



Energy Efficiency & Sustainability
C O N S U L T I N G

EES FRANCHISOR, LLC

AREA DEVELOPER AGREEMENT

AREA DEVELOPER

EXCLUSIVE TERRITORY

EFFECTIVE DATE OF AGREEMENT

Area Developer Agreement-EES Consulting -03

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AREA DEVELOPER AGREEMENT

THIS AREA DEVELOPER (this "*Agreement*") is made and entered into on this ____ day of _____, 20__ (the "*Effective Date*"), by and between:

- ◆ EES Franchisor, LLC, a Texas limited liability company, whose principal place of business is 8572 Katy Freeway, Suite 103, Houston, Texas 77024 ("*Franchisor*"); and
- ◆ _____ A [resident of] [corporation organized in] [limited liability company organized in] [*select one*], having offices at _____ ("*Area Developer*").

1. RECITALS

- 1.1. **WHEREAS** Franchisor has developed the unique and distinctive EES Consulting System (as hereinafter defined) relating to the operation of a Franchised Business (as hereinafter defined);
- 1.2. **WHEREAS** Franchisor is the owner of the EES Consulting Marks (as hereinafter defined) and other trade names, trademarks, service marks, logos and other proprietary rights which are used in association with the EES Consulting System;
- 1.3. **WHEREAS** Area Developer wishes to obtain;
 - 1.3.1. The exclusive right to use the EES Consulting Marks and the EES Consulting System in the Exclusive Territory (as hereinafter defined) in connection with the business to be carried on by Area Developer under this Agreement;
 - 1.3.2. The exclusive right to solicit the sale of franchises for Franchised Businesses and to operate Franchised Businesses, within the Exclusive Territory, using the EES Consulting System and the EES Consulting Marks;
- 1.4. **WHEREAS** Franchisor has agreed to grant such rights to Area Developer under the terms and conditions of this Agreement; and
- 1.5. **WHEREAS** the Area Developer acknowledges that it has read this Agreement and the Franchisor's Franchise Disclosure Document and that it understands and accepts the terms, conditions and covenants contained in this Agreement as being reasonably necessary to maintain the Franchisor's high standards of quality and service and the uniformity of those standards at all EES Consulting Businesses in order to protect and preserve the goodwill of the EES Consulting Marks.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL UNDERTAKINGS SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:

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