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## Sample franchise agreement pdf

Download PDF: Happy Nails Franchise Agreement 1 Original documents have been scanned as an image. The original file can be downloaded at the link above. HAPPY NAILS AND SPA FRANCHISE Agreement This Agreement is manufactured and concluded on this (date) day (month), (year), (year) , and between HAPPY NAILS FRANCHISE, INC \_\_\_\_\_ hereinafter. (a) in connection with this, the licensing of the use of certain service marks and trade marks listed herein by the salons, hereinafter referred to as HAPPY NAILS AND SPA; and 2. The franchisee operates happy nails and spa salons and provides certain services to happy nails and spa salon operators; and 3. The franchisee has built a high reputation with the public in terms of the quality of services available in HAPPY NAILS AND SPA salons, saying that high reputation and goodwill has been and continues to be a unique asset to the Franchisee and his franchisees; and 4. Happy Nails and Spa Salons have a unified look and feel and provide a unified type of consumer services and products that are part of the Happy Nails system; and 5. The franchisee recognises the advantages of being identified and licensed by Franchisor and of being able to use the system, names and brands which the Franchisor makes available to licensees; and 6. The franchisee wishes to be licensed to operate happy nails and spa salons in accordance with the provisions of this Agreement and on the site set out herein, and the Franchisee has had the full and reasonable opportunity to be thoroughly informed of the terms of this Agreement by a solicitor of his choice. NOW, therefore, it is mutually agreed between the parties as follows; 1. The granting of the franchisee license hereby grants the franchise the right to use its trade names and trademarks as follows: HAPPY NAILS and HAPPY NAILS AND SPA, and said happy nails system and all other rights in connection with it in the place referred to in paragraph 3, and the Franchisee hereby accepts the same for the period and on and under the terms and conditions, , terms and conditions set out below. 2. MANAGEMENT AND OWNERSHIP The franchisor has granted the licence and concluded this agreement on the basis of: (a) the franchisor's declaration concerning his business organisation and financial structure and his ability and willingness to fulfil the obligations assumed there; and (b) Consent of the franchisee and franchisee that: (i) Owners of all proprietary, legal and beneficial, voting and non-performance in a corporate franchise or limited company are as follows: 1 Entity type Percentage of ownership (ii) Throughout the term of this agreement, equity owners (owners) are at least fifty-one percent (51%) from the voting rights of the franchisee or general partner of the limited partnership or the CEO of the company or limited partnership or members of the limited liability company must participate and successfully complete the training referred to in § 7 para. (iii) \_\_\_\_\_ is appointed Director-General and shall have full operational control over the salons until and until the successor of the Director-General is approved by the franchisee. Each Director-General shall participate and successfully complete the training referred to in paragraph 1. (iv) The ownership of a limited liability company franchise or limited liability company will continue to be as a percentage set out here, unless approved by the Franchisee. 3. LICENSED PREMISES The right and license of a franchisee to use that trade name and trade mark and to operate under happy nails and spa is limited solely to \_\_\_\_\_ (hereinafter referred to as licensed premises). In the event that the location of the Licensed Premises has not been selected and approved since the effective date of this Agreement, the Parties shall, if selected and approved, describe them in the exposure they will describe for the first time as Annex A to this Agreement. As long as the franchisee does not violate its obligations under this Agreement or in any other contract with Franchisor, the Franchisor agrees not to open or franchise HAPPY NAILS AND SPA salons closer than half (1/2) mile from the licensed premises or closer than one (1) mile from the licensed premises where the new salons would be located on the same street, boulevard or highway. 4. TERM The period of validity of this Agreement shall be for a period of frequent years. The period shall begin on the date on which this contract is concluded between the Franchisor and the franchisee and thereafter end five years later. The renewal of the franchise period is at the discretion of the Franchisee and fran franchisee must be in good condition. 5. INITIAL FRANCHISE FEE In addition to the franchise service fee below, the Franchisee agrees to that they will pay the franchisor as consideration for a franchise that has been awarded \$US25,000 (\$25,000) due as follows: (a) By paying \$US10,000 (\$10,000), in cash upon implementation of this agreement, and a balance of fifteen thousand dollars (\$15,000) payable at the time of signing the lease or location, if applicable. (b) The amounts paid under (a) shall be fully recovered and irreversible after payment. 2 The franchisee acknowledges that the granting of the franchise constitutes the exclusive consideration for the payment of the franchise fee and that this amount will be fully obtained by the Franchisee in the implementation and delivery of this contract. In the event that the franchisor accepts a promissory note or other proof of indebtedness as a partial payment, the prompt and faithful fulfillment of this obligation is a substantial consideration for the conclusion of this contract by the franchisee. Failure to apply the franchisee on the due date constitutes a material failure of this Agreement and the Franchisee is not obliged to notify such delay, regardless of section 17 of this Agreement. 