Okay, here is the complete Franchise Agreement Format 1, with all sections (1-20) and the integrated Schedules (A, B, and C) as requested. Remember to replace all bracketed information with your specific terms and consult with legal counsel in Bengaluru, Karnataka, for a legally sound agreement.

**Franchise Agreement Format 1 (Complete with Integrated Schedules)**

**Date:** [DATE]

**Parties:**

* **Franchisor:** [FRANCHISOR LEGAL NAME], a [Type of Entity] with its registered office at [FRANCHISOR REGISTERED ADDRESS] (the "Franchisor").
* **Franchisee:** [FRANCHISEE LEGAL NAME], a [Type of Entity] with its business address at [FRANCHISEE BUSINESS ADDRESS] (the "Franchisee").

**1. Definitions:** \* "Agreement" means this Franchise Agreement, including all Exhibits and Schedules attached hereto. \* "Business" means the [Type of Business] business operated under the Franchise System. \* "Confidential Information" means all proprietary information disclosed by the Franchisor to the Franchisee. \* "Effective Date" means the date first written above. \* "Franchise System" means the Franchisor's proprietary business methods, operating procedures, marketing programs, and technical assistance. \* "Franchised Location" means the premises located at [SPECIFIC ADDRESS OF FRANCHISED LOCATION]. \* "Gross Sales" means all revenues derived from the Franchised Business. \* "Operations Manual" means the Franchisor's confidential manual of operating procedures. \* "Territory" means the geographical area defined in Schedule C. \* "Trademarks" means the Franchisor's trademarks, trade names, service marks, logos, and other commercial symbols.

**2. Grant of Franchise:** \* 2.1. Subject to the terms and conditions of this Agreement, the Franchisor hereby grants to the Franchisee, and the Franchisee hereby accepts, 1 a [Exclusive/Non-Exclusive] franchise to operate the Business under the Franchisor's Franchise System, utilizing the Franchisor's Trademarks at the Franchised Location within the Territory. \* 2.2. The Franchisee acknowledges that this is a grant for a single Franchised Location within the Territory.

**3. Territory:** \* 3.1. The territory granted to the Franchisee under this Agreement is described in Schedule C. \* 3.2. [If Exclusive] During the term, the Franchisor will not operate or grant another franchise for a similar business under the Trademarks within the Exclusive Territory, subject to the Performance Requirements in Schedule C. \* 3.3. [If Non-Exclusive] The Franchisee understands the Territory is non-exclusive, and the Franchisor may operate or grant other franchises therein.

**4. Term and Renewal:** \* 4.1. The initial term of this Agreement shall commence on the Effective Date and continue for [NUMBER] ([NUMBER] years). \* 4.2. Franchisee has [NUMBER] option(s) to renew for [DURATION] each, subject to meeting conditions in Clause [REFERENCE CLAUSE FOR RENEWAL].

**5. Fees and Payments:** \* 5.1. Initial Franchise Fee: INR [AMOUNT] payable upon signing. \* 5.2. Royalty: [PERCENTAGE]% of Gross Sales, payable monthly as per Schedule B. \* 5.3. National Marketing Fund Contribution: [PERCENTAGE]% of Gross Sales, payable monthly as per Schedule B. \* 5.4. Other Fees: [Specify any other fees, e.g., technology fee].

**6. Trademarks and Intellectual Property:** \* 6.1. Franchisor owns all rights to the Trademarks and Franchise System. \* 6.2. Franchisee is granted a limited license to use the Trademarks and System solely for operating the Business at the Franchised Location. \* 6.3. Franchisee shall use Trademarks as directed by Franchisor and notify Franchisor of any infringement.

**7. Operating Procedures and Standards:** \* 7.1. Franchisee shall operate the Business according to the Operations Manual, as updated. \* 7.2. Franchisee shall maintain the Franchised Location to Franchisor's standards. \* 7.3. Franchisor may inspect the Franchised Business for compliance.

**8. Training and Support:** \* 8.1. Franchisor will provide initial training to Franchisee's manager. \* 8.2. Franchisor may offer ongoing support in operations and marketing. \* 8.3. Franchisee is responsible for training its own staff.

**9. Marketing and Advertising:** \* 9.1. Franchisor manages national/regional marketing. \* 9.2. Franchisee contributes to the marketing fund as per Schedule B. \* 9.3. Franchisee is responsible for local marketing within Franchisor's guidelines.

**10. Site Selection and Development:** [Include a brief clause stating that site selection was mutually agreed upon or will follow a specific process].

**11. Insurance:** Franchisee shall maintain insurance coverage as specified by Franchisor.

**12. Transfer and Assignment:** Franchisee cannot transfer the franchise without Franchisor's written consent.

**13. Termination:** Franchisor may terminate for cause (e.g., breach, insolvency). Franchisee may terminate with notice under specific conditions.

**14. Consequences of Termination or Expiration:** Franchisee shall cease using Trademarks and System, and de-identify the Franchised Location.

**15. Governing Law and Dispute Resolution:** This Agreement is governed by the laws of India, with jurisdiction in Bengaluru. [Consider adding a clause for arbitration].

**16. Entire Agreement:** This Agreement constitutes the entire understanding.

**17. Amendments:** Must be in writing and signed by both Parties.

**18. Notices:** All notices shall be in writing and sent to the addresses of the Parties.

**19. Severability:** If any part of this Agreement is invalid, the rest remains in effect.

**20. Counterparts:** This Agreement may be executed in counterparts.

**Schedule A: Grant of Franchise and Business Description**

* A.1. Business to be Operated: Quick Service Restaurant under the brand "[Franchisor Brand Name]".
* A.2. Permitted Use: The Franchisee is authorized to operate a restaurant for the sale of [Specific menu items, e.g., burgers, fries, beverages] under the Trademarks and System at the Franchised Location: [SPECIFIC ADDRESS OF FRANCHISED LOCATION].

**Schedule B: Fees and Payment Terms**

* B.1. Initial Franchise Fee: INR [AMOUNT] payable upon the signing of this Agreement.
* B.2. Royalty: Five percent (5%) of the Gross Sales of the Franchised Business, payable monthly on the 10th day of the following month.
* B.3. National Marketing Fund Contribution: Two percent (2%) of the Gross Sales, payable monthly on the 10th day of the following month.

**Schedule C: Territory**

* C.1. Exclusive Territory: The geographical area consisting of the postal code [SPECIFIC POSTAL CODE], Bengaluru, Karnataka.
* C.2. Performance Requirements for Exclusivity: Franchisee must achieve minimum annual Gross Sales of INR [AMOUNT] within the Territory to maintain exclusivity.

**Signatures:**