

Initial Training Requirement Clauses in Franchise Agreements

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Franchising is all about brand-names, consistency and quality throughout the franchise system. To insure that each franchised outlet runs in a similar fashion it is necessary to have a comprehensive and strong initial training system.

It is for this reason that the initial training requirements must be clearly defined prior to entering the franchise agreement. In my franchisee company we had modified our initial training requirements in our franchise agreement to include the following clause below;

4.1.5 Initial Training

Franchisor will conduct a comprehensive training program in the management, sales and operation of the Franchised Business. The training program will consist of at least one week of instruction at United States regional locations that Franchisor may select for Franchisee's benefit. One additional week of training may be provided in Franchisee's new Marketing Area. The Franchisee, if the Franchisee is an individual, or the majority partner, shareholder or member of the Franchisee, if the Franchisee is a partnership, corporation or limited liability company, and, if different, such individual who serves as the general manager of the Franchised Business ("General Manager"), must attend and successfully complete the initial training program to the satisfaction of the Franchisor prior to the opening of the Franchised Business. This initial training is required of anyone who will be operating the car wash truck(s)/unit(s) unsupervised. Three people including the Franchisee may attend the initial training program at one time.

The initial training program must be completed by all the persons designated in this Section 4.1.5 to the extent required hereby prior to the opening of each Franchised Business. Franchisee will be responsible for all any and all fees, charges, travel, food, lodging and other expenses incurred by Franchisee, its trainees and any of its employees in connection with attendance at the initial training program including a reasonable training fee. If Franchisee or any of its designated employees fails to complete the initial training program to the satisfaction of the Franchisor, then Franchisor will have the right to terminate this Agreement.

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As each and every franchise company is slightly different they will need to consult the franchise attorney to go over the initial franchise training requirements and clauses in their franchise agreement to protect the integrity of their system and to insure that the training each franchisee receives is the same. I hope you will consider this in 2006. Lance Winslow - Online Think Tank forum board. If you have innovative thoughts and unique perspectives, come think with Lance; www.WorldThinkTank.net/wttbbs/