6. The franchise fee shall be paid by the Franchisee on the fifth (5th day of each month) or before the fifth day of each month during the term of this Agreement the monthly fee for the of \_\_\_\_\_ franchise service during the first year of this Agreement. This fee shall be increased by \$ \_\_\_\_\_ per per month on each annual date of this Agreement and this additional service charge shall be paid during the following year on the fifth day of each month. If this Agreement starts on a date other than the first day of the month, the service charge for the first month shall be proportional to the first month. The franchisee further agrees in writing to record in writing all gross sales made on the licensed premises and to provide the franchisee with a declaration at the request of the Franchisee for the entire month of sale, including tables of the grand totals of the treasury records that are approved as true and accurate for the Franchisor. In addition to the above statement, the franchisee agrees to provide any other financial information that the franchisee may request on a regular basis or from time to time in connection with operations carried out in those premises in the form, times and manner that may be required by the franchisee. In addition, the franchisee agrees to keep all such records, declarations and forms relating to the sale in the Licensed Premises in good condition for three (3) years and to make those records available to franchise representatives and officials for their control at reasonable times and in an appropriate manner. 7. THE FRANCHISOR Franchisor services shall make available to the Franchisee the following: (a) Drawings and specifications for brands and other approved displays and the use of the trade name HAPPY NAILS and HAPPY NAILS AND SPA for a fee of USD 750.00. Drawings and specifications for the construction of the salon in licensed premises and for the equipment and equipment of such premises shall be provided at the request of the franchisee. The cost of all design, drawings and specifications, as well as the franchisee is responsible for the further development of the construction costs. b) Initial 8-hour mandatory training in managerial and operational aspects of HAPPY NAILS AND SPA salons. The franchisee agrees to participate and successfully complete such initial training. The cost of such training must be from \$ 500-\$1,000 per manager at the discretion of the franchise provider. (c) A confidential business policy and operating instructions (hereinafter referred to as a manual) a copy of which is (or will be) supplied and lent to the franchisee for the term of this Agreement. (d) Training seminars and meetings for further training in the operational aspects of HAPPY NAILS AND SPA salons and training of the franchisee, which may appear appropriate for the Franchisee. The franchisor agrees to participate in and successfully complete any training programme which may be organised by the Franchisor at that time and at the place designated by the Franchisor and to pay for the existing changes to the franchisee. 3 (e) Its program continuously evaluate and test the quality of services for possible use in happy nails system and evaluate and test new operating methods of servicing existing or new nails or aesthetic care and supplies. f) Training of employees in the field of art and manicure technology and pedicure in the amount of 50 USD per employee. (g) A reliable source of approved nail polish and other supplies necessary for the efficient operation of the franchisee's activities. (h) Initiation of supervision and assistance to franchisee's staff on the premises of the franchisee. (i) Such data and advice in the field of merchandising, marketing and advertising, which may be developed from time to time by the franchisee and which he considers useful in the operation of franchise salons. j) New salon services and other operational developments that can be developed from time to time by the franchisee and considered useful in the operation of franchised salons. 8. ADVERTISING OBLIGATIONS 1. All advertising and promotion of any kind carried out by the franchisee shall be carried out at the franchisee's own expense and expense and shall be carried out in accordance with the franchisee and subject to the franchisee's written consent to the form and content. In the absence of written disagreement within fifteen (15) days of the submission of the advertisement and promotion of the franchisee, the approval shall be considered to have been granted for that particular advertisement and promotion, but this does not waive the franchisee's right not to approve future advertising and promotion. Furthermore, it is understood that no trade name other than HAPPY NAILS and HAPPY NAILS AND SPA may be employed in any advertising or promotion. As an additional advertising and marketing obligation, the franchisee simultaneously enters a promotional contribution, which assigns and transmits to the franchisee all right, ownership and interest in any marketing or promotional contributions. 2. The franchisor further agrees to pay an advertising allowance to be determined from time to time by the Franchisor. It is believed that this amount will vary from \$50-\$500 on request. 3. Advertising as used here shall be defined in the broadest sense of the word, including but not limited to radio, television, newspapers, magazines, billboards, bonuses, point of sale materials, coupons, public relations activities and any other activities reasonably determined by the Franchisor to support the sale of HAPPY NAILS AND SPA services. 