

IHOP FRANCHISE COMPANY, LLC

RIDER FOR NOVATION PROGRAM

EXHIBIT C

RIDER FOR NOVATION PROGRAM

THIS RIDER FOR NOVATION PROGRAM ("Rider") is entered into on _____, 20__ by and among IHOP FRANCHISE COMPANY, LLC and (check one) IHOP PROPERTIES, LLC, IHOP PROPERTY LEASING, LLC, IHOP PROPERTY LEASING II, LLC, or IHOP REAL ESTATE, LLC (hereinafter sometimes collectively "IHOP"), and _____, ("Franchisee"), with reference to the following facts:

A. Franchisee currently operates an IHOP or International House of Pancakes Restaurant (hereinafter "Franchised Location") pursuant to a Franchise or License Agreement (hereinafter "Original Franchise Agreement") entered into between IHOP Franchising, LLC or its predecessor(s) in interest and Franchisee or his or her predecessor(s) in interest, dated _____.

B. CHECK IF APPLICABLE: Franchisee is bound by a Settlement Agreement entered into on November 7, 1973 and an Amendment thereto (collectively referred to herein as "Settlement Agreement") pursuant to which the United States District Court for the Western District of Missouri, Western Division, approved the settlement of multi-district litigation in the form of a Class Action lawsuit entitled *In re: IHOP Franchise Litigation*, M.D.L. Docket No. 77 (hereinafter "Litigation") by an order dated November 29, 1973 (hereinafter "Judgment Order").

C. Franchisee may be a party to a Sublease (hereinafter "Sublease") with (check one) IHOP Properties, LLC, IHOP Property Leasing, LLC, IHOP Property Leasing II, LLC, or IHOP Real Estate, LLC or their predecessor(s) in interest for the Franchised Location and Franchised Restaurant.

D. (Check one) IHOP Properties, LLC, IHOP Property Leasing, LLC, or IHOP Property Leasing II, LLC or their predecessor(s) interest or Franchisee may be a party to a Master Lease (hereinafter "Master Lease") with a third party landlord for the Franchised Location.

E. Franchisee and Franchisor may be parties to an Equipment Lease Agreement or Equipment Purchase Agreement (collectively referred to herein as "Equipment Lease") pursuant to which Franchisee leases or has purchased major items of equipment from IHOP Franchising, LLC or its predecessor(s) in interest.

F. IHOP Franchising, LLC and Franchisee have executed concurrently herewith a "Franchise Agreement," pursuant to which IHOP Franchising, LLC grants to Franchisee a franchise to operate a Franchised Restaurant at the Franchised Location.

G. The parties hereto desire to release each other from certain obligations which may have arisen under their prior relationship, to clarify their obligations, to waive any rights arising under the Settlement Agreement and Judgment Order and to amend said Franchise Agreement in accordance with the terms and subject to the conditions hereinafter set forth.

WHEREFORE, IT IS AGREED:

1. IHOP and Franchisee, on behalf of themselves and their respective descendants, ancestors, dependents, heirs, executors, administrators, assigns, agents, servants, stockholders, members, partners, directors, officers, affiliates, employees, representatives, predecessors and successors, as applicable, hereby fully and forever release and discharge each other, and their respective descendants, ancestors, dependents, heirs, executors, administrators, assigns, agents, servants, stockholders, members, partners, directors, officers, affiliates, employees, representatives, predecessors and successors, as applicable, from any and all rights, obligations, actual and alleged claims, demands, losses, damages, causes of action, violations and actions whether known or unknown, asserted or unasserted, suspected or unsuspected, fixed or contingent, which each party and their abovementioned representatives now have against the other party and his or its abovementioned representatives arising out of the Original Franchise Agreement, the Settlement Agreement, and the Judgment Order, except as provided herein.

2. The parties hereby waive the benefits of Section 1542 of the California Civil Code which provides:

EXC(RNP)310

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE WHICH, IF KNOWN BY HIM, MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

Notwithstanding Section 1542, and except as provided herein, this Rider releases all claims whether known or unknown, foreseen, unforeseen, patent or latent which each party has as of the date hereof against the other and this release shall act as a release of future claims that may arise from acts arising prior to the date hereof under the Original Franchise Agreement, and if applicable, the Settlement Agreement and the Judgment Order, whether such claims are currently known, unknown, foreseen or unforeseen; provided, however, that this release shall not operate to release Franchisee from the obligation to pay any sums due to IHOP since the effective date of the Original Franchise Agreement. The parties understand and acknowledge the significance and consequence of such specific waiver of Section 1542 and hereby assume full responsibility of such injuries, damages, losses, or liability, under the Original Franchise Agreement, and if applicable, the Settlement Agreement and the Judgment Order.

3. Notwithstanding any terms of the Original Franchise Agreement, the parties hereby terminate in its entirety by mutual consent, as of the date hereof, said Original Franchise Agreement, as amended by the Settlement Agreement and the Judgment Order, if applicable, and the same shall have no force and effect with respect to any of its terms, including but not limited to any obligation of IHOP Franchising, LLC, whether express or implied, to provide accounting and other ancillary services.

4. If Recital B has been checked above, in consideration of the execution of the Franchise Agreement, the parties hereto waive and relinquish their respective rights under the Settlement Agreement and Judgment Order, whether such rights accrued prior to or will accrue subsequent to the date hereof.

5. If Recital B has been checked above, Franchisee acknowledges (s)he has read the Settlement Agreement and is aware of its terms.

6. IHOP Franchising, LLC and Franchisee agree that the Franchise Agreement and this Rider shall govern their relationship as franchisor and franchisee hereafter.

7. This Rider shall be effective only upon Franchisee's execution of the Franchise Agreement.

8. For purposes of the Sublease, and notwithstanding the terms of the Master Lease, and if applicable, the Settlement Agreement and the Judgment Order, any equipment which is attached, bolted, built in, or otherwise affixed to the Franchised Restaurant which is the subject of the Equipment Lease shall be deemed to be a part of the realty, and shall not be deemed to be trade fixtures. Upon the termination of such Sublease or Master Lease, where applicable, such equipment shall be the sole property of IHOP Franchising, LLC and may not be removed by Franchisee from the Franchised Restaurant.

IHOP:
IHOP FRANCHISE COMPANY, LLC
IHOP PROPERTIES, LLC
IHOP PROPERTY LEASING, LLC
IHOP PROPERTY LEASING II, LLC
IHOP REAL ESTATE, LLC

Dated: _____

By: _____

Its: _____

FRANCHISEE:

Dated: _____

By: _____

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