

# Franchise Agreement

THIS AGREEMENT (the "Agreement") is made by and between Acquisitions Incorporated (the "Franchisor") of Baldur's Gate and \_\_\_\_\_ (the "Franchisee") of \_\_\_\_\_ (location) on the basis of the following understandings and agreements:

## 1. Basis for Agreement

Acquisitions Incorporated has developed methods for establishing, operating, and promoting businesses engaged in the business of acquisitions using the service mark and related trade names and trademarks (the "Marks") and the Acquisitions Incorporated proprietary methods of doing business (the "Licensed Methods"). Acquisitions Incorporated grants the right to others to develop and operate a Acquisitions Incorporated franchise, under the Marks and pursuant to the Licensed Methods.

The Franchisee desires to establish a Acquisitions Incorporated franchise at a location identified herein or to be later identified, and Acquisitions Incorporated desires to grant the Franchisee the right to operate a Acquisitions Incorporated franchise at such location under the terms and conditions which are contained in this Agreement.

## 2. Grant of Franchise

Acquisitions Incorporated grants to the Franchisee and the Franchisee accepts from Acquisitions Incorporated, the right to use the Marks and Licensed Methods in connection with the establishment and operation of a Acquisitions Incorporated franchise, at the location described in this Agreement. The Franchisee agrees to use the Marks and Licensed Methods, as they may be changed, improved, and further developed by the Franchisor from time to time, only in accordance with the terms and conditions of this Agreement.

The Franchisee agrees at all times to faithfully, honestly, and diligently perform Acquisitions Incorporated obligations hereunder, and to continuously exert best efforts to promote the Acquisitions Incorporated franchise. The Franchisee agrees to utilize the Marks and Licensed Methods to operate all aspects of the business franchised hereunder in accordance with the methods and systems developed and prescribed from time to time by Acquisitions Incorporated, all of which are a part of the Licensed Methods. The Franchisee shall offer such products and services as Acquisitions Incorporated shall designate and shall be restricted from manufacturing, offering, or selling any products or services not previously approved by Acquisitions Incorporated in writing. The Franchisee's Acquisitions Incorporated must feature Acquisitions Incorporated brand items manufactured by Acquisitions Incorporated or its designated suppliers and related non-primary items ("Items") approved by Acquisitions Incorporated in writing.

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### **3. Franchise Fee**

The Franchisee agrees to pay Acquisitions Incorporated an amount as calculated in supplement A as Franchise Fee as a monthly operation cost and tithes. The payment of the franchise fee enables the Franchisee to enjoy the use of the Acquisitions Incorporated system and name, as well as assistance in brand management, and a number of staff as agreed upon within Supplement B. The Franchisee agrees they have received Supplements A, B, C and D in relation to this section.

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(Signed)

### **4. Franchised Location and Designated Area**

The Franchisee is granted the right and franchise to own and operate one Acquisitions Incorporated franchise at \_\_\_\_\_ ("Franchised Location").

The rights that are granted to the Franchisee under this Agreement are for the specific Franchised Location and cannot be transferred to any other location without the prior written approval of Acquisitions Incorporated.

### **5. Development Assistance**

In addition to Acquisitions Incorporated untrained staffing, equipment list, design services, Operations Manual, and other pre-opening services described elsewhere in this Agreement, Acquisitions Incorporated will provide the Franchisee prior to opening with a list of approved and designated suppliers and an advertising plan and advertising copy for Franchisee's grand opening.

In addition to the other operational assistance and advice provided by Acquisitions Incorporated pursuant to other provisions of this Agreement, at the opening of the Franchisee's location and for such a period of continued operations, Acquisitions Incorporated shall provide the on-site services of a representative to assist the Franchisee and provide further on-site training in connection with the operation of the Franchisee's location.

### **6. Operations Exclusivity**

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The Franchisee shall at all times during the term of this Agreement own and control the Acquisitions Incorporated franchise authorized hereunder. The Franchisee shall not operate any other business or profession from or through the franchise location. If the Franchisee is an entity, the entity shall only operate the Acquisitions Incorporated franchise governed by this Agreement and no other business, unless the Franchisee receives the Franchisor's prior written approval. Upon request of the Franchisor, the Franchisee shall promptly provide to the Franchisor proof, reasonably acceptable to the Franchisor, of such ownership.

## **7. Quality Control**

The Franchisee agrees to maintain and operate their Acquisitions Incorporated franchise strictly in compliance with this Agreement and the standards and specifications contained in the Operations Manual within their packet, as the same may be modified from time to time by Acquisitions Incorporated in accordance with this Agreement. The Franchisee is prohibited from offering or selling any products or services not authorized by Franchisor.

