

FRANCHISE AGREEMENT

_____ between

AMERICINN INTERNATIONAL, LLC

250 Lake Drive East
Chanhassen, MN- 55317
(952) 294-5000

and

NAME(S) OF FRANCHISEE

STREET

CITY, STATE, ZIP CODE

(AREA CODE) TELEPHONE NUMBER

FRANCHISED LOCATION:

STREET

CITY, STATE, ZIP CODE

(AREA CODE) TELEPHONE NUMBER

DATE OF FRANCHISE AGREEMENT:

_____, _____

FRANCHISED NAME:

**AMERICINN INTERNATIONAL, LLC
FRANCHISE AGREEMENT**

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AMERICINN INTERNATIONAL, LLC FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (the “Agreement”) is made, entered into and effective this _____ day of _____, _____ (the “Effective Date”), by and between AmericInn International, LLC, a Minnesota limited liability company (the “Franchisor”), and _____ (the “Franchisee”).

RECITALS:

Franchisor has developed a unique business concept for providing the public with lodging services of a distinctive character under the mark “AmericInn[®],” utilizing distinctive trademarks, trade names, service marks, copyrights, decor, motif, graphics, slogans, signs, logos, interior and exterior building designs, commercial symbols, and color combinations (the “Business System.”) Franchisor has publicized the marks “AmericInn[®],” “AmericInn Lodge & Suites[®],” “AmericInn Hotel & Suites[®],” “AmericInn Motel & Suites[®],” “AmericInn Motel[®],” and other trademarks (collectively, the “Marks”) to the public and other businesses as an organization of motels, hotels, and lodges operating under the Business System.

Franchisee desires to operate a hotel at the single location set forth in Article 1 of this Agreement using one or more of the Marks, which will conform to the Business System and the standards of quality and uniformity established and promulgated from time to time by Franchisor (the “Hotel”).

Franchisor is willing to provide Franchisee with marketing, advertising, operational, and other business information and know-how concerning the Business System, under the terms and conditions set forth in this Agreement.

AGREEMENT:

In consideration of the foregoing and the mutual covenants and consideration below, you and we agree as follows:

ARTICLE 1: FRANCHISED LOCATION; GRANT OF FRANCHISE

(A) **Franchised Location and Protected Area.** Franchisor hereby grants to Franchisee a nonexclusive and personal license to operate one (1) Hotel in conformity with the Business System and using the Marks, at the location listed as the “Franchised Location” on Exhibit A to this Agreement (the “Franchised Location”). For as long as the Hotel contains at least the minimum number of guest rooms listed on Exhibit A to this Agreement and Franchisee is not in default of this Agreement, Franchisor shall not itself operate or grant a license or franchise to any third party to operate another AmericInn[®] hotel within the geographic region listed as the “Protected Area” on Exhibit A to this Agreement (the “Protected Area”) until the expiration or earlier termination of this Agreement. The limited Protected Area granted under this Agreement is the only territorial protection granted to Franchisee and does not in any way expressly or implicitly grant any other area, market, territorial, or development rights to Franchisee or restrict Franchisor or its affiliates in any way in the manner in which Franchisor and its affiliates may conduct or operate their respective businesses outside the Protected Area. Franchisor and its affiliates have the right to issue competing franchises and to directly or indirectly develop and operate competing company-owned businesses under the Marks for or at any locations outside of the Protected Area, including locations near the boundaries of the Protected Area. Further, Franchisor and its affiliates have the right both within and outside of the Protected Area to: (1) distribute products or services through alternative channels of distribution (including the Internet or any other existing or future form of electronic commerce) under the

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