9. AUTHORISATION AND LICENCE In the event that the Franchisor pays or secures any licence or authorisation on behalf of the franchisee during the first calendar year, that such premises will be open for business, the franchisee shall reimburse the Franchisor for the costs, 4 expenses or amount of payment for such licences or authorisations. 10. STANDARDS OF OPERATION The franchisee has already maintained a high quality and standard in operation and in the preparation and manner of business within happy nails and spa and in order to continue and maintain this quality and standard, the Franchisee agrees: (a) All services provided by the franchisee under this Agreement will be of the highest quality and methods of technology , and its delivery and in it will be in full compliance with the specifications , standards and guidelines, as stated by the franchisee from time to time. The franchisee has the right to inspect the licensed premises from time to time without notice, but within normal working hours, to determine whether the franchisee complies with this Regulation. (b) The franchisee shall not serve, process, prepare, promote, promote or sell any nails or aesthetic care provided by the Franchisor or otherwise, except where the franchisee establishes from time to time, and will provide such care only in retail and not wholesale, and will continue to provide only in this place or places specified in this document or otherwise designated by the Franchisee. The franchisee agrees that all offers of services, services, techniques, procedures and other related matters may be amended, amended or amended by Franchisor from time to time and that the franchisee will promptly comply with any such change, change or change upon written notice from the franchisee. (c) The franchisee shall always maintain and operate licensed premises, including, but not limited to, limitation purposes, service premises, interiors and parking areas are for licensed premises at a high level of sanitation and cleanliness and always in accordance with local and state laws and regulations regarding these operations. In addition, all workers working or employed in those premises must be properly dressed in accordance with the requirements of the franchisee and must comply with the highest standards of personal hygiene. At the request of the Franchisor, he shall, at the request of the Franchisor, send all staff for the designated training of the Franchisee on the basis of his own costs and expenses. REGARDLESS OF WHAT IS STATED TO THE CONTRARY, THE FRANCHISEE MUST COMPLY WITH ALL HYGIENE REQUIREMENTS OF THE CALIFORNIA OFFICE OF COSMETOLOGY. (d) All service menus used in licensed premises must be exclusively in the form, size, colour and content specified by the franchisee. In this context, the franchisee agrees that the Franchisee will have the right to change, change the form, size, colour and content of these offers from time to time, in which case the franchisee will comply with the changes within three (3) days of their written notice. The franchisee further agrees that, in order to promote and promote the trademark and goodwill of Franchisor and the franchisee's business, the Franchisor has the additional right to require the franchisee to advertise the locations and addresses of other franchisees, as well as cosmetic products, specialties and novelties that may be used or sold by the franchisee or other franchisees. (e) All internal and external decorating of licensed premises must strictly comply with the plans, specifications, designs and colours required by the Franchisee In this context, the franchisee agrees that the Franchisor will have the right to amend, amend and modify these specifications from time to time, in which case the franchisee will respond to these changes within fifteen (15) days of their written notification. (5) f) If any building or equipment is to be built or altered in any way on the licensed premises, any such building or changes there to it shall be made in strict accordance with the plans and specifications which may be provided to them by the franchisee and the Franchisee may supervise or amend the construction in order to ensure compliance with that compliance. The franchisee shall not make any construction or modification in those premises without the prior written consent of the franchisee and no change shall be made in any plan or specification in such construction or change without the franchisee's written consent. (g) The franchisee shall install and use on-premises such equipment, furniture, marks and equipment as may be required from time to time by the franchisee and shall comply with the standards of quality, quantity, design, size, colour and other specifications which may require: In the event that the Franchisor, in its sole subjective judgment, decides to provide new or additional equipment to new or improved salon customer service and thus notify franchisees, the franchisee agrees to acquire and use the equipment at its own expense and expense within thirty (30) days of receipt of such notification and to cease using any obsolete or obsolete equipment. In the event that the franchisee does not acquire and use such equipment within thirty (30) days, the Franchisee shall acquire and install such equipment at its own expense and expense. (h) All signs of any kind used or maintained in such licensed premises shall not bear any trade mark or trade name other than HAPPY NAILS, HAPPY NAILS AND SPA or HAPPY NAILS EXPRESS as specified by the franchisee, and their location in the licensed premises and the colour, size, design and content shall be in accordance with the specifications which may be provided by the franchisee. The franchisee or its agents have the right to enter these Licensed Premises to remove any designation that does not comply with these specifications or that the franchisee (i) Franchisees otherwise have not agreed in writing that franchisees will not use or use any vending machines, video or pinball machines or coin machines or machines controlled by coins or chips on the premises. (j) The franchisee maintains licensed premises open for business for a fixed period of time and for a period that Franchisor may specify. k) The franchisee does not issue its own gift certificates. The franchisee will only purchase gift vouchers from Franchisor. The franchisee accepts gift certificates issued by the Franchisee as a payment method and returns the used Franchisee gift certificates for payment. 