

EXHIBIT 6 TO THE FRANCHISE AGREEMENT

STATE ADDENDA

ADDENDUM TO THE FRANCHISE AGREEMENT
MIGHTY KICKS FRANCHISING, LLC

FOR THE STATE OF CALIFORNIA

_____ This Addendum to the Franchise Agreement is agreed to this _____ day of _____, 20____, is by and between Mighty Kicks Franchising, LLC and _____.

1. Section 14 (a) is amended to add:

The Franchisor's collection of all Initial Franchise Fees payable by a California Franchisee will be deferred until Franchisor has fulfilled all of its initial obligations to such Franchisee and such Franchisee has opened for business and is operational.

2. In recognition of the requirements of the California Franchise Investment Law, Cal. Corp. Code §§31000-31516 and the California Franchise Relations Act, Cal. Bus. And Prof. Code §§20000-20043, the Franchise Agreement for Mighty Kicks Franchising, LLC is amended as follows:

- The California Franchise Relations Act provides rights to Franchisee concerning termination or non-renewal of the Franchise Agreement, which may supersede provisions in the Franchise Agreement, specifically Sections 26-29.
- Section 27(g), which terminates the Franchise Agreement upon the bankruptcy of Franchisee, may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, et seq.).
- Section 22 contains a covenant not to compete that extends beyond the expiration or termination of the Agreement; this covenant may not be enforceable under California Law.
- Section 35 requires binding arbitration. The arbitration will occur at the forum indicated in Section 35, with the costs being borne by you. Prospective franchisees are encouraged to consult legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of the Franchise Agreement restricting venue to a forum outside of the State of California.
- Section 35(a) requiring you to consent to a waiver of trial by jury may not be enforceable under California law, and is amended accordingly to the extent require by law.

4. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

Mighty Kicks Franchising, LLC: _____ Franchisee: _____

By: _____ By: _____

Title: _____ Title: _____

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