Mini Clubs of America

THE HUSTLER club

FRANCHISE AGREEMENT

Mini Clubs of America

36 W. Gay St., Columbus, Ohio 43215

INDEX

FRANCHISE AGREEMENT

MINI CLUBS OF AMERICA

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THIS AGREEMENT entered into in Columbus, Ohio this_____ day of _____, 19_____, by and between MINI CLUBS OF AMERICA, INC., an Ohio Corporation, hereinafter referred to as "Mini" and

_____,

a_____

corporation, hereinafter referred to as "Associate."

WITNESSETH:

WHEREAS, Mini does now and has for some time developed and established a distinctive and uniform method of operation, customer service, advertising and publicity, process, techniques, technical knowledge, skills and experience relative to the Nite Club business which has considerable value and is known as and operates under the name "The Hustler" and;

WHEREAS, Mini owns a Federal registration of the service mark known as and used in connection with the Hustler program having been registered on the principal register of the United States Patent Office and has other pending applications for registration and owns valuable goodwill connected with the business of operating and franchising others to operate a nite club using the distinctive features and name Hustler which goodwill had developed as a result of the successful operation of the various Hustler clubs, and;

WHEREAS, the Associate recognizes the importance to Mini and its franchise Associates, as well as to the general public, of maintaining a national reputation for outstanding and distinctive service and quality within the restaurant and nite club industry as identified by the name of Hustler, and;

WHEREAS, the Associate wishes to engage in the nite club business as a franchised Hustler Associate using the Hustler name and operating in the manner in which the various other Hustler Clubs have operated, and;

WHEREAS, Mini will endeavor to use its best efforts to develop, promote, advertise and protect the Hustler name and goodwill for its own benefit as well as the benefit of all of its associates including but not limited to the enforcement of applicable laws and regulations pertaining hereto.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. TERRITORY

Mini hereby grants, sells and conveys to the Associate, subject to the conditions as later set forth in this Agreement, the exclusive property rights to the use of the Hustler system, together with a license to use those rights that Mini has in and to the Hustler service mark and trade name within the following geographical boundaries:

In the City of _____, County of _____, and State of _____, as more specifically indicated by area number _____ on the map attached hereto, signed by the Associate and marked as Exhibit A.

The Associate shall have the exclusive right to establish one Hustler Nite Club within the above outlined area and Mini agrees not to sell another franchise to be so located within such territory.

2. SERVICES	In consideration of the service fees as hereinafter outlined, Mini hereby agrees to make available to Associate the following services and functions and to assume the following obligations only if Associate specifically desires, otherwise Associate is obligated to conduct said services and assume said obligations in manner and form reasonably calculated to maintain the outstanding quality of the Hustler Nite Club operation said plan for accomplishing such must be submitted to Mini in advance for its approval which will not be unreasonably withheld.
2(A) LOCATION AND LEASE	At the option of the Associate, Mini shall obtain a location for the establishment of its Hustler Nite Club within the area so outlined in the paragraph entitled "TERRITORY" herein. Such location shall be secured by Mini signing as prime tenant on a lease with the landowner of such locations.
2(B) PREPARATION OF LOCATION	Mini is available to put into operation at said location to be chosen by Associate, with the approval of Mini, a Hustler Nite Club. All expenses, including the cost of liquor license or any other permits and all legal fees shall be paid by the Associate. Mini will provide advisory help at no expense when called upon to do so. However, in order to guarantee the quality control necessary the Associate shall not take charge until Mini authorizes it to proceed.
2(C) SUBLETTING	Mini hereby agrees to sublet said lands and improvements as above enumerated in paragraph 2(A) and 2(B) to the Associate herein for the same lease rental costs and on the same terms and conditions as Mini is obligated to on the prime leases. Mini hereby specifically agrees that it shall not charge any override to the Associate so that the basic terms on the leases on which Mini is obligated shall be those terms and conditions upon which the Associate shall be obligated.
2(D) ASSIGNMENT OF LEASE	Mini is hereby constituted the assignee of any existing or future leases upon the premises used by the Associate in the operation of the establishment covered by this agreement and as such assignee Mini, upon termination of this agreement, may enter into possession of the said premises with all the rights, benefits and obligations of the said lease. The Associate, upon request by Mini, shall execute any instrument necessary to implement the said assignment.
2(E) INSURANCE	The Associate shall purchase for each establishment mentioned herein, and thereafter at all times during the entire term of this Agreement at its own expense, keep in force by advance payment of premiums, the following insurance: (a) GENERAL LIABILITY covering owner, landlord and tenant in the following limits: $100,000.00 BI one person; $300,000.00 BI one accident; and $50,000.00 property damage plus $1,000,000.00 excess limits coverage.