11. In order to protect Franchisor's trade name, trade marks or service marks and to ensure uniformity and quality standards of ethical techniques, sales and services, it is agreed: (a) The franchisee purchases only those supplies approved in writing by the Franchisor for the purpose of use and resale on licensed premises, which may in most cases be made available to the Franchisor. The franchisee notes that the Franchisee marks its sale of cosmetics to franchisee by \_\_\_\_\_. (b) The franchisee obtains from the franchisee supplies, materials and other items that may be required from time to time by the franchisee, which at the end of the franchisee are the minimum necessary to maintain Franchisor's trade name, trademarks and service marks and reasonably ensure consistent quality and maintain the national uniformity of 6 services, as required by the Franchisor system. If these materials include cosmetic supplies, the franchisee acknowledges that the Franchisor brands for these materials by \_\_\_\_\_. (c) The franchisee



obtains franchisee in written equipment, which must be installed on a licensed premise. (d) At the franchisee's request, the franchisor shall provide the current standards and specifications applicable to all equipment, supplies, trademarked paper goods or other products that the franchisee requires to be used in the operation of the licensed premises. (e) The franchisee acknowledges that the quality control of the products used or sold by the franchisee is correct and necessary for the functioning of the franchise system and for the protection of the franchisee's trade name, trade marks and service marks and that the provisions of this paragraph relating to the approval of products and suppliers are proportionate for the purpose of maintaining quality control. (f) In the event that the Franchisor wishes to use a product that is not approved by the franchisee, the Franchisor shall request in writing the franchisor to use such a product. The franchisee shall provide the franchisee with its standard specifications for this product and shall request the franchisee to provide a sample of the proposed product for testing. A testing fee of \$\_\_\_\_\_ shall be charged to the franchisee. The franchisee shall complete his tests within 20 days of receiving the sample. Within 5 days thereafter, the franchisee shall inform the franchisee of its decision. If the new product is not approved, the franchising provider must state the reasons in writing. 12. The franchisee's interest in the trade name and system It is understood and agrees that the trade name HAPPY NAILS and HAPPY NAILS AND SPA is the exclusive and separate property of the Franchisee and that nothing in this Agreement shall be interpreted as giving the franchisee or any other person any right, right or interest in it, except for a license expressly granted herein to use that name for the duration of these Terms. Furthermore, immediately upon termination of this Agreement for any reason, franchisees, its heirs, administrators, executors, agents, successors in interest or successors, immediately thereafter and forever cease to use the said name and all formulas, menus and processes associated with it or related therein, and will remove from any premises owned or held by the Franchisee or over which franchisee has any control whatsoever, all brands, service menu boards, writings and notices and any other indications or material relating to or referencing in any way said trade name, trademark or service mark and must repaint the salon to remove the colors associated with HAPPY NAILS and SPA salon. In the event that the franchisee does not remove all such marks and notices as mentioned above, the franchisee may enter these premises for these purposes without notice other than this and remove those marks and notices and the franchisee shall return them to the Franchisee have arisen. Upon termination of this Agreement, the Franchisee may not use the name HAPPY NAILS or HAPPY NAILS AND SPA, nor any name or names similar in form, spelling or sound to the name HAPPY NAILS or HAPPY NAILS A SPA anywhere in the world. 13. DISCLOSURE The franchisee shall not disclose to any other person, except in the ordinary course of trade, any information relating to the formats and methods of business under this Agreement and shall cause its agents and employees to comply with and agree to this provision. The franchisee further agrees and will cause its agents, employees and associates to agree that the franchisee will in no way compete with the Franchisee and its other franchisees or directly or indirectly use any of the information contained herein and thus obtained in an undertaking that uses the same or similar services or products for the life of this Agreement. 