THIS AGREEMENT made by and between GHOSTBUSTERS INTERNATIONAL Corporation, subsidiary corporation of the parent corporation, Ghostbusters Inc., Suite 11, 251 W. 30th St., NY, NY 10001, hereinafter called GBI, and ____________________________ (name), hereinafter called FRANCHISEE.

WITNESSETH:

Whereas FRANCHISEE desires to utilize the name, reputation, unique knowledge, procedures, and special patented devices held as agent by Ghostbusters International, and use same in smiting, chastising, corralling, containing, and otherwise controlling supernatural and paranormal entities (ghosts), and

Whereas GBI is permitted by the parent corporation to franchise certain worthy individuals and companies as GBI representatives, and

Whereas FRANCHISEE has offered to tender payment to GBI for certain unique or important rights, and

Whereas GBI is in the business of granting such rights as franchises.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. GBI WARRANTIES: GBI warrants, declares, and agrees that it has the exclusive right to create Ghostbuster franchises.

That right includes but is not limited to the design, purchase, and lease of unique Ghostbuster equipment such as the proton pack and the containment grid, to an exclusive local area of representation defined under separate agreement, to the regular execution of supporting national advertising programs, to the investigation of paranormal, parapsychological, supernormal, supernatural, or mind-shattering phenomena, to the enfranchisement of chosen field representatives after they have passed the most stringent financial and moral surveys, tests, guesses, and innumedios, and to the security of reputation which only GBI can provide.

2. FRANCHISEE WARRANTIES: Franchisee declares, warrants, implies, imputes, and states unequivocably that he/she/it is of sound mind, reliable reputation, without taint of scandal, moral turpitude, conviction of major or minor felony, bankruptcy, insolvency, or slouching, and further warrants no intention, design, desire, interest in, or temptation therefrom of any of the above insofar as the relation, with GBI ever shall exist now and forever.

Franchisee further warrants that he/she/it shall work without stint to the point of exhaustion in order to satisfy even the slightest request from GBI which is made in good faith under the terms of this contract, to wit: concerning performance of Ghostbusting deeds in a seamy, fair, energetic, positive, prompt, attentive, constructive, dependable, and intelligent manner.

Franchisee finally warrants that he/she/it shall especially concentrate energies to the satisfactory compliance with GBI mission-adventures, no matter how difficult, dangerous, bold, foolhardy, expensive, or impossible they may seem to be or to actively.

3. PAYMENT: GBI shall from time to time call upon a franchise to perform gratis a service, action, de-ghosting, de-bugging, investigation, delustration, and ejection of some minor powerful entity from one dimensional plane or another, or other duty against which FRANCHISEE shall have no appeal except the successful discharge of the responsibilities placed upon it by GBI as GBI whimsically wishes, desires, or directs.

The mission-adventure represents payment-in-kind upon an ongoing lease of rights by FRANCHISEE from GBI, and as such the duty of FRANCHISEE under this section never ends, except upon termination of this agreement.

GBI and GBI only shall find, negotiate, and receive payment for mission-adventures, and only GBI may judge the success of such assignments. From time to time, GBI may designate FRANCHISEE as its agent of negotiation, and of fee collection and transmission.

Notwithstanding FRANCHISEE needs and expenses, the mission-adventure is construed as a profit-making venture by GBI. The mission-adventure represents return upon capital invested in FRANCHISEE's business, and FRANCHISEE is expected to make every effort to secure a spectacular return to GBI.

4. TERRITORY: In return for initial payment and participation in the mission-adventure program, FRANCHISEE receives an exclusive territory of service within which no other GBI franchise or franchised agent may operate, and beyond which FRANCHISEE may not operate or proceed as a GBI agent without written permission of GBI.

Notwithstanding FRANCHISEE perception of incompetence, dangerous procedure, larceny or libelous conduct, evidence of malfeasance, felonious activity, or contemptible behavior of adjacent franchises or franchised agents, FRANCHISEE is enjoined by GBI from interfering in the conduct of another franchise.

