

Master Franchise Agreement Template for International Expansion

This Master Franchise Agreement ("Agreement")

is made and entered into as of [Date], by and between:

[Franchisor Name], a company incorporated under the laws of [Jurisdiction], with its principal office at [Address] ("Franchisor"),

and

[Master Franchisee Name], a company incorporated under the laws of [Jurisdiction], with its principal office at [Address] ("Master Franchisee").

1. Definitions

"Franchise System" means the methods, procedures, and standards developed by Franchisor for operating [Business Type].

"Territory" means the geographic area described in Annex A.

"Licensed Marks" means trademarks, service marks, logos, and trade dress specified in Annex B.

2. Grant of Master Franchise

1. Franchisor grants Master Franchisee the exclusive right to sub-franchise and operate [Business Type] Units within the Territory, using the Franchise System and Licensed Marks.
2. The rights granted are subject to the terms and conditions of this Agreement.

3. Term and Renewal

1. The initial term of this Agreement is [X] years from the Effective Date.
2. Master Franchisee may renew the Agreement for additional terms, subject to compliance with renewal conditions as set forth in Section 14.

4. Fees and Payments

1. Master Franchisee shall pay an initial Master Franchise Fee of [Amount] upon signing.
2. Ongoing Royalty Fees and Marketing Fund contributions are as set forth in Annex C.

5. Obligations of the Franchisor

- Grant access to the Franchise System and Licensed Marks.
- Provide initial training and opening assistance.

- Offer ongoing operational support and system updates.

6. Obligations of the Master Franchisee

- Strict adherence to the Franchise System and standards.
- Sub-franchise only within the Territory.
- Maintain appropriate records and submit required reports.
- Pay all fees promptly.

7. Training and Support

Franchisor will provide comprehensive initial and ongoing training programs as detailed in Annex D.

8. Intellectual Property

1. Licensed Marks are and remain the property of Franchisor.
2. Master Franchisee may use Licensed Marks only as permitted by this Agreement and Franchise System guidelines.

9. Confidentiality

Master Franchisee shall not disclose Franchisor's confidential information during and after the term of this Agreement.

10. Termination

1. Franchisor may terminate this Agreement for cause, including but not limited to material breach by Master Franchisee.
2. Effects of termination are outlined in Annex E.

11. Governing Law and Dispute Resolution

This Agreement is governed by the laws of [Jurisdiction]. Any disputes arising under this Agreement shall be resolved by [Arbitration/Courts] in [Location].

12. General Provisions

- This Agreement constitutes the entire understanding between the parties.
- Any amendments must be in writing and signed by both parties.

Franchisor:

Name:

Title:

Master Franchisee:

Name:

Title:

Date: _____

Annexes

1. Annex A â€“ Territory Description
2. Annex B â€“ Licensed Marks
3. Annex C â€“ Fees Structure
4. Annex D â€“ Training Program
5. Annex E â€“ Termination Provisions