7.14. Non-Competition Agreement During and after the termination of this Agreement for any reason and for five (5) years thereafter, nor does the franchisee, its officers or directors (including shareholders, licensees, joint co-owners or partners) directly or indirectly through a stock interest or otherwise, take any business activities (i.e. own, operate, or provide manicures, pedicures or related spa services) on or within a radius of frequently (10) miles from the franchisee area, which has been the subject of this Agreement or within ten (10) miles of any premise operated by a franchisee or franchisees, and will in no way be a franchisee in any way, except to comply with the terms of this Agreement, use the name Happy Nails or Happy Nails and Spa or the overall look and feel of Happy Nails and Spa salons, including, but not limited to, the colour scheme used by Happy Nails and spa salons. Nor does the franchisee use or use any techniques or processes acquired or acquired as a result of the conclusion of this Agreement or as a result of performance under this Agreement. However, in the event that a court of competent jurisdiction determines that this paragraph is unenforceable under the law of a State other than that in which the licensed premises are located, that paragraph shall be valid and fully enforceable in the state in which the licensed premises are located. 15. CONVERSION OF EXISTING SALONS In the event that the franchisee is an existing Happy Nails salon, then the Franchisee concludes this particular agreement on the conversion of the existing salon into a FRANCHISE (hereinafter referred to as the conversion contract). The terms of this agreement and the conversion agreement shall be governed by the obligations, obligations and advantages between the Franchisee and the franchisee, except where the terms of the conversion agreement are in control. The transfer agreement provides that: Waived the fee provided for in Section 5 of this Agreement, they have waived the fee for existing salons which decide to convert. The conversion contract also provides that the fee for the franchisee service referred to in Section 6 of that contract may be negotiated between the Franchisor and the converting franchisee. 16. TASK 1. The franchisee may not sell, transfer, transfer or burden this Agreement or any right or interest in it or in it, or suffer or permit such assignment, transfer or encumbrance to occur by law, unless the franchisee's written consent has been first approved and obtained. The assignment of any interest, other than in this Article, constitutes a serious breach of this Agreement. The transfer of more than 10% of a stake in a company, limited liability company or limited liability company franchise is considered to be a transfer and assignment. 2. In the event of the death or disability of an individual franchisee, the Franchisor agrees to transfer the interest to the spouse, the heirs or relatives of the franchisee, by blood or marriage, whether such transfer is effected by law or law, provided that the person or persons who have acquired that interest are, in their sole discretion and in a manner satisfactory to the Franchisor, in a manner satisfactory to the Franchisor and, in addition, satisfies the franchisee's current requirements regarding the assignment or sublet. J. The franchisee, its heirs or personal agents may sell and transfer their rights under this Agreement to the buyer in good faith, as set out below, provided that the franchisee first offers to sell the same to the franchisee on the same terms and conditions as those offered to other potential buyers. All offers will be fully determined in writing and the Franchisee will have thirty (30) days to accept any offer. If the Franchisee does not accept the offer, the franchisee may enter into a sale to a potential buyer only under such conditions, provided that the franchisee does not comply with this manner, and provided that the Franchisee may impose conditions on any assignment permitted under this Agreement, which may include, without limitation, the following: (a) The Mover must fully comply with all obligations towards the Franchisor or other persons resulting from the operation of the franchisee's franchise. (b) The successor must demonstrate to the Franchisor satisfactorily that he meets at least the same financial and managerial criteria required of the franchisee in order to qualify for this contract. (c) The seedman must have sufficient equity capital in the undertaking to result in a debt-to-equity ratio of one to one or another debt equity, which may be approved by the chief financial officer of the franchisee (d) The client must agree to meet with the employees of the franchisor and the franchisee and agree to carry out any tests required by the Franchisor to: its ability to own and operate salons. (e) The transferee must agree to use the required training from the new franchisees and pay the franchisee's existing fees for them. (f) The forwarder will pay the Franchisee \$US1,000.00 (\$1,000.00) as the cost of the referral. (g) The Franchisee shall, if the franchisee so requests, sign existing franchise and sub-lease agreements of the franchisee and sub-lease, which may contain various provisions, including those relating to amounts to be paid to the Franchisor or to be spent on advertising other than those contained in this Agreement. (h) The progressor shall pay the Franchisor a deposit of one (1) month's payment to the Franchisee under the franchise agreement, sub-lease and/or rental of any equipment. (i) The mover and/or the sectate shall make such improvements and/or additions to the facilities and equipment that make up happy nails and spa salons as the franchisee may require. (j) The mover shall carry out a standard guarantee to the Franchisor, which guarantees the Franchisor the obligations of the progressor, if the franchisee so requests. 