); and

WHEREAS, the Franchisee desires to operate a business using the Franchisor’s Brand and intellectual property within a specific territory under the terms and conditions of this Agreement.

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

**1. GRANT OF FRANCHISE**

1.1 **Franchise Rights.**
The Franchisor hereby grants to the Franchisee the non-transferable, non-exclusive right to operate a Grill House BBQ & Burgers franchise business and to use the Franchisor’s trademarks, logos, proprietary systems, and business methods within the Territory defined below.

1.2 **Territorial Rights.**
The Franchisee is authorized to operate the franchise within the following geographic area: **Washoe County, Nevada**. The Franchisee **☑ has** exclusive rights within this territory.

1.3 **Term.**
This Agreement shall remain in effect for a term of **10 years** from the Effective Date unless terminated earlier in accordance with Section 9.

**2. PRODUCTS AND SERVICES**

2.1 **Authorized Offerings.**
The Franchisee is authorized to offer and sell all products and services currently sold under the Grill House BBQ & Burgers brand, including burgers, smoked meats, BBQ plates, beverages, and sides.

2.2 **Changes to Offerings.**
The Franchisor may update the product or service list quarterly, and the Franchisee agrees to comply with any such changes within 30 days of notice.

**3. FEES AND ROYALTIES**

3.1 **Initial Franchise Fee.**
Upon execution of this Agreement, the Franchisee shall pay to the Franchisor a one-time initial franchise fee of **$35,000**.

3.2 **Royalty Fees.**
The Franchisee shall pay to the Franchisor a royalty fee of **6%** of gross monthly revenue, due on the **15th** of each month.

3.3 **Advertising Contributions.**
The Franchisee agrees to contribute **2%** of gross monthly revenue to the national advertising fund.

**4. OPERATIONS**

4.1 **Standard Operating Procedures.**
The Franchisee shall follow all SOPs provided in the Franchisor’s Operations Manual, including those for food preparation, employee uniforms, store cleanliness, and customer service.

4.2 **Operational Manuals.**
The Franchisor shall provide the Franchisee with manuals detailing procedures for daily operations, food safety, marketing, and HR. These may be updated as needed.

4.3 **Compliance Requirements.**
The Franchisee must comply with all state and local health codes, labor laws, ADA compliance, and fire safety regulations.

**5. MARKETING AND ADVERTISING**

5.1 **Marketing Support.**
The Franchisor will provide access to national advertising campaigns, including TV, radio, and social media efforts promoting the Grill House brand.

5.2 **Local Advertising.**
The Franchisee may conduct local advertising, including billboards and digital campaigns, but must first receive written approval from the Franchisor’s Marketing Department.

5.3 **Promotional Activities.**
The Franchisee may participate in seasonal promotions (e.g., Fourth of July Combo Meal Deals) provided by the Franchisor. Custom promotions must be approved in advance.

**6. INTELLECTUAL PROPERTY**

6.1 **Use of IP.**
The Franchisee is granted a limited license to use the Grill House name, logos, recipes, menu design, and software platforms exclusively for the purpose of operating the franchised business.

6.2 **Restrictions.**
The Franchisee shall not alter logos, brand colors, menu design, or advertising language without prior written consent.

6.3 **Protection of IP.**
Both parties agree to actively protect the Franchisor’s IP. The Franchisee must report suspected trademark infringement or brand misuse by third parties within 5 business days.

**7. TRAINING AND SUPPORT**

7.1 **Initial Training.**
The Franchisor shall provide the Franchisee with a two-week training course at its headquarters in Austin, TX, covering brand standards, software systems, and food preparation.

7.2 **Ongoing Support.**
The Franchisor will conduct quarterly reviews, offer periodic refresher training, and provide support through the Franchise Relations Team.

**8. RECORDS AND REPORTING**

8.1 **Accounting and Records.**
The Franchisee shall maintain complete and accurate records using the Franchisor-approved POS system and accounting software.

8.2 **Reporting Requirements.**
Monthly sales reports, inventory logs, and customer satisfaction summaries must be submitted electronically by the 10th of each month.

**9. TERM AND TERMINATION**

9.1 **Termination by Franchisor.**
The Franchisor may terminate this Agreement with 30 days’ notice for non-payment, repeated brand violations, or criminal conduct that damages the brand’s reputation.

9.2 **Termination by Franchisee.**
The Franchisee may terminate this Agreement with 60 days’ notice if the Franchisor fails to provide agreed-upon support or violates terms.

9.3 **Post-Termination Obligations.**
The Franchisee must cease all business operations under the Grill House brand, return all confidential materials, and remove signage within 15 days of termination.

**10. MISCELLANEOUS**

10.1 **Governing Law.**
This Agreement shall be governed by and construed in accordance with the laws of the State of **Texas**.

10.2 **Entire Agreement.**
This document represents the entire agreement between the parties. No oral promises or side agreements are binding unless amended in writing.

10.3 **Amendments.**
All amendments must be in writing and signed by both parties.

10.4 **Severability.**
If any provision is found invalid, the remaining sections remain enforceable.

**IN WITNESS WHEREOF**, the parties hereto have executed this Franchise Agreement as of the Effective Date.

**Franchisor:**
Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name: **Emily J. Robbins**
Title: **Director of Franchise Operations**
Date: **March 1, 2025**

**Franchisee:**
Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name: **Jason M. Caldwell**
Title: **Owner/Operator**
Date: **March 1, 2025**