(b) PRODUCT LIABILITY in the amount of not less than $100,000.00 one person, and $300,000.00 one accident, plus $1,000,000.00 excess limits coverage.

(c) WORKMEN'S COMPENSATION in the amount of the minimum limits required by law where Associate's nite club is located.

(d) FLOOD AND EARTHQUAKE coverage in an amount not less than $110,000.00.

(e) BUSINESS INTERRUPTION INSURANCE in an amount sufficient to meet Associate's obligations under this agreement and to its creditors and ROBBERY INSURANCE of at least $2,000.00.

Copies of said policies of insurance or certificates for the same, showing full compliance with the requirements of this paragraph, shall at all times be kept on deposit with Mini. If Associate fails to comply with such requirements, Mini may obtain such insurance and keep the same in force and effect, and Associate shall pay Mini upon demand the premium costs thereof.

2(F) EQUIPMENT

Mini shall furnish Associate with a list of all necessary equipment needed in the operation of a Hustler franchise. Type and specifications but not brand name shall be furnished.If the Associate requests Mini shall aid in the selection of the equipment and shall assist Associate to obtain financing. The Associate is free to select its own equipment and financing but the equipment must meet the specifications set out by Mini.

MANDATORY EQUIPMENT 2(G) EQUIPMENT

The Associate shall purchase or acquire automatic cash register type dispensing equipment for dispensing alcoholic beverages. The type of equipment, but not the specific brand or manufacturer of such equipment, must be approved by Mini and only such approved equipment shall be used in the business. The approval will not be unreasonably withheld.

2(H) COIN MACHINES

All coin machines used in the premises must have the prior written approval of Mini. The approval of coin machines reserved by Mini is hereby limited to type of machine and not the manufacturer or the brand name. Where practical and at Mini's discretion the Associate shall maintain a separate game room, etc.

3(A) ASSOCIATE'S EMPLOYMENT CONTRACT WITH MANAGER

The Associate shall enter into a written employment contract with all persons who are to manage Associate's establishment. Associate may not solicit or hire anyone who worked for any other Hustler Nite Club without first obtaining prior written approval from legal counsel of Mini. Said employment contract shall include the following provisions:

1. For assignment of Associate's rights to Mini upon termination of Associate's agreement with Mini while said contracts are in existence.

2. That upon termination of the manager's employment contract or Associate's contract with Mini, Mini

shall have the option of retaining said manager as a consultant for a period of one (1) year in aid of Mini's learning of and using said manager's knowledge, experience and contacts, but in no sense to allow for any competition with Associate.

3(B)
SELECTION

Mini will train the manager and other employees of the Associate and will recruit and hire any employees at Associate's request. In the event the Associate selects its own manager, the selection shall be subject to the approval of Mini and the manager must attend Mini's instruction program as set forth in 3(C).

3(C)
TRAINING

Mini hereby agrees to make available for the managers a specialized mandatory Hustler training program to be conducted by Mini (Hustler Nite Club) at a time and place designated by Mini prior to the opening of any establishment covered by this agreement as provided herein. The training program shall be for a minimum of four (4) weeks of on the job training and classroom training. Associate's manager and any subsequent replacements shall attend this training program. In addition, Associate's managers shall attend all refresher courses and conferences as directed by Mini. All expenses of managers shall be paid by Associate but no charge shall be made by Mini for the training program.

3(D)
DUTIES AND
OBLIGATIONS

It shall be the manager's obligation to operate sanitary, efficient and high quality establishments according to Mini's standards and directives and to so conduct Associate's business and maintain the premises in such manner so as not to distract from or lower the high standards of service and efficiency now associated with the name of the Hustler in the sales and services rendered as a nite club. Except as otherwise provided herein, the Associate shall use only the name of Hustler in the conduct of business and shall be known as a Hustler Nite Club.