4. Where a franchisee wishes to do business in a corporate, limited liability company or limited liability company, the franchisee shall agree to the assignment of this Agreement to a franchisee approved by the Franchisee, provided that the franchisee complies with the following provisions and any other conditions that the Franchisee may require, including limiting the number of shareholders or limited partners of the associate company. This potsize society is closely held. The franchisee pays the franchisee a document preparation fee of \$US200,500 (\$250.00) each time the franchisee joins a company or limited partner under this section. In the event that any other legal fees arise, the franchisee shall bear exclusively his costs and fees. Where the rights of the franchisee are ceded to a limited liability company or company, the franchisee is the legal and beneficial owner of the shares or membership in the acquiring company or limited liability company and acts as the principal director of the limited liability company or company. Provided that the franchisee retains a controlling interest in the acquiring or limited liability company, may sell, transfer or transfer shares of such acquirer company to members of its immediate family or fiduciary in the trust for the same thing to its operating managers or other franchisees, provided that the franchisee to whom such a share is allocated is not in default of any of the terms of other franchise agreements with Franchisor or HAPPY NAILS AND SPA 9 Franchisor may sell, assign or transfer the controlling interest of such a transfer with the company. The sale, transfer or assignment of any shareholding of such a potion company, other than (a) (a) without the franchisee's written consent, constitute a serious breach of this Agreement which allows the franchisee to terminate the same thing without delay. The statutes and statutes of the dated corporation must reflect that the issue and transfer of shares are limited, and all stock certificates must bear the following legend, which must be printed legibly and clearly on the face of each stock certificate: The transfer of such shares is subject to the terms of the franchise agreement with HAPPY NAILS FRANCHISE, INC., a California company, dated\_\_\_\_\_. Refers to that franchise agreement and to the provisions of the company's restrictive charter and articles of association. The franchisee acknowledges that the above limitation is intended to protect Franchisor's trademarks, trade secrets and operating practices, as well as the general high reputation and reputation of the franchisee and franchisee, and is for the mutual benefit of the franchisee, franchisee and other franchisees, and that any attempt by the franchisee to transfer any of its rights or interests under this Agreement without the franchisee's written consent constitutes a serious breach of this Agreement and the Franchisee's right to terminate the rights of the franchisee under this Agreement on the basis of written notification to the franchisee. 17. DEFAULT VALUE 1. The occurrence of any of the following events constitutes a good reason for the Franchisee in the event of non-performance, in his sole discretion and without prejudice to any other rights or remedies provided for under this Agreement or by law or justice, to terminate the rights of the franchisee under this Agreement, unless the franchisee has cured any such event of failure within three (3) days of their notification. : (a) If the franchisee is tried by the bankrupt, he becomes insolvent or if the administrator (permanent or temporary) of his assets or any part thereof is appointed by the court of the competent authority; if it makes a general assignment to creditors, or if the final decision remains unsatisfactory in the record for thirty (30) days or more (unless a supersedeas period is filed) or if enforcement is levied against the business or property of the franchisee or if the action for the conclusion of any lien or mortgage on premises or equipment is introduced against the franchisee and is not released within thirty (30) days. (b) where the franchisee does not fulfill any condition, condition or obligation to pay indebtedness to the franchisee, its suppliers or other persons resulting from the purchase of supplies or the purchase of equipment for the operation of those salons. (c) If the franchisee does not meet the fees for franchisee services or advertising costs due under this Agreement or does not submit profit and loss statements or other financial statements or data gross sales reports as set out in this document, or if the Franchisee makes false statements in relation to them. (d) If the franchisee does not comply with the standards for the operation of his salon as set out in this Agreement, or as set out by the California Cosmetics Council, and as may be supplemented by a manual, or if the Franchisee repeatedly commits a violation of these provisions. (e) If the franchisee suffers a violation of any law, regulation, rule or regulation of a government body in connection with the operation of franchise salons and if it permits the same after notification, unless there is a dispute about the violation or legality of such law, regulation, rule or regulation and the Franchisee immediately takes the courts or forums of the appropriate authority to challenge such violation or legality. 10 (f) If the Franchisee ceases to operate on premises or does not fulfill its obligations under any lease or sublet or loses its right to own the premises. (g) If the franchisee violates any other condition or condition of this Agreement. 2. Upon expiry of this Agreement or in the event of non-performance of the franchisee's right to use in any way the service marks or any other trademark registered by the Franchisee or the insignia or slogan used in connection with them or any confusingly similar trademark, service mark, trade name, slogan or insignia shall immediately expire. The franchisee shall then, directly or indirectly, not identify in any way as the franchisee, nor shall it publicly identify as a former franchisee or use trade secrets, characters, symbols, equipment, formulas or other materials forming part of the system. The franchisee grants the Franchisee the option to purchase any or all of Franchisor's products, supplies, paper goods, containers, brands, service menus and all insignia bearing franchisor's trade name or brands at a lower price or fair market value at the time of termination. 