



REVIEW FRANCHISE AGREEMENT

FLAT FEE
\$100

PROJECT DESCRIPTION

I need someone to review a franchise agreement and then provide a memo with comments regarding any potential concerns. The document is in pdf only so it can't be redlined but comments on the face of the pdf would be ok.

PROJECT DETAILS

The meat of the contract is 40+/- pages and then there are various addendums most of which are not applicable. There is also a personal guarantee involved. I would anticipate this taking 2 hours to review and add comments.

COMMENTS



EXCEEDED EXPECTATIONS

John provided a memo analyzing a franchise agreement that was just what I needed and he delivered it promptly. He's a bright attorney who I look forward to working with again.

RESTAURANT LICENSING AGREEMENT

FLAT FEE PROJECT DESCRIPTION

\$250

Client owns a brick and mortar restaurant and food truck. He is now offering his brand to others in the community by way of a licensing agreement. The intent is for this to become scalable throughout the state and country.

PROJECT DETAILS

Client will receive a down payment, with a monthly fee to follow. This will include the use of the brand and consulting services from the client. Client will negotiate the lease agreement on behalf of licensee, but licensee will execute as the tenant. License will purchase and the space will be secured within 10 months of receiving the downpayment.

Client/Licenser will assist in buildout, however it will be a licensee cost.

License agreement will contain non-compete prohibiting licensee from owning or operating related restaurants for 2 years within a 20 mile radius of client or subsequent licensees.

COMMENTS



EXCEEDED EXPECTATIONS

Frank is always ahead of schedule and delivers exactly what is ask of him.

FRANCHISEE DEFAULT ISSUE - ANALYSIS OF FACTS AND FRANCHISE AGREEMENT

FLAT FEE PROJECT DESCRIPTION

\$150

I need an interpretation and opinion regarding whether or not the client (franchisee) is in default under the Franchise Agreement. The deliverable does not need to be long at all, but should be written as if it were going directly to the client.

PROJECT DETAILS

I will provide the email chain provided to me by the client with correspondence between himself and the franchisor. I will also provide the portions of the franchise documents provided to me. The key questions that need to be answered are:

- (1) Is the franchisee in default as stated in the default notice?
- (2) If the franchisee is in default, how can such default be cured?

COMMENTS



EXCEEDED EXPECTATIONS

Greg provided a deliverable that was very helpful and was responsive to questions and comment. I would be glad to work with him again.

DRAFT ASSET PURCHASE AGREEMENT AND BILL OF SALE FOR THE PURCHASE OF A RESTAURANT

FLAT FEE PROJECT DESCRIPTION

\$350

My client is purchasing a chain restaurant franchise and needs an asset purchase agreement and a bill of sale prepared.

PROJECT DETAILS

I have various forms that should be of assistance. I would estimate this will take you 4-6 hours.

COMMENTS



EXCEEDED EXPECTATIONS

This was my second time working with Michael and he's over-delivered both times. I endorse this lawyer.

CONTRACT REVIEW + TERMINATION NOTICE

FLAT FEE PROJECT DESCRIPTION

\$750

Review of Distribution Agreement and Misc. Related Documents to Determine Termination Path & Answer Misc. Questions; Draft Simple Notice of Termination.

PROJECT DETAILS

I'm new to Law Clerk so navigating guesstimating what it'll take time-wise for another lawyer to complete a project that I haven't spent a ton of time analyzing ... Please reach out if you think I'm way off base so I can make adjustments. I'm looking forward to building a strong team to regularly send work and want to communicate through any issues or concerns so we can work together efficiently across multiple projects.

Client has entered into a mobile tools franchise agreement and wants out of the agreement immediately. Although they've made a substantial investment already, they're still in a "test-drive" period that allows them to terminate the agreement. Need to determine if the 45 day termination notice applies in the test-drive period. They believe they have "for cause" reasons to terminate the agreement. Need to determine how any non-compete clauses impact them and what they can do to mitigate any backlash if they enter into an agreement with a competitor. Need to draft a termination notice that complies with the agreement.

