

SAMPLE OF FRANCHISE CONTRACT

ARTICLE 5. DURATION AND RENEWAL OF CONTRACT

5.1. The present Contract shall come into force on the date which appears at the top of the document, and shall be valid for years [*usually 5 years*].

5.2. On the date of its expiry, this Contract shall be renewed for successive periods of five years each, unless either Party should communicate to the other, in writing and within a minimum of[2, 3, 6] months before the date upon which renewal is to take place, his/her intention to decline such renewal.

ARTICLE 6. COMMENCEMENT OF ACTIVITY

6.1. The Franchisee undertakes to commence the activity to which the franchise applies by [month and day] [year].

6.2. Should the Franchisee not have commenced commercial activity under the franchise agreement by this date, the Franchisor reserves the right consequently to rescind the Contract.

6.3. Commencement of activity is to be understood as the opening to the public of the authorized establishment, after:

- (a) The successful attendance by the Franchisee at the Preliminary Training Program as described in article 12.1 of the present Contract and the conferral by the Franchisor of the appropriate certification to that end;
- (b) The conferral by the Franchisor of the Certificate of Conformity as described in article 7.1. of the present Contract; and
- (c) The possession of all licences and authorizations required for the commencement of commercial activity to which the franchise applies.

ARTICLE 7. ADAPTATION AND FURNISHING OF THE AUTHORIZED ESTABLISHMENT

7.1. The Franchisor delivers to the Franchisee, who consequently receives, the [name of Franchisor] network Standard Project of adaptation of the premises, in which the materials, colours and furnishings are described for the correct adaptation of the authorized establishment to the standard features of the [name of Franchisor] network. The Franchisee declares that (s)he understands and agrees that the

said document does not form a technical project of any sort, but rather sets out the criteria to be observed in order to adapt the authorized establishment to the corporate image of the [name of Franchisor] network.

7.2. The Franchisee undertakes to carry out, and bear the cost of, the technical project and the work necessary for the adaptation of the authorized establishment, according to the guidelines laid out in the Standard Project for adaptation of an establishment of the [name of Franchisor] network.

7.3. The technical project to be carried out by the Franchisee shall be subject to the Franchisor's approval in order to ensure that it conforms with the guidelines laid out in the Standard Project for adaptation of an establishment of the [name of Franchisor] network. The approval of the technical project by the Franchisor shall apply only to the furnishings, accessories, utensils, materials and elements or complements included in the project with the requirements of corporate standardization for adaptation of an establishment of the [name of Franchisor] network; such approval does not replace or substitute any sort of certification or recognition required by administrative entities, professional associations or any other type of organization.

7.4. The Franchise shall allow the Franchisor, or any professional appointed thereby, free access to the Franchised Establishment at any time for the duration of the building work required by the technical project, in order to check that it is being carried out correctly.

7.5. Prior to the opening to the public of the authorized establishment, the Franchisor or his/her representative shall visit the premises and deliver, if appropriate, a "Certificate of Conformity" which shall certify that the authorized premises conform to the guidelines laid out in the Standard Project for adaptation of an establishment of the [name of Franchisor] network.

7.6. The Certificate of Conformity represents only the approval of the Franchisor of the furnishings, accessories, utensils, materials and elements or complements used for the adaptation and decoration of the authorized establishment and its conformity to the requirements of corporate standards for establishments of the [name of Franchisor] network. It shall not replace or substitute any certification or recognition required by administrative entities, professional guilds or any other type of organization.

This is a sample of 2 pages out of 22 of the **Franchise Contract**.

To get more information about this contract click here:

[FRANCHISE CONTRACT](#)