## **8. Default and Termination**

Acquisitions Incorporated shall have the right, at its option, to terminate this Agreement and all rights granted the Franchisee hereunder, without affording the Franchisee any opportunity to cure any default (subject to any state laws to the contrary, where state law shall prevail), effective upon receipt of notice by the Franchisee, upon the occurrence of any of the following events:

- a. Abandonment. If the Franchisee ceases to operate the Acquisitions Incorporated franchise or otherwise abandons the Acquisitions Incorporated franchise for a period of 60 consecutive days unless otherwise prevented by Force Majeure including but not limited to intervention by beings from Avernus;
- b. Insolvency; Assignments. If the Franchisee becomes insolvent or is adjudicated bankrupt; or any action is taken by the Franchisee, or by others against the Franchisee under any insolvency, bankruptcy or reorganization act;
- d. Failure to Make Payments. If the Franchisee fails to pay any amounts due Acquisitions Incorporated within a reasonable amount of time to be no greater than 60 days;
- e. Misuse of Marks. If the Franchisee misuses or fails to follow Acquisitions Incorporated directions and guidelines concerning use of Acquisitions Incorporated Marks and fails to correct the misuse or failure within ten days after notification from Acquisitions Incorporated;
- f. Unauthorized Disclosure. If the Franchisee intentionally or negligently discloses to any unauthorized person the contents of or any part of Acquisitions Incorporated trade secrets or

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confidential information of Acquisitions Incorporated and fails to rectify the problem through an appropriate amount of violence;

## **9. Modification.**

The Franchisor and/or the Franchisee may modify this Agreement only upon execution of a written agreement between the two parties. The Franchisee acknowledges that Acquisitions Incorporated may modify its standards and specifications and operate and marketing techniques set forth in the Operations Manual unilaterally under any conditions and to the extent in which Acquisitions Incorporated, in its sole discretion, deems necessary to protect, promote, or improve the Marks and the quality of the Licensed Methods, but under no circumstances will such modifications be made arbitrarily without such determination.

## **10. Entire Agreement.**

This Agreement contains the entire agreement between the parties and supersedes any and all prior agreements concerning the subject matter hereof. The Franchisee agrees and understands that Acquisitions Incorporated shall not be liable or obligated for any oral representations or commitments made prior to the execution hereof or for claims of negligent or fraudulent misrepresentation based on any such oral representations or commitments and that no modifications of this Agreement shall be effective except those in writing and signed by both parties. The Franchisor does not authorize and will not be bound by any representation of any nature other than those expressed in this Agreement. The Franchisee further acknowledges and agrees that no representations have been made to it by the Franchisor regarding projected sales volumes, market potential, revenues, profits of the Franchisee's Acquisitions Incorporated franchise, or operational assistance other than as stated in this Agreement or in any disclosure document provided by Acquisitions Incorporated or its representatives.

## **11. No Right to Set Off.**

The Franchisee shall not be allowed to set off amounts owed to Acquisitions Incorporated fees, or other amounts due hereunder, against any monies owed to Franchisee, nor shall the Franchisee, in any event, withhold such amounts due to any alleged nonperformance by the Acquisitions Incorporated hereunder, which right of set-off is hereby expressly waived by the Franchisee.

## **12. Intellectual Persona Ownership.**

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The Franchisee hereby assigns to Acquisitions Incorporated all rights, including, without limitation, copyrights, patents, trade secret rights, and other intellectual property rights associated with any personas, simulacrum, copies, divisions, evil twins derived from visits to alternative realities, split personas, aberrant DNA or failed molecular transportation resulting in additional copies in the forms of “mud men” (i) developed or created by the Franchisee, solely or jointly with others, during the course of performing work for or on behalf of Acquisitions Incorporated or any affiliate of Acquisitions Incorporated, or the predecessors of any such entities, whether as an employee or independent contractor,

## 27. Signatures.

This Agreement shall be signed on behalf of [Insert Franchisor Name] by [Insert Franchisor Representative] and on behalf of [Insert Franchisee Name] by [Insert Franchisee Name].

BEFORE SIGNING THIS AGREEMENT, THE FRANCHISEE SHOULD READ IT CAREFULLY WITH THE ASSISTANCE OF LEGAL COUNSEL. THE FRANCHISEE ACKNOWLEDGES THAT (a) THE SUCCESS OF THE BUSINESS VENTURE CONTEMPLATED HEREIN INVOLVES SUBSTANTIAL RISKS AND DEPENDS UPON THE FRANCHISEE'S ABILITY AS AN INDEPENDENT BUSINESS PERSON AND ITS ACTIVE PARTICIPATION IN THE DAILY AFFAIRS OF THE BUSINESS, AND (b) NO ASSURANCE OR WARRANTY, EXPRESS OR IMPLIED, HAS BEEN GIVEN AS TO THE POTENTIAL SUCCESS OF SUCH BUSINESS VENTURE OR THE EARNINGS LIKELY TO BE ACHIEVED, AND (c) NO STATEMENT, REPRESENTATION OR OTHER ACT, EVENT OR COMMUNICATION, EXCEPT AS SET FORTH IN THIS DOCUMENT, AND IN ANY OFFERING CIRCULAR SUPPLIED TO THE FRANCHISEE, IS BINDING ON THE FRANCHISOR IN CONNECTION WITH THE SUBJECT MATTER OF THIS AGREEMENT.

FRANCHISOR:

By: \_\_\_\_\_ Ominifis Hereward Dran \_\_\_\_\_

FRANCHISEE:

By: \_\_\_\_\_ Role: \_\_\_\_\_

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By: \_\_\_\_\_ Role: \_\_\_\_\_

By: \_\_\_\_\_ Role: \_\_\_\_\_

By: \_\_\_\_\_ Role: \_\_\_\_\_

By: \_\_\_\_\_ Role: \_\_\_\_\_