**INSTRUCTIOEDN ON FRANCHISE AGREEMENT**

To: JAY CHAUHAN
Barrister and Solicitor
330 Highway 7 East, Suite 309.
Richmond Hill, Ontario L4B 3P8.

1. NAME AND ADDRESS OF CLIENT:

2. NAME AND ADDRESS OF FRANCHISOR:

3. NAME AND ADDRESS OF FRANCHISEE:

4. ACTIVITY:
(Described briefly the kind of activity that the franchise organization will do)

5. EXCLUSIVE TERRITORY:
(If you are providing an exclusive territory to the franchisee please described the geography boundaries of the territory)

6. SUPPLY OF GOODS:
(If the franchisor will supply the materials what will be the price to the franchisee?)

7. TRADEMARKS AND PATENTS:
(If you have any trademarks or patents obtained please describe and advise if there will be a user agreement with the franchisee for the usual trademark or patent)

8. START UP AND TRAINING:
(Please describe the assistance the franchisor will provide to the franchisee to start the business up and to train and if there is any cost to be paid by the franchisee)

9. TERMINATION:
(Under what circumstances would the franchisor or the franchisee have the right to terminate the agreement)

10. ADVERTISING:
(Who will do the advertising and what percentage of the sales will be required to be used for advertising purposes)

11. FRANCHISE FEE:
(How much is the franchisor charging at the outset as a franchise fee, and the percentage payable based on the gross revenue)

12. COMMENCEMENT DATE:
(Please state the date on which the agreement is to commence)

**INFORMATION ON FRANCHISOR**

How old is the franchisor company? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

How many franchises have been established so far? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Can references and addresses be provided of three franchisee operations which can be examined for their satisfaction and profitability?

1.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 How much did the franchisor invest in the company? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

What is the area of exclusive operation of the franchise which the franchisor will give you in the agreement? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

What printed material can the franchisor provide? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

How many people work at the head office? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

What training will the franchisor provide? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

What on going support will the franchisor provide? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

What assistance will the franchisor provide for the opening? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

What expense and arrangement has been made for advertising? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

How long will the franchise agreement last? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

What is the arrangement for renewal of the franchise agreement? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

What happens if the franchisor is bankrupt? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Who will sign the lease of the premises? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Please attach additional pages as necessary.

I understand that this document has been developed for the purpose of organizing the information necessary for my matter. I understand that by filling out this form I have not retained your services. Until I have signed a Retainer Agreement pursuant to the above matter, the Law Office of Jay Chauhan is not obliged to advise or act on my matter. I understand that I can send this document by fax, email or other means but **only** if instructed to do so by your office. I understand that some of the information contained may be confidential, and should I send this to your office without instruction to do so, I cannot hold you liable by any means.