

Franchise Agreement.

This Agreement Is Hereby Made And Entered Into Agreement On This Day Of-----

Between

1) **Cool Cool Refreshments.**

Having Its Franchise Development Division At;

Add:-office no. 66, 3rd Floor, B Wing

.....**The Franchisor.**

Shrinath plaza.J.M Road Pune -411004

And

2) -----

Having Its Shoppe At;

.....**The Franchisee.**

WHEREAS, Franchisor Is Originator And Creator Of Cool Cool Chill Yourself Brand , Subsequently , Known As The Franchise (Including Specific Design, Sings, And Color Combination, Planning, Inventory And Schedule Of Business Policies And Standards I.E. Franchise System)

WHEREAS, The Of Cool Cool Chill Yourself Brand Is A Trademark And Has A Copyright Over It, Registered In (Class 30 And Class 32) ,Trade Mark For Goods Or Services(Other Than A Collective Mark Or A Certification Trade Mark) In The Register SECTION 18(1), RULE 25 (2) OF THE TRADE MARKS ACT, 1999 In The Territory Of **INDIA.**

WHEREAS, Franchisor Has Developed , The Use, And Continue To Use And Control The Usage Of Proprietary Interest, Trademark, Copyrights, Service Marks, And Trade Names In Connection With The Franchise And Business Purpose Of Thereof Including Cool Cool Refreshments And Cool Cool Chill Yourself Which Is Registered Trademark And Copyright

Whereas, Franchisee Desires To Acquire / Adopt And The Use Of The Franchise, And Trademark And Service Names In Conduct Of A Business At A Specific Location, Under The Supervision Of And In Accordance With The Service Standards Approved By The Franchisor.

Whereas, Franchisee, Understand The Importance Of Franchisor's High And Uniform Standards Of Quality, Appearance And Service. To The Value Of The Franchise And The Necessity Of Opening And Conducting Franchise Operations In Conformity With The Franchise And In Accordance With Franchisor's Standards And Specifications.

AT, NATIONAL LEVEL TO ESTABLISH UNIFORMITY IN BUSINESS PRACTICES COOL COOL REFRESHMENTS HAVE FORMED COOL COOL CHILL YOURSELF BRAND. BY WHICH FRANCHISEE CAN DO THE BUSINESS ON GIVEN QUALITY AND STANDARD NORMS. WITH A HUGE BRAND AND ITS SPREAD ,FRANCHISEE WILL CREATE BUSINESS AT ANY PREFERRED LOCATION. THUS GIVING PERMISSION THROUGH THIS AGREEMENT TO USE ITS LOGO ON EVERY MATERIAL OF YOUR BUSINESS. TO EVERY FRANCHISEE COOL COOL CHILL YOURSELF WILL PROVIDE PRIMARY TRAININGS, GUIDANCE, BY USING OUR BRAND NAME DO YOUR BUSINESS IS THE ESSENTIAL IMPRESSION OF THIS AGREEMENT.

Now Thereof, In Consideration Of Mutual Covenants Set Forth Below, Franchisor And Franchisee Agree As Follow:-

TERMS

- 1) In Relation To Coffee, Tea, Snacks, Milk Shakes, Lassi, Cold Drinks, Juices ,Variety Of Such Food Items The Business Shall Be Run Under The Brand Name Of *Cool Cool Chill Yourself*, For Fulfillment Of Such, Franchisee Has To Buy Raw Material From Local Market Following The Health And Food Safety And Hygienic Standards So To Maintain The Quality Of The Any Such Item. Franchisee Has To Use Appropriate Processing Methods To Make Such Food Items So To Deliver Healthy And Quality To Customers On At Franchisee Level .
- 2) *Cool Cool Chill Yourself* Is A National Level Renowned Brand Promoting Uniformity In Specification And Standards In This Business Practices. Only To Use Its Glamour And Public Awareness This Brand Name Is Given Through Franchise Agreement, But, To Gain / Achieve Sufficient Customer, Maintain Quality Of Raw Materials, Shoppe's Maintenance Is Not In Concerns With The Franchisor , Hence Franchisor Is Not Relate Or Responsible For Any Shoppe For Any Production, Supplies, Legal Issues, Customer Complaints Etc.
- 3) Franchisee Is Entitled To Create/ Design Shoppe, Print, Publish Stationary Of Franchise In Any Medium , Of Any Size Or Designing But Cannot Modified, Altered Or Dimensions Of *Cool Cool Chill Yourself* A Brand Logo In Any Way Manner. This Is Agreed By Franchisee.
- 4) Franchisee/ Shoppe Owner Is Responsible And Has To Gain Government, Non Government Or Local Permissions , Food And Drug License, Shop Act Etc. Permissions. As Well As Liable To Pay All Types Of Taxes Or Relevant Charges Of Government/ Semi-Government/ Service Tax/ Sales Tax / Vat/ Every Other Taxes For The Franchisee. All Laws And Regulations Has To Be Followed And Regularized Is The Utmost Requirement Of Franchisee Business.
- 5) *Cool Cool Chill Yourself*, Is Not Responsible For Any Permissions, Production, Materials Or Not In Any Way Guarantor Of Shoppe's Business, Profit And Loses.

