



# Franchise Agreement

**Prepared for:**

Jack Gabban [Client.LastName]  
[Client.Company]

**Created by: GoSmart org**

This franchise agreement governs Jack Gabban [Client.LastName]'s license to operate an authorized franchise location under the franchise company umbrella. The agreement is valid as of agreement date and lasts for a period of agreement years.

## Agreement Parties

### Franchise Operator

Jack Gabban [Client.LastName]	
Name	
[Client.StreetAddress]	[Client.Email]
Street	Email
[Client.City], [Client.State], [Client.PostalCode]	[Client.Phone]
City, State, Zip	Phone

## Agreement Parties

EFEITALIADO (GoSmart)	
Name	
Rua da Salinas 6	go7smart@gmail.com
Street	Email
Tavira	999333666
8800-337	Phone

<b>Franchise FEES</b>	<b>700€</b>	<b>Discount 50%</b>	<b>350€</b>
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<b>Enter price</b>	<b>00 000€</b>	<b>30% Discount</b>	<b>00 000€</b>
<b>Payment 1 contract day</b>	<b>8 000€</b>	<b>Payment 2 access day</b>	<b>00 000€</b>

# Franchise Agreement Terms

## Owner Responsibilities [Client.LastName]

- Agrees to provide all necessary documentation and materials to meet requirements such as tax VAT accounting and local permits etc of the franchise location.
- Agrees to oversee the daily 7days a week management and operation of said franchise location and employees.
- Leading by example about healthy living, by being physically active wearing GoSmart clothes at least 4 times a week in public. As well as participating in at least 4 events or competitions a year. (This also applies to staff)
- Follow recipes on GoSmart webpage.
- GoSmart Tavira / Rua da Salinas 6 must be manned at least 4h a day and between 10.00-14.00
- Purchases of items and clothing from specified suppliers, in cases where specific suppliers are not specified, purchases can be made at any location.
- Local marketing through socilamedia, obilgatorically at least Facebook and Instagram with 3-5 post and 7-15 stories a week. If any specific temples or themes are specified by GoSmart website, these should be followed.
- GoSmart clothing with logos should be used during working hours and on private vehicles the logo should be displayed.
- Without any advance notice provide access to GoSmart management to visit and inspect of said location.
- Offer to clients at least 3 optional and free outdoor classes of 35min per week . Examples are available on the GoSmart website.
- Create training and work events at least every two months according to the GoSmart event strategy. Other types of events that are part of the health policy can then be organised on your own.
- Will ensure that the location adheres to established franchise guidelines for appearance and cleanliness.
- Any and all failure to apply with the terms and conditions set forth may result in termination of the agreement, and further legal action as deemed necessary by GoSmart org Jack Gabban.

## Franchise Responsibilities

The company is currently in good standing under all laws and has all requisite power and authority to enter into this agreement with the owner.

To the owners current knowledge there are no legal manners or personal manners the will prohibit them from fulfilling this contracts term.

Company will provide needed support as listed below for Jack Gabban [Client.LastName] as agreed to in this franchise agreement.

- Provide 30-day start-up assistance and coordination and recruitment of staff
- Provide 7 days of training on site to Franchise or Project Manager includes workout, cooking, operation and marketing
- Responsibility for store rental and access, contracts such as operation of the accommodation and the GoSmart food business is in order.
- Global website and social media marketing.
- Constantly develop the concept by following trends, global marketing and opening new units
- Contributing with new recipes, menus, events, workout program and marketing material on the website.
- Gosmart provides a 6-month machine warranty and a 12-month other function warranty, repairs and replacement machines are provided within 5 working days.
- GoSmart provides complete shop ready to use, according to the agreed date.
- Provide support and assistance to franchisees.
- Organize annual event and update training for franchisees.

[Client.LastName] agrees to pay franchise for the rights to own and operate this franchise location. Payment amount is shown in the table above and includes any deposits, discounts, and taxes related to said amount.

[Client.LastName] also agrees to pay said Company royalties from 6th month up to 250€ on a monthly basis as agreed upon by both parties. Failure to pay any royalties and/or fees within agreed time period may result in termination, seizure or withdrawal of [Client.LastName]'s franchise license.

## Advertising

[Client.LastName] will conduct and maintain all independent advertising and will pay annual marketing fee to GoSmart org as payment for any National or International advertising required for overall franchise operation. [Client.LastName] will be invoiced monthly for above mentioned advertising. Company will provide and maintain all signage, products, etc necessary for location promotions or branding. The following items have been found necessary for the success of the franchise additional items must be requested no later than 3 days from purchase date. (First year free of charge)

Items	Description

## **Rights**

Any and all trademarks and any copyrights belonging to franchise will remain GoSmart org Jack Gabban's sole intellectual property at all times. Jack Gabban [Client.LastName] will have limited and non-exclusive rights for use of said trademarks and copyrights for the sole purposes of advertising and promotion. Contact details and passwords may not be divulged without the agreement of GoSmart. Any misuse of the Company's trademarks or copyrights will result in contract termination and legal action. Any misuse of the Company's trademarks or copyrights will result in the termination of this agreement.

## **Selling/Transferring of Franchise**

[Client.LastName] may sell or transfer the franchise with prior written and approved notice from company. GoSmart has the right of first refusal

Company has rights to deny any selling or transferring of ownership of the franchise location for any reason.

## **Confidentiality**

Any and all trademarks and any copyrights belonging to franchise will remain GoSmart org 's sole intellectual property at all times. [Client.LastName] will have limited and non-exclusive rights for use of said trademarks and copyrights for the sole purposes of advertising and promotion.

Any misuse of the Company's trademarks or copyrights will result in contract termination and legal action. Any use of the owners copyrighted material without prior approval will be subject to agreement termination.

All confidential information exchanged between owner and company shall be labeled and clearly marked as confidential.

## **Renewal and Termination**

This franchise agreement will be renewed as of renewal date. Both parties will have options to renew or cancel this Franchise Agreement at said date.

Failure to comply with any and all terms of this agreement made by the franchisee will result in termination of the agreement in its entirety.

As a result [Client.LastName] will agree to give up all rights to use the Franchise's intellectual property at the location listed in this franchise agreement, including intellectual property such as logos and signage.

## Severability and Jurisdiction

Any terms found unenforceable will have the option to be replaced as deemed necessary. The exclusion of above-mentioned terms will in no way affect any other portions of this agreement.

Both parties are in agreement any and all disagreements pertaining to this franchise agreement shall take place in [Sender.State].

## Terms

This agreement will come "Into Term" upon the signing of this document.

This agreement shall remain active for a period of 1 year of signing unless one of the following occur,

1. Termination by either party in disregard for the terms and conditions.
2. Lapse of contract due to no extension or finalization of franchise agreement.
3. Legal proceedings from either agreeing party.

By signing this agreement both parties acknowledge understanding and agreement of all above listed terms and conditions.

## Acceptance

By signing below, both parties agree to enter into, uphold, and enforce the entire terms of this franchise agreement template. **Access date is set to .....**

[Sender.Company]

[Client.Company]

GoSmart org Jack Gabban

[Client.LastName]