

EDUCATIONAL CENTRE

FRANCHISE AGREEMENT

BETWEEN:

-AND-

(FRANCHISEE)

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FRANCHISE AGREEMENT

THIS AGREEMENT is made as of the _____ day of _____, _____,

BETWEEN:

a company incorporated pursuant to the laws of the Province of _____
(hereinafter referred to as the "Franchisor")

-and-

(Franchisee)
of the City of _____, in the Province of _____
(hereinafter referred to as the "Franchisee")

WHEREAS the Franchisor has developed and is the owner of certain proprietary plans, systems, procedures and methods, all of which constitute the unique and valuable System offering educational services and products;

AND WHEREAS the Franchisor owns and has the right to use and to licence others to use certain trademarks, trade names and other intellectual property, as well as the goodwill attached thereto in the operation of such business system;

AND WHEREAS the Franchisee acknowledges that the Franchisor now has goodwill of substantial value and that the Franchisee will benefit from being identified with and franchised by the Franchisor and from being able to use the System and the trade names and trademarks of the Franchisor;

AND WHEREAS the Franchisee has applied for a grant of a franchise to operate the business with the nonexclusive licence to utilize the System, the Franchisor's trade names and trademarks, and the Franchisor's expertise upon the terms and conditions hereinafter set forth;

AND WHEREAS the Franchisee in establishing such business will require training by, and assistance from, the Franchisor;

AND WHEREAS the Franchisor is prepared to grant the Franchisee the licence to provide those services which are specifically described herein, to use the applicable plans, systems, procedures and methods constituting a part of the System, to use the Franchisor's trademarks, and trade names authorized herein (or such other trade marks, or trade names as the Franchisor may authorize in addition to such trade marks, or trade names, or in substitution of such trademarks, or trade names), in reliance upon the Franchisee's application for a _____ franchise (hereinafter referred to as the "Franchise" or "Business") upon the terms and conditions hereinafter set forth;

NOW THEREFORE in consideration of the execution of this Agreement and of the covenants and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed and understood as follows:

1. Recitals

1.1 The parties acknowledge and agree that the foregoing recitals are true in substance and in fact.

2. Definitions

2.1 For the purposes of this Agreement the following are hereby defined:

(a) "Affiliate", or "Affiliate of the Franchisor" means: