

months) employed by Franchisor or any other CASH PLUS franchisee, or franchise developer without the prior express permission of such employer, or otherwise directly or indirectly induce any such employee to leave his or her employment. The parties agree that in the event of a breach of this covenant, actual damages would be extremely difficult to compute, and accordingly, in the event of such a breach, the breaching party agrees to pay the employer of such person liquidated damages equal to the greater of (a) such person's prior annual salary or (b) the annual salary and any bonus and other benefits paid or to be paid by the breaching party to such person during the first year of employment.

Section 12.11 Crisis Situations.

(a) If an unusual event ("Crisis Situation") occurs in regard to Franchisee's Store that has caused or may reasonably cause harm or injury to its customers, guests or employees or may materially damage the System, the Marks or our reputation (such as robbery, shooting, hostage, threats of or acts causing death or serious bodily injury, sabotage, natural disaster or other newsworthy situation), You agree to (1) contact the appropriate emergency, police or other governmental agencies immediately to assist you in responding to any harm or injury, and then (2) inform us immediately by telephone and/or telefax of the Crisis Situation. You agree that neither you nor any of your employees or representatives will make any internal or external announcement, comment or other communication to the news media regarding the Crisis Situation unless specifically authorized by us or by an authorized public official and will instruct your employees

(b) You agree that if we deem it necessary or appropriate, we may in our sole and absolute discretion control the manner of handling the Crisis Situation, including, without limitation, conducting all communications with the news media, offering care, benefits and/or immediate compensation for any injured persons and, if reasonably deemed necessary, closing your business temporarily. You acknowledge that in the management of any Crisis Situation, we may engage the services of attorneys, doctors, testing laboratories, experts, public relations agencies and other firms and individuals as we deem appropriate. You agree that you, your employees and all other representatives acting on your behalf will cooperate fully with us in our efforts and activities to respond to any Crisis Situation, will provide access to all information available to you regarding the Crisis Situation and will follow all then existing Crisis Situation procedures developed by us.

ARTICLE XIII. ACCOUNTING AND RECORDKEEPING

Section 13.1. Daily Reports. Franchisee shall prepare a Revenue and Royalty Calculation report or other such report or form which shall be prescribed by Franchisor pursuant to the Operations Manual, setting forth Gross Sales, and such other data as Franchisor may reasonably request, for each month's business operations at the CASH PLUS Store. With respect to each month during the term hereof, Franchisee shall deliver the Revenue and Royalty Calculation form or other such report or form, assembled for each such month, to Franchisor no later than the 15th day of the following month.

Section 13.2. Financial Statements. Within twenty-five (25) days after the expiration of each calendar month, Franchisee shall furnish Franchisor with a profit and loss statement, the form of which shall be described by Franchisor, of the Franchised Business for such previous calendar month. No later than thirty (30) days after the expiration of each calendar year, Franchisee shall, at its expense, furnish to Franchisor, in such form as may be required by Franchisor pursuant to the Operations Manual or otherwise in writing, a statement of profit and loss and balance sheet of the Franchised Business for the calendar year. All such financial statements shall be prepared in accordance with the format established by Franchisor in accordance with generally accepted accounting principles and certified to be true and correct by Franchisee. Franchisor reserves the right to require submission of audited or review financial

statements prepared, at Franchisee's expense, by an independent certified public accountant acceptable to Franchisor

Section 13.3. Accounting Records. Franchisee shall maintain during the term of this Agreement, and shall preserve for at least three (3) years after the dates of their preparation, complete and accurate books and records for all business activities conducted at the Cash Plus Store, prepared in accordance with generally accepted accounting principles, and in accordance with such other requirements as may be set forth in the Operations Manuals or otherwise in writing from time to time

Section 13.4. Examination of Records. Franchisor or its designated agents shall have the right at all reasonable times to examine and copy, at Franchisor's expense, the books, records, and tax returns of Franchisee and the Franchised Business. Franchisor shall also have the right, at any time, to have an independent audit made of the books of the Franchised Business. If an examination or audit should reveal that any Gross Sales have been understated in any report to Franchisor, then Franchisee shall pay Franchisor the continuing royalty and advertising fees due on such understated Gross Sales immediately upon demand, together with interest at the rate provided in Section 5.7 above. In addition, if an examination or audit reveals that Gross Sales of Franchisee were understated by two percent (2%) or more during the period audited, Franchisee shall reimburse Franchisor for all costs and expenses in connection with the audit. The foregoing remedies shall be in addition to any other remedies available to Franchisor

Section 13.5. Other Reports. From time to time, Franchisor shall have the right to require Franchisee to produce and provide such other reports as applies to, but not limited to, list of customers, demographic customer profiles, advertising/marketing/public relation data, and any and all business information data that, in Franchisor's sole determination, will contribute to evaluating the performance of the Cash Plus System in general and that of individual Franchisees. Franchisor shall have the right to access Franchisee's computer database system and information to secure such information

ARTICLE XIV. ADVERTISING, PROMOTION, AND MARKETING

Section 14.1. Contribution Franchisee shall contribute for advertising, promotion, and marketing purposes an amount equal to three percent (3%) of its monthly gross sales, allocated as follows:

(a) If a System fund ("System Fund") is established at any time or from time to time under the System, Franchisee shall contribute an amount designated by Franchisor, but not to exceed three percent (3%) of gross sales, to the System Fund.

(b) If both a System Fund and a regional advertising fund ("Regional Fund") for the region in which the Franchised Business is located are established, Franchisee shall contribute such amounts as Franchisor may designate from time to time to each fund, but not to exceed a total of three percent (3%) for both.

Section 14.2. Establishment and Direction of the Funds. Franchisee agrees that Franchisor shall have the right, in its sole discretion to establish a System Fund and any number of Regional Funds (collectively, the "Funds"), to be maintained and administered by Franchisor and/or its designees as follows:

(a) Franchisor shall direct all advertising, promotional and marketing programs with sole discretion over the concepts, materials, and media used in such programs and the placement and allocation thereof. Franchisee agrees and acknowledges that the Funds are intended to maximize general public recognition and acceptance of the Proprietary Marks for the benefit of all CASH PLUS

franchisees, and that Franchisor and its designees are not obligated in administering the Funds to make expenditures for Franchisee benefits directly or pro rata from expenditures by the Funds

(b) The Funds, all contributions thereto, and any earnings thereon shall be used exclusively to meet any and all costs of maintaining, administering, researching, directing, and preparing advertising, promotional and marketing activities (including, among other things, the cost of creating, producing, placing, and conducting television, radio, and print advertising campaigns, creating, producing and distributing promotional materials for use on and off the Store premises, including signs and posters, direct mail, promotional brochures, and outdoor billboard advertising, marketing surveys and research, public relations activities, and employing advertising agencies and consultants to assist therein)

(c) Franchisee shall contribute to the System Fund and any Regional Fund for Franchisee's region by separate checks made payable to each Fund. All sums paid into the Funds shall be kept in accounts separate from the other monies of Franchisor and shall not be used to defray any of Franchisor's general expenses, except for such reasonable administrative costs and overhead as Franchisor may incur in activities reasonably related to the administration and direction of the Funds and advertising programs for Franchisees and the System. The Funds and their earnings shall not otherwise inure to the benefit of Franchisor. Franchisor or its designees shall maintain separate bookkeeping accounts for the Funds

(d) Franchisor is not obligated to spend all of the contributions to the Funds in any calendar year. If advertising, promotional and marketing costs exceed or fall short of the aggregate advertising funds collected for such calendar year, the excess or shortfall shall be carried over to the succeeding calendar year.

(e) Upon the written request of the Franchisee, Franchisor shall provide Franchisee with a written statement indicating on a calendar year basis (or fiscal year basis at Franchisor's sole option) the total amount of the contributions collected and the total costs incurred by Franchisor related to advertising and promotions. If such accounting is made by an independent accounting firm, the expenses thereof shall be paid from the Fund.

(f) Although each Fund is intended to be of perpetual duration, Franchisor maintains the right to terminate any Fund. No Fund shall be terminated, however, until all monies in the Fund have been expensed for the purposes described above or returned to contributors on a prorated basis of their contributions.

(g) Franchisee acknowledges that nothing in this Agreement creates any duty by Franchisor to account to Franchisee for the collection or disposition of the Funds or creates any trust or beneficial interest in the Fund on the part of the Franchisee.

Section 14.3. Approval. All advertising, promotional, and marketing activities conducted by Franchisee in its local market area shall be subject to the prior approval of Franchisor. Franchisee shall submit to Franchisor (by personal delivery or certified mail, return receipt requested) for its prior approval (except with respect to prices to be charged) all local advertising, promotional and marketing plans and samples of all local advertising materials not prepared or previously approved by Franchisor or its designated agents. If written disapproval thereof is not received by Franchisee within ten (10) business days after the date of receipt by Franchisor, such plans and materials shall be deemed approved. If any plans or materials previously approved by Franchisor are later disapproved, Franchisee shall discontinue their use promptly upon notice from Franchisor.

Section 14.4. World Wide Web. Franchisee is strictly prohibited from developing and establishing a World Wide Web site or engaging in any form of World Wide Web advertising, listing, promotion or participation, of any kind, for the purpose of promoting the Cash Plus business, without the express

This is a document preview downloaded from FranchisePanda.com. The full document is available for free by visiting: <https://franchisepanda.com/franchises/cash-plus>