The Associate and its manager agree to continually maintain a general reputation in the community for honesty, integrity and good credit and to conduct its business in an honest and lawful manner.

3(E)
DISCHARGE

Associate agrees to reasonably consider Mini's recommendations as to the lack of qualification or discharge of the manager or other employee upon Mini's showing of reasons for such person's discharge or lack of qualifications.

4.
OPENING
ASSISTANCE

If Associate desires, prior to the opening of the Associates' Nite Clubs, a Mini representative shall be on hand to assist the Associate and its manager in the selection of his personnel and their training.

5.
CONTINUING
ASSISTANCE

Mini hereby agrees to provide a continuous program to assist the manager through the medium of Mini Operations Manuals, bulletins and periodicals. Recognizing the importance of personal assistance, Mini shall also

provide a district manager to furnish supervision in the aid and assistance of the Associate and its manager in the operation of the Hustler Nite Club for Associate's use. This program and manual will be confidential and remain the sole property of Mini.

6. ACCOUNTING

In order to enable Mini to provide accounting service to Associate, not later than 24 hours after the close of each day's business, the Associate shall accurately prepare and mail to Mini at its home office, the following information on forms prescribed by Mini.

6(A) DAILY REPORTS

1. All invoices, statements and delivery tickets pertaining to the purchase of all items necessary for the operation of the Associate's Hustler Nite Club business.

2. Records of all cash received and deposited as shown on Daily Cash Summaries.

3. Duplicate bank deposit slips.

4. Daily cash register tapes.

5. Daily deposit verification slips sent directly from the bank to Mini.

6. Receipts for all items paid by the Associate in cash.

7. A complete liquor and food inventory on the prescribed form as of the last day of each week.

The Associate further agrees to make the necessary arrangements so that the monthly bank statement of the Associate can be sent directly from the bank to Mini so that accurate control methods can be established.

The above information shall show the Associate's daily transactions derived from its business, together with the proper remittance covering payments due under this Agreement. Mini shall not be bound as to the correctness of such reports, and the acceptance of payments shall not be construed as a waiver of its rights to ascertain and collect the correct amount due.

6(B) ACCOUNTING SERVICES

Upon the receipt of that completed information as required in paragraph 6(A) herein, Mini agrees to provide to the Associate the following services as they relate to the Associate's Hustler Nite Club.

1. A monthly Profit and Loss Statement with cumulative year to date details plus applicable percentages.

2. A monthly Balance Sheet.

3. Unless otherwise agreed all payrolls of Associate will be prepared at Mini's home office.

4. Pay monthly, from Associate's bank account, all accounts payable.

5. Preparation of monthly sales tax and federal depository returns.

6. Preparation of quarterly federal, state and local withholding tax reports.

7. Preparation of annual federal, state and local withholding tax reconciliations.

8. Preparation of annual W-2 employee forms.

9. Complete training for the manager in the accounting system while he is in the Mini home office for training.

The Associate shall provide for its own local, state and federal annual income tax returns.

The Associate hereby agrees to provide, at its own expense, whatever postage, materials and supplies are required for Mini to maintain the Associate's accounting records and furnish to Associate those services herein set forth.

7(A) ADVERTISING

Mini hereby agrees to provide the Associate, at nominal cost, professionally prepared advertising materials so that the Associate may use these on a local level in maintaining a local advertising program which will meet the Associate's needs and be in conformity with the Mini advertising standards. Any advertising material that the Associate uses other than that material prepared and made available by Mini shall first be submitted to Mini for written approval. All public listings and advertisements, including classified telephone advertising, shall be identified only as a Hustler Nite Club. The Associate further agrees to remit monthly to Mini an advertising allotment fee in the amount of one-half of one per cent (½%) of the total gross sales of the Associate's Hustler Nite Club, such sum of money to be placed by Mini in an advertising account and be used exclusively for the purpose of national advertising to the consumer of the general Hustler program. The Associate shall be given an annual accounting of the total amount contributed into the advertising account together with the related expenses paid from such advertising.