5. USE OF PATENTS: From time to time, FRANCHISEE may desire to purchase new equipment or to update old Ghostbusters equipment. Anti-ectoplasmic devices are held in patent exclusively by Ghostbusters Inc., for which entity GBI acts as exclusive agent of sales and distribution.

Under market terms, FRANCHISEE may receive and maintain a profile-quantity of GBI equipment under the mission-adventure concept, prorated upon the actual number of franchise agents. FRANCHISEE may purchase for cash additional GBI equipment, subject to normal conditions of supply and manufacture.

FRANCHISEE is explicitly forbidden to build imitations or other working devices replicating GBI equipment, or to create new devices utilizing patented systems or patented relations as held by GBI and its agents GBI without explicit authorization from the parent corporation, and is further explicitly forbidden from purchasing such equipment or other working devices from a third party who knowingly violates the world-wide patent agreements held by GBI, as agent for Ghostbusters Inc.

As is customary, the ownership, patents, and all proprietary rights to such new equipment as developed by FRANCHISEE or franchise employees will be held in perpetuity by GBI, its heirs, and its assigns. Original developer shall pay all physical and legal costs associated with development, patenting, etc. Owner developer shall receive a framed letter of thanks from GBI.

6. USE OF NAME: Subject to good taste and legal requirements, FRANCHISEE must use the name "Ghostbusters" in letterheads, advertisements (visual or aural), display advertisements, and standard promotional items such as pencils, clocks, lights, bumperstickers, and so on.

"Good taste" shall mean that in no manner or substantive effect shall the names of, the officers of, or the intentions of Ghostbusters Inc. or of GBI be presented in any but the most favorable and most complementary light; that unsavory, untruth, unfounded, or ill-advised associations or imputations shall not be made, whether or not connected with the corporate structure of GBI or its parent company, that no connection with demeaning, unsavory, licentious, irrational, disgusting, criminal, or treasonous people, groups, organizations, or entities shall be made.

7. MAINTENANCE OF GOOD COMMUNITY RELATIONS: The FRANCHISEE shall do everything in his or her power to uphold good community standards, make friends, sponsor charitable and civic activities, jog, watch public television, light a candle, and at the end of each day leave the world a little better than it was that morning.

Every FRANCHISEE employee shall do the utmost at all times to keep the franchise facility and its equipment clean and neat, and take care to wash his or her hands.

FRANCHISEE perception of incompetence, dangerous procedure, larceny or libelous conduct, evidence of malfeasance, felonious activity, or contemptible behavior by adjacent franchises or franchised agents is expected to be transmitted expeditiously and directly to GBI main offices by hotline and by letter. Failure to do so may be grounds for termination of this agreement.
8. DELIVERY, POSSESSION, AND OPERATION OF GBI EQUIPMENT: Notwithstanding other construction in this agreement, FRANCHISEE shall directly bear and pay promptly all packaging and shipping costs of GBI materials, brochures, and directives.

FRANCHISEE is expected to keep clean and to maintain all GBI equipment. Operation of GBI equipment which has been damaged or is partially unusable is strictly forbidden.

Repair of equipment may be carried out by repair-licensed franchises (ask for our business-enhancement package — wow!). Ship damaged equipment to GBI for replacement. GBI makes no guarantee of in-stock availability, nor any guarantee of real-time replaceability. (Ask for our maintenance contract package, GBI publication 86-11-3292 or later — wow!)

Clients must sign damage waivers before GBI equipment can be operated on their property or premises.

9. ACCEPTANCE AND ABANDONMENT OF CLIENTS: Subject to reasonable imputations of reputation and ability to pay, FRANCHISEE agrees to accept all clients who apply for franchise services, regardless of race, creed, color, station, nationality, and time of day or night, on weekends and holidays, and whether living or dead.

FRANCHISEE agrees to present client with a preliminary written estimate of costs and time required for job completion, to notify client of service problems as they arise, particularly affecting cost or completion of services rendered. FRANCHISEE further agrees to successfully complete services offered whether or not the initial cost/time projections were correct, insufficient, or exorbitant.