6) Franchise Has To Submit Settled Fees According To Free Structure Which Is A Non-Refundable In Any Scenario. In Relation To This **Cool Cool Refreshment** Is Not Entitled Any Legal Proceedings, Which Is Agreed By Franchisee.

6) Franchise Permission And Agreement Will Stand Dissolve And Cancelled If Any Complaint Or Issue Occurred On The Shoppe Or In Relation , Thereafter Franchise Is Entitled To Run Business Anywhere. Franchisor Is Not Liable To Do Further Communication With Franchisee, Thereafter Franchisee Is Restricted To Use Of Franchisors Brand Name Any Where. This Is Agreed By Franchisee.

Fees Structure:

a) Franchisee Has Paid After Appropriate Application Bellowed Amount

This Fee Which Is Applicable For and Only One Franchise Or Shoppe.

b) **Franchisee Has Agreed To Pay Rs.-----inwords (-----)For..... Shoppe Type As A Franchisee Cost.**

Sr. no.	Franchise cost	Type of Shoppe

If Franchisee Is Unable To Pay Above Mentioned Amount The Franchisor Is Entitled To Take **25% Per Month From Total Profit** . Further, For Any Kind Of Losses For Any Grounds Franchisor Is Not Liable Or Responsible Which Is Agreed By Franchisee/ Shoppe Owner, Franchise Cost Is Non Refundable Which Is Ultimately Held As A Brand Cost.

c) Above Mentioned Franchise Fee Is Subjected For Renewal Fee, Which Is 10%Of Total Franchise Cost Paid By The Franchisee. If Renewal Is Not Done Within The Given Period I.E. Prior To One Month Before Completion Of One Year , Then This Agreement And All Terms And Condition Of It Will Stand Terminated, Franchisee Has To Apply Again For The New Procedures.

7) **Cool Cool Refreshments** Has Reserved The Rights Of Visit/ Inspection/ Checking Without The Prior Permission Of Franchisee/ Shoppe Owner In Working Hour And If It Is Found In That Process That There Is A Violation Of Standards Norms And Terms Of This Agreement Then Franchisor Has Right To Take Appropriate Action Immediately.

8) Force Majeure:

Neither Party Shall Be Responsible Or Liable For Or Deemed In Breach Hereof Because Of Any Delay Or Failure In The Performance Of Its Obligations Hereunder

(Except For Obligations To Pay Money Due Prior To Occurrence Of Force Majeure Events Under This agreement) Or Failure To Meet Milestone Dates Due To Any Event Or Circumstance

(A Force majeure Event) Beyond The Reasonable Control Of The Party Experiencing Such Delay Or failure, Including The Occurrence Of The Following:

(A) Acts Of God;

(B) Typhoons, Floods, Lightening, Cyclones, Hurricanes, Draught, Famine, Epidemic, Or Other Natural Calamities;

(C) Acts Of War Or Civil Unrest;

(D) Any Requirement, Action Or Omission To Act Pursuant To Any Judgment Or Order Of Any Court Or Judicial Authority

(E) Earthquakes, Explosions.

Both Parties Have Understood The Terms And Conditions Of This Agreement Therefore Have Signed In The Presence Of Two Witnesses Herein.

FRANCHISOR.....

FRANCHISEE.....

AUTHORISED SIGNATORY.

AUTHORISED SIGNATORY

WITNESS 1

WITNESS 1

Signature:

Signature:

Name :

name :

Address:

Address:

WITNESS 1

WITNESS 2

Signature :

Signature:

Name :

name :

Address :

Address: