



Franchise Agreement

This Franchisee Agreement is made on _____ between Goto Mini Planetarium through its representative _____ and having its office at 303, Option Primo, Road 21, MIDC, Andheri East, Mumbai 400093 (herein after called the Franchisor)

AND

_____, through its representative
_____, having its office at

(herein after called the Franchisee)

The Franchisor is specialized in setting up and running large and small planetarium across India for last 35 years. It has 4 meter and 5 meter portable planetariums for educating children on astronomy and space science in schools, colleges and institutions.

The Franchisee is in the field of

_____ and willing to promote portable planetarium in schools, colleges and institutions of his area. The franchisor appoints the franchisee as its strategic partner for promoting astronomy and space science in his area as defined in Annexure-I for a period of 1 (one) year. This franchise agreement can be renewed for further period as may be agreed between the parties.

Franchisor duties, rights and liabilities :

1. Franchisor will provide portable planetarium, portable dome, projector system, shows and operating team and all necessary materials to run planetarium programme.
2. Franchisor will also provide marketing materials like brochures, flyers, knowledge cards, banners etc to the Franchisee.
3. Technical Team : The Franchisor will provide a two-member technical team to operate planetarium. It is the sole responsibility of the Franchisor to conduct shows.
4. Shows : Franchisor will provide world class shows on various subject relating to Space Science and Astronomy. Through these educational programmes, students can describe the Big Bang theory, explain the age and origin of the Solar System and illustrate differences between Earth and other planets in the Solar System. They will also be able to describe origin of life on Earth, vastness of our galaxy Milky-Way, how galaxies are formed. Students should be able to explain the concept of light years, black hole and dark matter.
5. Franchisor will provide all telephone and email support.

Franchisee duties, rights and liabilities :

1. The Franchisee will take all efforts to promote portable planetarium in his area.
2. It is understood by the franchisee that he needs to visit 15-20 schools a week to promote planetarium in schools and other places of interest.
3. It will ensure that show venues are technically acceptable to conduct astronomy planetarium shows. Technical specifications are well understood by the Franchisee.
4. The Franchisee understands that all outstation programme involves travelling and stay cost of technical people hence it is agreed that he will ensure that an average of minimum Rs 20,000/- worth of business is generated per day.
5. The Franchisee understands that a planetarium involves travelling, transportation, hotel stay, and day to day running cost. Hence a minimum of 4-6 (four to six) days of continuous booking is required to conduct a successful programme.

6. The franchisee or his staff must not handle the equipment system as the equipment system is too delicate and requires expert handling.
7. Notwithstanding the above, if the Franchisee mishandles planetarium equipment system, he will compensate the Franchisor of any loss suffered by the franchisor because of such mishandling.
8. The Franchisee will bear all its expenses including marketing and promotions.
9. The Franchisee will communicate to the Franchisor in prescribed forms, emails and other communication mode all business development.

Other Conditions:

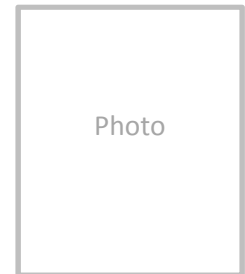
1. **Upfront Fee** : Upfront fee of Rs 20,000/- (Rs Twenty Thousand) is to be paid at the time of signing the Agreement.
2. **Refundable Deposit** : Interest-free Refundable deposit of Rs.30,000/- (Rs. Thirty Thousand Only) is to be kept with the Franchisor at the time of signing of the agreement. The details of the Refundable Deposit is given on **Annex-II**. Once the Franchise Agreement is no more valid, the Franchisor will refund back the security deposit after adjusting dues, if any.
3. **Other Expenses** :
 - a. Planetarium equipment are very sensitive to electricity power fluctuations. If there is frequent electricity power failure or fluctuation in your city than it is mandatory for Franchisee to buy an UPS-cum-inverter of 2 KVA which will be the property of the franchisee and will be used whenever needed during the outreach programme. The Franchisor will give standard specification of it. Approximate cost of UPS-Inverter is Rs.22000/-.
 - b. Other equipments required to be purchased and to be kept in the custody of the franchisee is an industrial fan, a sound system and a portable table. The Franchisor will give specifications of these items. The approximate cost of these items will be around Rs.10,000/-.
4. The Franchisor is the sole owner of all planetarium equipment and under no circumstances franchisee will have any claim on the equipment whatsoever. The Franchisor will try its level best to conduct programme brought by the Franchisee. But, if it is not economical or if it is technically not possible to conduct a programme, the Franchisor will convey the same to the Franchisee. Under these circumstances if a programme is cancelled, the Franchisee cannot demand any compensation whatsoever from the Franchisor. But any advance taken by the Franchisor for the programme will be refunded proportionately.

5. Any revenue collected will solely credited to the Franchisor account. The Franchisee will get his share from the Franchisor after deducting necessary taxes.
6. The Franchisee will not adjust any fee, sharing or expenses from the gross revenue unless specifically permitted by the Franchisor.
7. Each party will bear their own cost and expenses of whatever nature unless specifically agreed upon.
8. In the event any party desires to terminate these presents, then they may do so by giving a month's Notice. It goes without a saying that in such a scenario, the Franchisee shall handover record of schools visited as well the account of revenue collected which is maintained by the Franchisee, to the Franchisor.
9. Any dispute pertaining to this Agreement should be subject to the jurisdiction of Mumbai Court only.

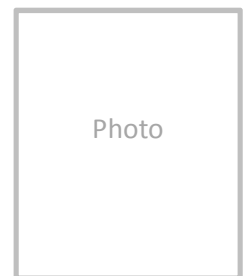
Revenue Sharing :

The franchisee understands that all outstation programmes involve travelling, boarding and lodging of technical team, hence it is agreed that a fixed cost of Rs.5000/- per day of stay will be adjusted against revenue collected. 35% (thirty five percent) of the remaining revenue will be shared with the franchisee. The Franchisee will also get target based incentives as published by the Franchisor from time to time.

Goto Mini Planetarium
Franchisor



Franchisee



Date :

Place :

Annexure-I
Territory

Area of Operation of the Franchise is not a watertight area and may overlap to some extent with other franchisees:

Map of the Area :

Annexure-II
Deposit