To achieve the maximum benefit from advertising, it is suggested that the Associate invest four and one-half per cent (4.5%) of its gross sales into the advertising program; however, it is required and the Associate hereby agrees, that it shall allot a minimum of three per cent (3%) of the gross sales derived from the Associate's Hustler Nite Club for advertising purposes, such amount to include the national advertising amount. Advertising shall include those items listed from time to time in the standard Mini advertising manual.

7(B) HUSTLER MAGAZINE

Mini publishes its own magazine called The Hustler. As a benefit of membership, all members of Associates' clubs will receive a one (1) year subscription to Hustler magazine. The Hustler Clubs will be publicized in each issue and all Associates will be listed. Mini reserves the right to disaffiliate with Hustler Magazine and affiliate with any other magazine.

8. WEEKLY SERVICE FEES

Associate shall pay Mini in weekly amounts a sum equal to seven per cent (7%) of its gross receipts derived from its Hustler operation. Gross receipts shall mean the dollar aggregate as shown on the cash register

tapes exclusive of sales tax and credit refunds plus the total amount collected from all coin machines on the premises.

9. ASSOCIATES PAYMENTS

It is hereby agreed that Associate shall: (a) Remit fifty thousand dollars ($50,000.00) to Mini, representing the purchase by the Associate of the Hustler franchise in the area set forth. Initial down payment of _____ _____ (_____) with the remaining balance of _____ (_____) to be paid on or before the _____ day of _____, 19_____. Receipt of which is hereby acknowledged by Mini by its signature on this Agreement.

(b) Upon Mini signing as prime tenant on a lease for that location which is designated for the establishment and activation of the Hustler Nite Club pursuant to that paragraph entitled "LOCATION AND LEASE," the Associate shall, within ten (10) days from the signing of said lease, execute the standard Mini sublease, prepared by Mini, and forward the same to Mini together with that sum of money Mini was required to pay under such prime lease as security lease deposit.

(c) Upon Mini ordering the necessary equipment for the installation in the Associate's restaurant, the Associate shall, within ten (10) days from the date said equipment is ordered, remit to Mini such sum of money as was required to be paid in cash by Mini as a down payment together with an executed Equipment Lease Agreement or Purchase Agreement.

(d) Upon written notice from Mini, that sum of money required for the working capital needs of the Associate shall be deposited in a local bank of Associate's choosing and a copy of the deposit slip shall be immediately forwarded to Mini so that accurate accounting records can be established.

10. QUALITY CONTROL

In order to maintain national uniformity of high standards and quality control set forth by Mini and to protect the good will attached to the Hustler service mark, the Associate shall operate as a Hustler Nite Club in accordance with Mini's standards and requirements of quality, productions, appearance, cleanliness and service, including all standards and requirements as are prescribed in Mini's Operations Manual. The Associate further agrees to utilize only such uniforms for personnel as are first approved by Mini.

Associate agrees that it is mandatory to maintain uniform standards of quality in food excellence and therefore agrees that it will at all times comply strictly with the menus and its contents as it relates to items and price prescribed by Mini and there shall be no variance from its menu without first obtaining written permission from Mini.

The Associate agrees to purchase those products as specified by named brand as set forth in the Mini speci-

fications. However the Associate is under no obligation to purchase such named products from Mini.

Associate agrees to serve only such menu as is approved by Mini and will comply with all local laws as to the service of food and drink. Associate agrees to maintain its operation as a first rate Nite Club and to completely remodel and redecorate at least once every seven (7) years.

11. CONFIDENTIAL INFORMATION

Associate will not disclose the contents of the Confidential Operations Manual or other materials furnished by Mini to any person or make use of any of the methods, techniques and confidential information communicated to the Associate by Mini except to the extent necessary in the operation of Associate's Hustler Nite Club restaurant. Associate will not aid any competitor by release of any information about the operation of its business.

12. INSPECTION

In order to determine whether the Associate's operation is being conducted in accordance with the standards of the Mini program as herein stated, the Associate agrees to allow Mini, or its representatives, to inspect the premises, equipment, inventory, accounting records, operational and procedural methods of the Associate at any time during regular business hours.

