

MAINE STATE LEGISLATURE

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116th MAINE LEGISLATURE

SECOND REGULAR SESSION-1994

Legislative Document

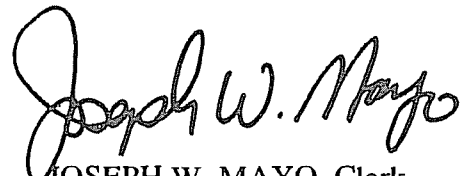
No. 1916

H.P. 1407

House of Representatives, February 18, 1994

An Act to Create a Franchise Practices Act.

Approved for introduction by a majority of the Legislative Council pursuant to Joint Rule 26.
Reference to the Committee on Business Legislation suggested and ordered printed.


JOSEPH W. MAYO, Clerk

Presented by Representative HOGLUND of Portland.

Cosponsored by Representatives: AHEARNE of Madawaska, CARROLL of Gray, CLEMENT of Clinton, CLOUTIER of South Portland, DEXTER of Kingfield, DONNELLY of Presque Isle, DORE of Auburn, FARNSWORTH of Hallowell, GEAN of Alfred, GOULD of Greenville, GWADOSKY of Fairfield, JACQUES of Waterville, KERR of Old Orchard Beach, MacBRIDE of Presque Isle, MITCHELL of Vassalboro, PARADIS of Augusta, PINEAU of Jay, PINETTE of Fort Kent, RAND of Portland, ROTONDI of Athens, RUHLIN of Brewer, TARDY of Palmyra, Senators: BALDACCI of Penobscot, BUSTIN of Kennebec, CAHILL of Sagadahoc, CARPENTER of York, ESTY of Cumberland, KIEFFER of Aroostook, PARADIS of Aroostook, TITCOMB of Cumberland, WEBSTER of Franklin.

2 Be it enacted by the People of the State of Maine as follows:

4 Sec. 1. 10 MRSA c. 211-A, as enacted by PL 1993, c. 195, §1,
is repealed.

6 Sec. 2. 10 MRSA c. 212-B is enacted to read:

8 CHAPTER 212-B

10 FRANCHISE PRACTICES ACT

12 §1391. Short title; purpose

14 1. Short title. This chapter may be known and cited as the
"Franchise Practices Act."

16 2. Purpose. This Act is established to promote greater
18 fairness and equity in franchise relationships; to establish
minimum standards of conduct in franchise practices; to
20 strengthen private remedies against fraudulent or unlawful
22 actions; and to provide consumers the greater benefits that flow
from equitable franchise relationships.

24 §1392. Definitions

26 As used in this chapter, unless the context otherwise
28 indicates, the following terms have the following meanings.

30 1. Franchise. "Franchise" means a contract or agreement,
express or implied, whether oral or written, between 2 or more
persons by which:

32 A. A franchisee is granted the right to engage in the
34 business of offering, selling or distributing goods or
services under a marketing plan or system prescribed in
36 substantial part by a franchisor;

38 B. The operation of the franchisee's business pursuant to
40 such a plan or system is substantially associated with the
franchisor's trademark, service mark, trade name, logotype,
42 advertising or other commercial symbol designating the
franchisor or its affiliate; and

44 C. The franchisee is required to pay, directly or
46 indirectly, a franchise fee.

48 "Franchise" does not include any franchise or contract regulated
under chapter 204, 215 or 308 or Title 28-A, chapter 57.
50 "Franchise" does not include lease departments, licenses or
concessions at or with a general merchandise retail establishment

2 when that lease department, license or concession is incidental
4 and ancillary to the general commercial operation of that retail
6 establishment. Sales of a leased department, license or
8 concession are incidental and ancillary to the general commercial
10 operation of a retail establishment if they amount to less than
12 10% of that establishment's sales.

14 2. Franchisee. "Franchisee" means a person to whom a
16 franchise is offered or granted. "Franchisee" includes:

18 A. A subfranchisor with regard to its relationship with a
20 franchisor; and

22 B. A subfranchisee with regard to its relationship with a
24 subfranchisor.

26 3. Franchise fee. "Franchise fee" means a direct or
28 indirect payment to purchase or operate a franchise. "Franchise
30 fee" does not include any of the following:

32 A. Payment of a reasonable service charge to the issuer of
34 a credit card by an establishment accepting the credit card;

36 B. Payment to a trading stamp company by a person issuing
38 trading stamps in connection with a retail sale;

40 C. An agreement to purchase at a bona fide wholesale price
42 a reasonable quantity of tangible goods for resale;

44 D. The purchase or agreement to purchase, at a fair market
46 value, any fixtures, equipment, leasehold improvements, real
48 property, supplies or other materials reasonably necessary
50 to enter into or continue a business;

E. Payments by a purchaser pursuant to a bona fide loan
from a seller to the purchaser;

F. Payment of rent that reflects payment for the economic
value of leased, real or personal property; or

G. The purchase or agreement to purchase promotional or
demonstration supplies, materials or equipment furnished at
fair market value and not intended for resale.

4. Franchisor. "Franchisor" means a person who grants a
franchise or a master franchise, or an affiliate of such a
person. "Franchisor" includes a subfranchisor with regard to its
relationship with a franchisee, unless stated otherwise in the
chapter.

2 5. Fraud. "Fraud" includes, in addition to its normal
3 legal connotation, a misrepresentation, whether intentionally
4 false or due to gross negligence, of a material fact, a promise
5 or a representation not made honestly and in good faith and an
6 intentional failure to disclose a material fact.

7 6. Good cause. "Good cause" means a failure by a
8 franchisee to comply with a reasonable provision of the franchise
9 agreement that is materially significant to the franchise
10 relationship.

11 7. Good faith. "Good faith" means honesty in fact and the
12 observance of reasonable commercial standards of fair dealing in
13 the trade as defined and interpreted in Title 11, section 2-103,
14 subsection (1), paragraph (b).

15 8. Person. "Person" means a natural person, corporation,
16 partnership, trust or other entity and, in the case of an entity,
17 includes any other entity in which it has a majority interest or
18 effective control as well as the individual officers, directors
19 and other persons in active control of the activities of each
20 entity.

21 9. Sale, transfer or assignment. "Sale, transfer or
22 assignment" means any disposition of a franchise or any interest
23 in a franchise, in trust or otherwise, with or without
24 consideration, including, but not limited to, a bequest, an
25 inheritance, a gift, an exchange, a lease or a license.

26 10. Subfranchisee. "Subfranchisee" means a person who is
27 granted a franchise from a subfranchisor.

28 11. Subfranchisor. "Subfranchisor" means a person who is
29 granted the right to sell or negotiate the sale of franchises
30 pursuant to an agreement with a franchisor.

31 **§1393. Application**

32 1. Application to new or existing franchises operated in
33 the State. This chapter applies to any franchise agreement
34 entered into after the effective date of this section and to
35 existing franchise agreements in relation to conduct or
36 transactions that occur after the effective date of this
37 section. Any such new or existing franchise must be operated in
38 the State. For purposes of this chapter, the franchise is
39 operated in this State only if the premises from which the
40 franchise is operated is physically located in this State. A
41 franchise, including marketing rights in or to the State is
42 deemed to be operated in this State only if the franchisee has a
43 place of business physically located in this State. This chapter
44 applies to a franchise only if the franchisee has a place of
45 business physically located in this State.

2 does not apply to a franchise solely because an agreement
4 relating to the franchise provides that the agreement is subject
6 to or governed by the laws of this State. The provisions of this
8 chapter do not apply to any existing or future contracts between
10 state franchisors and out-of-state franchisees.

12 Written or oral agreements between a franchisor and a franchisee,
14 including, but not limited to, franchise offerings, franchise
16 agreements, agreements for sales of goods or services,
18 advertising, leases or mortgages of goods or services, promises
20 to pay, security interests, pledges, insurance contracts,
22 advertising contracts, construction or installation contracts,
24 servicing contracts and all other agreements in which the
26 franchisor has a direct or indirect interest, are subject to this
28 chapter.

30 2. Limitations on application. This chapter does not apply
32 to any agreement between a certificate of approval holder and a
34 wholesaler licensee pursuant to Title 28-A, chapter 57; to an
36 agreement between a motor vehicle dealer or franchisee and a
38 manufacturer, distributor, wholesaler, distribution branch or
40 division, factory branch or division, wholesale branch or
42 division or franchisor, pursuant to chapter 204; or to any
44 agreement pursuant to chapter 215 or 308 involving fuel
46 distribution or sales.

48 **§1394. Jurisdiction and nonjudicial resolution of disputes**

50 A provision in a franchise agreement restricting
jurisdiction to a forum outside this State or excluding or
limiting either party's access to the courts of this State is
void with respect to a claim otherwise enforceable under this
chapter or the laws of this State.

36 **§1395. Waiver of liability prohibited**

38 Any condition, stipulation or provision requiring a
40 franchisee to waive compliance with or relieve a person of a duty
42 or liability imposed by or a right provided by this chapter or
44 ordered under this chapter is void. This section does not affect
46 the settlement of disputes, claims or civil lawsuits arising out
48 of or brought pursuant to this chapter.

44 **§1396. Prohibited conduct**

46 In addition to conduct specifically prohibited in section
48 1397, 1398, 1399 or 1399-A the following conduct is prohibited.
50 Violations of this section or section 1397, 1398, 1399 or 1399-A
constitute unfair methods of competition and unfair and deceptive
practices.

2 1. Damage to public. A party to a franchise may not engage
4 in any action that is arbitrary, lacking in good faith or
 unconscionable and that causes damage to another party to a
6 franchise or to the public.

8 2. Restrictions on independent sources. A franchisor may
10 not require a franchisee to purchase or lease goods, inventory,
 equipment, fixtures, supplies or services used in the
12 establishment and operation of the franchise business exclusively
 from the franchisor or sources designated by the franchisor,
14 provided that those goods and services meet standards as to their
 nature and quality promulgated by the franchisor. This
16 subsection does not apply to reasonable quantities of inventory,
 goods or services, including display and sample items, that are
18 proprietary and central to the franchise business and either are
 manufactured or produced by the franchisor or its designated
20 sources, or incorporate a trade secret owned by the franchisor or
 its designated sources.

22 3. Coercion involving deliveries and order. A franchisor
24 or an officer, agent or other representative of a franchisor may
 not coerce or attempt to coerce a franchisee to order or accept
26 delivery of goods or services or other commodities, including
 modifications or accessories that are not included in the base
28 price of those goods as publicly advertised by the franchisor,
 that the franchisee has not voluntarily ordered.

30 4. Coercion involving advertising. A franchisor or an
32 officer, agent or other representative of a franchisor may not
 coerce or attempt to coerce any franchisee to participate in any
34 advertising campaign or contest, to offer goods or services at a
 price established by the franchisor, or to purchase any
36 promotional materials, display devices or display decorations or
 materials at the expense of the franchisee.

38 5. Coercion involving contractual agreements. A franchisor
40 or an officer, agent or other representative of a franchisor may
 not coerce or attempt to coerce a franchisee to enter into an
42 agreement with that franchisor or to act in a manner that is
 prejudicial to a franchisee by threatening to terminate or not
44 renew a franchise or cancel a contractual agreement between the
 franchisor and franchisee. Notice in good faith to a franchisee
46 of violations of any terms or provisions of a franchise or
 contractual agreement does not constitute a violation of this
 subsection.

48 6. Coercion involving restricting participation in other
50 business. A franchisor may not require a franchisee to refrain
52 from participation in the management of, investment in, or
 acquisition of any other line of products or any other franchise
 business.

2 7. Restrict franchisee's right to association. A
3 franchisor may not restrict a franchisee from associating with
4 other franchisees or from participating in a trade association or
5 retaliate against a franchisee for exercising its right to
6 associate.

8 §1397. Termination, cancellation and nonrenewal

10 The following provisions govern the termination,
11 cancellation and nonrenewal of franchises.

12 1. Termination or cancellation; burden of proof; notice.
13 It is unlawful for a franchisor to terminate or cancel a
14 franchise prior to the expiration of its term except for good
15 cause and in good faith. The franchisor has the burden of proof
16 for showing that it has acted in good faith, that it has complied
17 with the notice requirements and that there was good cause for
18 terminating, cancelling or not renewing a franchise.

20 A. A franchisor must provide a franchisee with written
21 notice at least 90 days prior to termination or cancellation
22 of a franchise for good cause. After service or written
23 notice, the franchisee has a reasonable period of time to
24 cure, which may not be less than 60 days.

26 B. Notwithstanding paragraph A, a franchisor must provide a
27 franchisee with written notice at least 15 days prior to the
28 termination or cancellation of a franchise and without an
29 opportunity to cure if any of the following apply:

31 (1) The franchisee or the business to which the
32 franchise relates is declared bankrupt or judicially
33 determined to be insolvent;

35 (2) The franchisee voluntarily abandons the franchise
36 by failing to operate the business for 7 consecutive
37 business days during which the franchisee is required
38 to operate the business under the terms of the
39 franchise, unless that failure to operate is due to
40 circumstances beyond the control of the franchisee;

41 (3) The franchised business or business premises of
42 the franchisee are lawfully seized, taken over or
43 foreclosed by a government authority or official;

44 (4) The franchised business or business premises of
45 the franchisee are seized, taken over, or foreclosed by
46 a creditor, lienholder or a lessor, other than the
47 franchisor; and

2 (5) The franchisee is convicted of or pleads nolo
3 contendere to any Class A, Class B or Class C crime, as
4 defined in the Maine Criminal Code, Title 17-A, in
5 which a sentence of imprisonment of one year or more is
6 imposed under Title 17-A, sections 1251 and 1252.

8 2. Nonrenewal; notice. It is unlawful for a franchisor to
9 refuse to renew a franchise unless the franchisee has been
10 notified in writing of the franchisor's intent not to renew at
11 least 6 months prior to the expiration date or any extension of
12 the franchise agreement and one of the following circumstances
13 exists:

14 A. Good cause exists as that term is defined in section
15 1392, subsection 6; and

16 B. The franchisor completely withdraws from directly or
17 indirectly distributing its products or services in the
18 geographic market served by the franchisee.

19 3. Fair and reasonable compensation; good will. Upon
20 termination, cancellation or nonrenewal of a franchise agreement,
21 the franchisee is entitled to fair and reasonable compensation by
22 the franchisor for the franchisee's inventory, supplies,
23 equipment and furnishings purchased by the franchisee from the
24 franchisor or its designated source or approved supplier under
25 the terms of the franchise or any ancillary agreement. This fair
26 and reasonable compensation may not be less than the acquisition
27 price and must be paid by the franchisor within 90 days of the
28 effective date of the termination, cancellation or nonrenewal, as
29 long as the franchisee has clear title to the inventory and other
30 items and is in a position to convey that title to the
31 franchisor. In addition, the franchisor shall pay to the
32 franchisee a reasonable amount for the good will of the
33 franchised business. This subsection does not apply to
34 personalized items that have no value to the franchisor.

35 4. Covenant not to compete; void. Upon termination,
36 cancellation or nonrenewal of a franchise agreement, a franchisor
37 may not enforce any covenant not to compete with the franchisor
38 or any franchisees of the franchisor. Any such covenant is void
39 as contrary to public policy.

40 §1398. Encroachment

41 1. Substantially identical or similar business.
42 Notwithstanding the terms, provisions or conditions of an
43 agreement or franchise, if a franchisor seeks to relocate or
44 establish a new point of sale, outlet, kiosk, company-owned
45 establishment, or other business, the franchisor shall
46 provide written notice to the franchisee of its intent to
47 relocate or establish a new point of sale, outlet, kiosk,
48 company-owned establishment, or other business, and the
49 franchisee shall have the right to purchase the franchisee's
50 interest in the business, including the right to purchase the

2 store, carry-out store, distribution source or any other business
3 substantially identical or similar to that of the franchisee
4 within the relevant marketing area of an existing franchisee, the
5 existing franchisee, at the option of the franchisee, has either
6 a right of first refusal with respect to the proposed new point
7 of sale, outlet, kiosk, company-owned store, carry-out store or
8 distribution source or a right to compensation for market share
9 diverted by that new business. For the purposes of this
10 subsection, relevant marketing area includes but is not limited
11 to that area within a radius of 5 miles around an existing
12 franchise in the cities of Auburn, Bangor, Biddeford, Brewer,
13 Falmouth, Lewiston, Portland, Saco, South Portland, Waterville
14 and Westbrook, or within 10 miles of any existing franchise in
15 any other city or town.

16 2. Price and terms; compensation for market share
17 diverted. With respect to a right of first refusal, the parties
18 shall in good faith seek to establish a mutually agreeable price
19 and terms. If the franchisor does not offer a right of first
20 refusal, the franchisor must compensate existing franchisees for
21 market share diverted by the establishment of the new point of
22 sale, outlet, kiosk, company-owned store, carry-out store or
23 distribution source.

24 **§1399. Transfer of franchise**

25 1. Transfer of interest by franchisee. The following
26 provisions govern the transfer of a franchise business and
27 franchise by a franchisee.