3. Upon expiry of this Agreement upon expiry of the period or non-performance, the Franchisee shall immediately make such removal or changes in the sign and color of the buildings and premises and structures as the Franchisor requests so as to effectively indicate the premises from their former appearance and from all other HAPPY NAILS and SPA salons. If the franchisee does not make such changes without delay, the Franchisee may enter the premises of the franchisee and make such changes at the expense of the franchisee. 4. In the event of termination for any failure of the franchisee, the extent of all damage suffered by the Franchisee as a result of such failure shall be and remain a lien in favour of the Franchisee against all personal property, machinery, accessories and equipment owned by franchisee on the premises at the time of such failure. 5. The franchisor has not taken any action in the event of any failure on the part of the franchisee, either in one case or repeatedly, constitutes a waiver of such failure or performance required of the franchisee. No express waiver by the franchisee of any provision or performance under this Agreement or any failure by the franchisee shall be interpreted as a waiver of any other or future provision, performance or failure. 18. VERIFICATION OF THE OBLIGATIONS The franchisee shall have the right to take all action which directly or indirectly verifies or incites the performance or non-performance of its obligations under this Agreement, including installation within licensed cash registers, security systems, computer systems and/or other monitoring equipment, including installation within licensed cash registers, security systems, computer systems and/or other monitoring facilities, receipt of any information from franchise distributors, receipt of any information relating to any products supplied to the franchisee, adequate control of any records or products and/or other inventory for licensed premises, customer survey or questioning and/or any other action deemed appropriate by the franchisee. 19. THE FRANCHISOR GUARANTEE Franchisor hereby guarantees the full and faithful performance of the obligations of the Franchisee laid down in this Treaty. 20. GENERAL PROVISIONS 1. The franchisee is not and will not be considered as a co-owner, partner or representative of the franchisee and does not have the power to bind or bind the Franchisee. Neither the franchisor nor the Franchisor shall be liable for any debts agreed by the franchisee and the franchisee shall not cancel the Franchisee and 11 of them shall not be excluded and shall indemnify the Franchisee for such debts and any other claims, liens, judgments or encumbrances and costs (including attorneys' fees and other legal costs) that may be claimed or suffered by the Franchisee due to any act or omission of the franchisee. The franchisee agrees to keep the contents of this Agreement confidential and to refrain from disclosure of the content or any of the provisions of this Agreement to any third party, except where disclosure of such content is required in order to obtain a bank loan, to comply with an agreement with a government agency or court, or to negotiate a sale to a buyer in good faith as set out in this statement, or for any other purpose that the Franchisor may grant its prior written consent. In connection with the operation of the licensed premises, the franchisee will always bear liability insurance, general commercial insurance, workers' compensation insurance, product liability insurance and insurance against such other risks, in such amounts and for such amounts as may be required by the Franchisee. The franchisee shall notify the franchisee in writing of the nature and amounts of the insurance required by the franchisee within twenty (20) days before the estimated date of possession by the franchisee. Within ten (10) days thereafter, it shall provide the franchisor with written insurance in the amount and types required by the Franchisee. If the franchisor does not provide such evidence, the Franchisee may, without depriving the franchisee of his obligation to provide such insurance, cause such insurance to be obtained at the expense of the franchisee. These costs shall be paid by the Franchisor to the franchisee within ten (10) days of the date of receipt. It is agreed that the Franchisor will be appointed as additional insured under all the above mentioned policies and that the franchisee shall submit an insurance certificate immediately after the implementation of this contract. The franchisee shall protect against any loss or damage caused by injury suffered by any person or any person or property in the licensed premises, except in cases caused by the negligence of the franchisee and/or his agents or employees. The franchisee shall not be liable to the franchisee or any other person for any act, omission, neglect or failure arising out of the licensed premises, due to any act or omission of the franchisee, or any of the franchisees or employees and the franchisee shall pay everything to be paid or dismissed in the event of an action for such damages or injuries. If the franchisee is sued in any court for damages because of the conduct referred to in this paragraph, the franchisee will defend the action at his own expense and will pay and give any decision, which may be issued against the