13. LEGAL STATUS

The Associate and its employees, at all times during the term of this Agreement, shall be independent contractors and not agents, servants or employees of Mini. The Associate and its employees shall have no authority of any nature whatsoever to bind Mini or incur any liability for or on behalf of Mini or to represent themselves as anything but independent contractors.

It is understood and agreed that no agency, employment or partnership is hereby created by the parties, and the business to be operated by Associate is separate and apart from any which may be operated by Mini. It is agreed and understood that Associate is not an affiliate of Mini and no representation will be made by either party which would create an apparent agency, employment or partnership, and neither party shall have authority to act for the other in any manner to create obligations or debts which would be binding on the other except as it is otherwise provided herein. Neither party shall be responsible for any obligation or expense whatsoever of the other. The only relationship between the parties will be that of independent contractors, and neither party shall be responsible for any act or omission of the other or any employee of the other.

14. TERMINATION FOR BREACH

If Associate shall make any general assignment or trust deed or mortgage for the benefit of its creditors, or Associate shall commit or suffer a default under any contract or conditional sale, deed of trust by or against Associate initiating a proceeding under any provision of the Bankruptcy Act or if a receiver, guardian, conservator or similar officer shall be appointed by a court of competent jurisdiction to take charge of all or any part

of Associate's property, or if Associate shall fail to perform or observe any of the provisions required to be performed or observed by Associate hereunder or under any lease or sublease of Associate's premises and shall not remedy the same within fifteen (15) days after notice to the effect by Mini, or if the Associate shall commit repeated and persistent violations of any such provision or fail to make payments of all amounts owed to Mini under this Agreement, or if Associate's permits to sell intoxicating liquor should be suspended more than two (2) times in any one year, or for more than thirty (30) days, then five (5) days after written notice, all rights of the Associate hereunder shall cease and revert back to Mini. In the event of any failure by the Associate to pay amounts to Mini, Mini's expenses in collecting same, together with interest on the amounts owed from the date due, at the rate of ten per cent (10%) per annum, including reasonable attorney fees, shall be paid by Associate. A waiver of any breach or the occurring of any prior default upon such notice shall not be deemed a waiver of any subsequent breach of the same or different nature. In the event of the happening of any of the above events Mini shall have the right to terminate Associate's rights in this franchise agreement and to purchase Associate's interest in the establishments covered by this agreement at book value in sixty (60) equal monthly installments.

15. NON-COMPETITION

The Associate acknowledges Mini's ownership in the exclusive right to Hustler franchise program and to all parts thereof. Upon termination of this Agreement for whatever cause, Associate will not engage in a similar business and the rights and privileges granted hereunder shall terminate, and the Associate shall immediately thereafter cease to use by advertising or otherwise, the name "Hustler Nite Club" or any other service mark, trade marks, trade names, emblems, copyrights or other pictorial representation of any kind which may now or hereafter be used by the Associate pursuant to this Agreement. If Associate shall, on request, fail or omit to make or cause such changes to be made or fail to cease in the use thereof, then without prejudice to Mini's other rights and remedies, forcibly if necessary, without being guilty of trespass or any other tort, Mini can make or cause to be made, such changes at Associate's expense. Because of special training and techniques divulged to the Associate by Mini, upon termination of this Agreement, the Associate will not engage in a similar business either directly or indirectly in the same territory for two (2) years thereafter (either as an employer, stock holder, limited partner, partner as a member of an unincorporated association or in any other manner). The Associate further agrees to return to Mini all of Mini's forms, advertising matter, bulletins, procedures and manuals which are in the Associate's pos-

session at the time of termination, and will not divulge the contents of Mini's Confidential Operations Manual to anyone, or use them in connection with any other business.

The Associate will not employ or seek to employ any person who is at the same time employed by any establishment operated under the name, "Hustler Nite Club," and will not directly or indirectly induce such person to leave his or her employment unless the Associate has obtained the prior written consent of Mini. Nor will the Associate do any act prejudicial to the business or goodwill of Mini.

The covenants contained in this paragraph shall be construed to be independent of any other provision of this Agreement; and the existence of any claim or cause of action of Associate against Mini, whether predicated upon this Agreement or otherwise shall not constitute a defense to the enforcement of the provisions of this paragraph by Mini.