The Distributor Agreement is long (32 pages + exhibits), but I don't think most of it will be applicable. I'll also attach the Franchise Disclosure Document which is 400+ pages in case you need to refer to any of it, but I'm not asking you to review it unless we determine it is necessary and then we can adjust the scope.

COMMENTS



EXCEEDED EXPECTATIONS

Kimberly was very thorough and communicative. She was able to expertly work through a complex agreement and provide thoughtful, practical feedback that was easy to turn around to the client.

FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT REVIEW

FLAT FEE PROJECT DESCRIPTION

\$275

I need someone to review a franchise disclosure document and franchise agreement for a fast casual restaurant. The FDD review piece is primarily an abstracting/summarizing activity. The Franchise Agreement is, of course, the document that can be negotiated and modified (depending on the sophistication of the franchisor and the leverage of the franchisee), but is based on the FDD. I'll need you to use your legal skills to identify potential risks. Though we know that franchisees don't have a lot of leverage in the franchise model, the aim of the deliverable is to clarify to a client what they're agreeing to and of what they should be aware.

PROJECT DETAILS

I will provide you with a Word version of the review document that we use in creating a deliverable to clients in connection with these reviews. I'll need you to use that form, but capture the information specific to this particular franchise.

COMMENTS



EXCEEDED EXPECTATIONS

Great work product!.

TRADEMARK LICENSE AGREEMENT ANALYSIS

FLAT FEE PROJECT DESCRIPTION

\$250

I need a memorandum analyzing the Trademark License Agreements (2 of them), explaining in plain language, how it works, who gets the advantage, etc. For instance, if there is a falling out between the LLC members, how are the parties affected, what are the consequences.

PROJECT DETAILS

Not sure how long. Our client is Dr. Hedges and he owns the Seneca Office with his partner. They are partnering with BackFit Health and Spine and bringing on Radi Rahimi. I need to know how these agreements will affect Dr. Hedges.

This is some more information: The Seneca office is partnering with BackFit Health and Spine and bringing on Radi Rahimi. The basic thing is we need this in the OA.

Seneca debts and payroll will transfer over to the new Venture Corp. The Venture Corp will have 3-4 more accounts under it. I have attached a diagram and some explanation.

1. Venture Corp - please name this for example Greenville Venture Corp, Seneca Venture Corp etc....etc.
2. Sub-Corps (x3) - (for below 3 please pick a name)
 - Name it possible street office is on - Medicare Corp
 - Name it possible diff street office is on - Out of Network Corp
 - Name it possible diff street office is on - In Network Corp

BackFit East Coast Holdings along with the PARTNER office will open the VENTURE CORP.

COMMENTS



EXCEEDED EXPECTATIONS

Very good and quick.

REVISIONS TO A&R LEASE

FLAT FEE PROJECT DESCRIPTION

\$600

Sublease assignment and also amendment/restatement of existing sublease. Amendment/restatement is limited to issues in the issues list negotiated by subtenant assignee and sublandlord.

PROJECT DETAILS

Client (franchisee) is taking over an existing sublease. There is an LOI that was agreed to by the sublandlord but there are substantially more revisions that are necessary than what was negotiated in the LOI due to client's franchise requirements. An issues list has been negotiated by client and sublandlord. It was drafted by sublandlord's counsel based on client's comments to the sublease. Then, client engaged me and we've gone back and forth on resolving the issues list because sublandlord did not want to open the whole lease up for revision. They've agreed to amend/restate but it needs to be limited to this issues list. There is also a separate consent to assignment between client, sublandlord and current tenant. The consent would serve as the contract that will govern all contingencies. Once those contingencies are satisfied, then the parties will execute the agreed-upon lease.

COMMENTS



EXCEEDED EXPECTATIONS

Christine is very thorough and is great to work with. I gave her one of the most complicated lease transactions and she picked the project up in the middle and did a great job drafting.