FRANCHISEE specifically agrees not to abandon needful clients who lack other recourse, and FRANCHISEE especially recognizes the important responsibility which an exclusive territory grants.

10. ASSIGNMENT OF RIGHTS: Unless explicitly permitted by GBI, FRANCHISEE rights granted in this agreement are neither inheritable, sellable, nor otherwise assignable.

11. INSPECTION OF PREMISES: From time to time, FRANCHISEE agrees to grant to GBI representatives full access to franchise premises, records, account books, computer files, safe deposit boxes, extra-national bank accounts, and other matters of interest to GBI, including client and E.P.A. relations, and general conduct and procedures while rendering GBI-related services.

12. TERMINATION: This agreement is null and of no effect if and when GBI or successor corporation no longer exists as a legal entity, or upon termination of the relationship between GBI and FRANCHISEE, upon termination of the existence of the franchised entity, or upon non-compliance of FRANCHISEE with material conditions of this agreement.

Non-compliance, if corrected within 15 days of dated notice by GBI, shall not harm or affect the relationship between GBI and FRANCHISEE. If non-compliance shall extend beyond 15 days after dated notification by certified mail, then GBI may terminate its relation with FRANCHISEE without other notice, at its option. At its option, GBI may withhold part or all of the franchise fee in recompense of services or impaired value.

13. NOTICES: All FRANCHISEE written communication shall be made by certified mail to Ghostbusters International, Suite 11, 251 W. 30th St., NY, NY 10001.

All FRANCHISEE verbal communications shall be made via GBI 800 555-7783, which may be recorded by GBI without other notice and played back at embarrassing moments.

All GBI written or verbal communications shall be made in whatever way we see fit.

14. ATTORNEY’S FEES: Should adjudication be required, all reasonable attorney’s fees shall be borne by FRANCHISEE.

15. LIMIT OF LIABILITIES: FRANCHISEE agrees that clients must sign and agree to damage waivers before services can begin. FRANCHISEE further agrees that it shall make every effort in good faith to limit damage to client’s property and premises, unless FRANCHISEE crosses fingers while signing. In any case, FRANCHISEE agrees to completely bear the legal costs and reparations in any proceedings concerning damage or infringements to, by, or from franchise.

16. LIENS AND BANKRUPTCY: FRANCHISEE agrees that GBI rights, property, or equipment shall not be used as collateral, whether or not third-party lender is willing to consider GBI rights as an asset. GBI rights exist free of entitle and may be withdrawn at any time upon proof of violations of this agreement, as detailed in the Termination section.

17. COMPLIANCE WITH LAWS: FRANCHISEE promises to fully comply with the letter and intent of all local, state, and national laws, regulations, requirements, customs, unexplained positions, and unmentionable desires.

FRANCHISEE further completely waives GBI from all legal responsibility to and for the presence, operation, conduct, and desirability of franchise.

18. WAIVER OF SUBROGATION: FRANCHISEE hereby releases, relieves, and waives its entire right of recovery against GBI for loss or damage arising out of or incident to perils, pleasures, costs, risks, discoveries, or illusions stemming from its relation to GBI, whether due to intent or negligence of GBI its officers and agents, or the stockholders thereof.

19. ADJUDICATION: All legal questions arising from the relations of GBI and FRANCHISEE shall be settled in the state and city of New York, and as interpreted by the laws of those jurisdictions.

20. DATE OF EFFECT: This agreement takes effect on the later date signed to below.

THERETO, the parties have executed this agreement on the dates specified immediately adjacent to their signatures.

EXECUTED AT

ON ______________________________

BY ______________________________

GHOSTBUSTERS INTERNATIONAL

EXECUTED AT

ON ______________________________

BY ______________________________

FRANCHISEE

BY ______________________________

FRANCHISEE

BY ______________________________

FRANCHISEE

BY ______________________________

FRANCHISEE