16. TERM OF FRANCHISE

The franchise shall remain in effect for a period of 20 years provided that Associate performs its part of the agreement, however, should the Associate lose its location for any reason and not obtain a new location within six (6) months, its franchise shall be terminated.

17. NON-ASSIGNABILITY

This Agreement cannot be sold, assigned or in any way transferred by the Associate to any individual, corporation, or association, without the prior written approval of Mini specifically consenting to such transfer, which consent shall not unreasonably be withheld.

In the event the Associate is a corporation the Associate shall not sell, transfer or assign any of its said shares without first offering the same to Mini upon the same terms as the Associate shall previously have received as a bona fide written offer from a responsible, fully disclosed prospective purchaser and thereafter Mini shall have thirty (30) days within which to determine if it desires to accept said offer.

18. INTER-PRETATION

It is understood and agreed that this Franchise Agreement is entered into in Columbus, Ohio and creates a contract between the Associate and Mini in accordance with the laws of the State of Ohio.

It is understood, however, that this is a general form of agreement and if any of its provisions in any part, violate or contravene any law, such provisions shall be deemed not to be part of this Agreement and the remainder of this Agreement shall remain in full force and effect. The failure of either party to enforce at any time, or for any period of time, the provisions of this Agreement shall not be construed as a waiver of such provisions or the right of such party to enforce each and every provision.

19. NOTICES

All notices hereunder shall be in writing and sent by certified mail, return receipt requested, to Mini Clubs of

America, Inc., 36 West Gay Street Columbus, Ohio 43215, or to the then current home office address, and to the Associate at the address given in this Agreement.

20. HEADINGS

The headings and captions contained in this Agreement are for the purpose of convenience in reference only and are not to be construed as part of this Agreement.

21. CONSENT TO SERVICE OF PROCESS

The Associate hereby irrevocably constitutes and appoints Mini or whomever is assigned by Mini to be its true and lawful agent within the state of Ohio to receive service of any lawful process in any non-criminal suit, action or proceedings arising under any provision of this Agreement, and may be served with the same force and validity as if in fact served upon said Associate personally, and notice of service and copy of any process served hereunder shall be sent by registered mail, addressed to the Associate whose current address shall always be furnished to the agent for process.

22. INDEMNITY

Associate agrees that it will indemnify and save harmless Mini from all fines, suits, proceedings, claims, demands, or actions of any kind or nature or from anyone whomsoever, arising or growing out of, or otherwise connected with the operation of Associate's Hustler Nite Club.

23. COMPLETE AGREEMENT

This Franchise Agreement contains the entire agreement between the parties and supersedes any and all prior agreements concerning the subject matter hereof and the Associate further agrees and understands that Mini shall not be liable or obligated for any oral commitments made and no modifications of this contract shall be effective except those in writing and signed by both parties. Mini does not authorize any representation of any nature other than those expressed in this Franchise Agreement.

24. RULES

Associate agrees to abide by reasonable rules and suggestions made by Mini from time to time for the operation of its business.

25. LOYALTY

Associate agrees to devote its full efforts and loyalties to the goals and purposes of the Hustler Nite Clubs and to help advance the national standing of the Hustler Nite Clubs.

26. TRANSFER OF LICENSES AND PERMITS

In the event of the termination, cancellation or assignment of the franchise by Associate to Mini, Associate agrees that it will transfer all rights to any permits or licenses used in connection with its business to Mini or any party designated by Mini and will execute all necessary applications and documents required to make said transfer without any additional payments other than those provided for herein.

27.
FORFEITURE

It is mutually agreed that should Associate fail to complete this contract according to the terms set forth, Mini shall retain down payment as liquidated damages.

IN WITNESS WHEREOF, the parties hereto set their hands and seals the day and year first above written.

ACCEPTED BY:
MINI CLUBS OF AMERICA, INC.

By _____ _____
Associate

_____ _____
Title Address

By _____ _____
City, State, Zip

_____
Title

ATTEST:

_____

_____

_____

Mini Clubs of America
36 West Gay Street
Columbus, Ohio 43215