

Franchise and Sponsorship Agreement

This Franchise and Sponsorship Agreement has been entered on _____, by and between the exclusive authorized Licensor of Franchise, a corporation having the registered name of Honey Bee Research Institute and Nature Center, Inc., of physical address 24 Gendreau Road, Saint David, Maine, hereinafter “Franchiser”, and

_____ of physical address _____, (“Franchisee”), acting as an independent contracted sponsor.

If a corporation, the franchisee includes their officer title and indicates by signature below that they are personally authorized to enter into a binding business agreement for their company or corporation.

In consideration of the mutual promises and covenants contained in this Agreement, both parties herein agree to be bound by the terms and conditions set forth in this Agreement.

Franchise:

The Franchiser, operating as the exclusive license grantor, Honey Bee Research Institute and Nature Center, Inc. of 24 Gendreau Road, Saint David, Maine, a 501(c)(3) non-profit organization, has been authorized to commission sponsorships to sell, service, and franchise a unique and distinctive system in the photodynamic treatment of honey bees through the investment of considerable time and money by the inventor. All Franchisee sales, rentals, and service agreements involving monetary or credit transfer involving franchise products and systems used in a per-item sponsorship sale shall be through the Franchiser website online store.

Benefits:

Franchisor has an established trademark and goodwill, as well as marketplace experience. In this, Franchisor shall pass its trademark and goodwill unto the Franchisee. The Franchisee agrees to sign a standard non-disclosure agreement regarding materials or designs covered by the license. The Franchisee shall pay a per-item 30% sponsorship fee, to be collected as the item is locally sold or rented exclusively on the Franchisors website store. Items sold must incorporate the licensed electronic parts and support hardware designated by the Franchisor. The Franchisee must submit to the Franchisor representative items sold for periodic yearly test and approval or be granted a waiver from such approval when customer satisfaction reaches and maintains an acceptable satisfaction and historical volume for custom designs and locally incorporated materials. All assembly including materials and shipping with a minimum 1 year warranty on Franchisee materials are to be the responsibility of the franchisee.

Proprietary Marks:

Franchisor grants to Franchisee a license, to use the Franchisor's trademarks, trade names and service marks in connection with operating the franchise. Franchisee is prohibited from changing or diluting the composition of the Products as furnished to the Franchisee by Franchisor unless expressly authorized by Franchisor.

Training and Assistance:

Franchisor shall offer to Franchisee guidance via manuals and/or courses and/or on-going consultation services.

Advertising:

Franchisee shall market and advertise as they see fit, unless considerable negative public comment draws actionable reason for termination of the franchise license by the franchisor. All advertising, including receipt for customer pick-up orders, must indicate the Franchisor Website and be transacted through the Franchisor website to ensure accurate transaction reporting. Franchisor agrees to maintain a system to pay customer credit card fees.

Confidential Information:

Franchisee expressly warrants that they will not divulge any information related to the franchise or franchisor's business, including intellectual property, schematic diagrams, blueprints, customers, parts, service records, or other sensitive materials and information having economic impact. The franchisee attests that these details have also been agreed to by a separate, standard "Non Disclosure Agreement" or NDA, prior to the Franchise Agreement, and the obligation to return such materials does not terminate if or when the franchise agreement is terminated by either party.

Standards of Quality:

Franchisee is prohibited from changing or diluting the composition of the marks (trademark), Logo, or approved product form unless authorized by the franchisor.

Independent Contractor Relationship:

Franchisee acknowledges that it is his/her legal responsibility to pay and withhold all applicable federal and state income taxes (including estimated taxes), social security, Medicare and all applicable federal and state self-employment taxes from their sale portion. Franchisee coventurers are not required to register with or report to the Attorney General as long as they have a valid contract with and are accountable to the charity Franchisor. Reporting of that sale portion which is a collected sponsorship percentage is the responsibility of the Franchisor to the IRS and other government authorities.

Termination without Cause:

Either party may terminate this Franchise Agreement without cause with (60) days prior written notice to the other party, by writing to "FRANCHISE TERMINATION NOTICE, 16543, 22nd Street, PMB 100, Sunset Beach, CA 90742. This period provides reasonable and sufficient time for the Franchisee to return any unsold materials belonging to the Franchisor, at the cost of the Franchisee, to the physical address designated by the Franchisor.

Legal Relationship:

In the unfortunate event of a legal dispute between the Franchisor and the Franchisee, the Franchisee agrees in advance to be bound by the common law of the State of Maine, as the sole authority to render an impartial judgement.

Franchisee executed this Franchise Agreement on the following date:

 Franchisee

 Date

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGEMENT

State of _____, County of _____

On the date of _____ before me, _____
 (Name of NOTARY PUBLIC officer)

Personally appeared : _____

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name (s) is/are subscribed to within this instrument and acknowledged to me that he / she / they executed the same in his / her / their authorized capacity (ies), and that by his / her / their signatures on the instrument, the persons(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the state of _____ that the foregoing paragraph is true and correct.

Witness my hand and official seal:

_____ (Seal)

Signature of Notary Public