Franchisor in such proceedings and, if the franchisee fails or otherwise fails to defend those actions, the Franchisor may defend the same and all costs, including attorneys' fees, which the franchisor may pay or incur in defence of the action, as well as any judgments in such action which the franchisor may be obliged to pay, shall be returned to the Franchisor by the franchisor. All money due by the Franchisee from the franchisee for any reason under this Agreement shall be deemed to be outstanding unless paid within the terms specified in this Agreement, expressly deemed to be the substance. All money is due and must be received at the franchisor's and franchisee's office or at another address designated by the Franchisor on the dates specified in this Agreement. If the franchisee will not pay any such money on time the listed delinquent money will be interested in lowering the maximum statutory interest rate for a non-personal loan in the state in which the licensed premises are located or eighteen percent (18%) yearly from the due date to the date of payment. In addition to these interest, if the franchisee does not pay any money due to the Franchisor on time under this agreement, the franchisor will pay the Franchisor a late fee of ten percent (10%) delinquent money. The franchisee agrees that such late insurance fee is a reasonable compensation for the Franchisee for the additional services and expenses required of the Franchisee because of these Pay. If the Franchisee is charged any sales tax, employee withholding tax or other tax by an authorized tax authority of any federal, state or political department, the franchisee shall pay this sales tax, employee withholding tax or other tax to the franchisee as soon as he is informed. If the franchisee does not pay such tax, employee withholding tax or other taxes at maturity or on request, the franchisor may pay the same at his discretion and the franchisee shall immediately pay 12 franchisors. The franchisee, its managers, directors, affiliates and owners hereby indemnified and hold for it all costs (including attorneys' fees and legal costs), liabilities or damages related to taxes, evaluations or withholding requirements that have not been paid or met by the franchisee. 6. In the event that a franchisee or franchisee initiates any action or proceedings against others relating to the provisions of this Agreement or any failure under this Agreement, the unsuccessful party in such proceedings or proceedings shall pay reasonable attorneys' fees, court costs and any other costs incurred by the party in such proceedings or proceedings accordingly. 7. If any part of this Agreement is declared invalid for any reason, at the choice of the franchisee, this Decision shall not affect the validity of any remaining part which remains in force and in force as if this Agreement had been implemented with an invalid part thereof. 8. The Parties agree that the place of conclusion and conclusion of this Agreement shall be deemed to be the principal place of residence of Franchisor in Tustin, California, and that the laws of the State of California shall be the law applicable to the eradication of any of the terms of this Agreement. 9. Time is at the heart of this Agreement. 10. All notices contained in this Agreement shall be written and sent by certified United States of America post, requested or delivered to the licensee at the licensed premises or at the last known address of the franchisee and franchisee at his office at \_\_\_\_\_ (or elsewhere indicated by the franchisee in writing). The notifications sent are made two (2) days after they are delivered to the United States Post Office. 11. This Agreement shall be in favour of the successors and successors of the franchisee. 12. The laws of the State of California shall govern and apply in all matters relating to the validity, interpretation, execution, effect or invalidity of this Agreement or arising in any way outside or in connection with this Agreement. Any action or action brought by any Party under this Agreement in respect of matters arising out of or arising out of this Agreement be filed and tried only in the courts of orange county, state of California, and the franchisee expressly waives its rights under applicable law to such actions or proceedings to be filed or tried elsewhere, it is agreed between the parties to this that the majority of all witnesses required in any such proceedings or proceedings will be located in or about the County of Orange, California. 13. This Agreement contains all the terms and conditions agreed by the parties with reference to the subject matter of this Agreement. No other agreements, oral or otherwise, shall be considered existing or binding on any of these parties, and all prior agreements, arrangements and declarations hereby are hereby merged and replaced by this agreement. The franchisee declares that there are no other current agreements or agreements between the parties not contained herein. No official or employee or representative of the Franchisee shall have any power to make any declaration or promise which is not contained in this Agreement, and the franchisee agrees to implement this Agreement without relying on such representation or promise. This Agreement may not be amended or amended, except as a written instrument signed by all parties to this Agreement. 13 \* IN WITNESS WHERE BY THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE DULY IMPLEMENTED DAY AND YEAR FIRST WRITTEN. FRANCHISEE: FRANCHISEE: HAPPY NAILS FRANCHISE, INC. By: \_\_ Henry Huynh, President 14 Download PDF: Happy Nails Franchise Agreement 1 The original documents were scanned as an image. The original file can be downloaded at the link above. Over.

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