

International Master Franchise Agreements and Recitals

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For those companies, which are going to start franchising Internationally they will have to modify much of the way they currently do business because we franchisee and abroad they will be dealing with different laws, different forms of government, different religions and different cultures. It is much different than franchising in the United States of America where for the most part the laws or at least similar. The new franchise agreements and an international Master franchise agreement should be drawn up.

It is for this reason and with much trial and error that I came up with a new set of recitals for the beginning of our international franchise agreements in my company. Below is a copy of the recitals that I came up with. Each company will be different, but perhaps this might give you some insight into considerations of how you might deal with the situation;

International Master Franchise Agreements and Recitals

Recitals

- A. Franchisor owns a major amount of proprietary know-how and trade secrets relating to the establishment, marketing, promotion and operation of businesses in the United States that provide washing and cleaning of automobiles, light trucks, etc. and related services ("The Car Wash Guys and Wash Guy System").
- B. Franchisor has expended time, effort and money to develop and protect business plans, procedures, training programs and marketing identity in connection with the operation of The Car Wash Guys and Wash Guy System.
- C. Franchisor has rights in the United States and is applying in your country for such rights, to use and to license the use of the service mark and name "The Car Wash Guys" and accompanying distinctive logo and anticipates developing additional trademarks, trade names, service marks and other commercial symbols (such as marks now existing or as they may be developed hereafter being referred to herein as the "Marks"). The status of the Marks in your country is set forth in the attached Exhibit 2.
- D. Franchisor maintains high standards of quality for its products and services such that valuable goodwill is attached to the Marks.
- E. Franchisee desires to obtain the right to own and operate a franchised Car Wash Guys business on the terms and conditions set forth herein. NOW, THEREFORE, in consideration of the foregoing and the promises contained herein, the parties agree as follows:

It makes sense for a franchisor, which is considering expanding its brand-name outside the United States of America to contact an international franchising attorney who also has contacts with other attorneys in the nation states and countries that you are considering expanding your brand into. 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/