28 A. A franchisor may not prohibit the transfer of the
29 franchise business and franchise by a franchisee to another
30 person if the transferee satisfies the reasonable current
31 qualifications of the franchisor for new franchisees. For
32 purposes of this section, a reasonable current qualification
33 for a new franchisee is a qualification based upon a
34 legitimate business reason. The burden of establishing
35 reasonableness is on the franchisor. If the proposed
36 transferee does not meet the reasonable current
37 qualifications of the franchisor, the franchisor may refuse
38 to permit the transfer.

39 B. A franchisee may transfer the franchisee's interest in
40 the franchise for the unexpired term of the franchise
41 agreement, and a franchisor may not require the franchisee
42 or the transferee to enter into a new or different franchise
43 agreement as a condition of the transfer.

44 C. A franchisee shall give the franchisor written notice at
45 least 30 days prior to a transfer that is subject to the
46 agreement.

2 provisions of this section. The notice must contain the
3 prospective transferee's name, address, financial
4 qualification and business experience.

5
6 D. A transfer by a franchisee is deemed to be approved 60
7 days after the franchisee submits the written notice, unless
8 the franchisor objects to the transfer in writing,
9 specifying a material reason or reasons for the objection.
10 The written objection must be delivered to the franchisee
11 prior to the expiration of the 60-day period. Any such
12 notice is privileged and is not actionable based upon a
13 claim of defamation.

14 E. A franchisor may not discriminate against a proposed
15 transferee of a franchise on the basis of race, color,
16 national origin, sex, religion or physical disability.

17 F. A franchisor, as a condition to a transfer of a
18 franchise, may not obligate a franchisee to undertake
19 obligations or relinquish any rights unrelated to the
20 franchise proposed to be transferred, or to enter into a
21 release of claims broader than a similar release of claims
22 by the franchisor against the franchisee that is entered
23 into by the franchisor.

24
25 G. A franchisor, after a transfer of a franchise, may not
26 seek to enforce any covenant of the transferred franchise
27 against the transferor that prohibits the transferor from
28 engaging in any lawful occupation or enterprise. This
29 paragraph does not prohibit the franchisor from enforcing a
30 contractual covenant against the transferor not to exploit
31 the franchisor's trade secrets or intellectual property
32 rights, unless otherwise agreed to by the parties.

33
34 2. Transfer of interest by franchisor. A franchisor may
35 not transfer its interest in a franchise unless the franchisor
36 makes reasonable provision for the performance of the
37 franchisor's obligations under the franchise agreement by the
38 transferee. A franchisor shall provide the franchisee with
39 notice of a proposed transfer of the franchisor's interest in the
40 franchise.

41 §1399-A. Survivorship

42
43 The right of a designated family member to succeed in
44 ownership of the franchise is not a transfer under this chapter,
45 and is governed by the following provisions.

46
47 1. Right of succession. A family member of a deceased or
48 incapacitated franchisee, who has been designated in writing to
49

2 the franchisor, may succeed the franchisee in the ownership or
4 operation of the franchise if the designated family member gives
6 the franchisor written notice of the intention to succeed to the
8 franchise within 120 days of the franchisee's death or incapacity
and unless there exists good cause for refusal to honor the
succession on the part of the franchisor. The franchisor has the
burden of establishing that good cause exists to refuse to honor
the succession.

10 2. Data. The franchisor may request and the designated
12 family member shall provide upon the request on forms provided
14 for that purpose, personal and financial data reasonably
necessary to determine whether the succession will be honored.

16 3. Refusal. The refusal to honor the succession to
ownership is governed by the following provisions.

18 A. If a franchisor believes that good cause exists for
20 refusing to honor the succession to the ownership and
22 operation of a franchise by a family member of a deceased or
24 incapacitated franchisee under the existing franchise
26 agreement, the franchisor may, within 60 days of receipt of
the information requested in subsection 2, serve upon the
designated family member notice of its refusal to honor the
succession or its intent to discontinue the existing
franchise agreement no sooner than 90 days from the date the
notice is served.

28 B. The notice must state the specific grounds for the
30 refusal to honor the succession and the franchisor's intent
32 to discontinue the existing franchise agreement no sooner
34 than 90 days from the date the notice is served. Any such
notice is privileged and is not actionable based upon a
claim of defamation.

36 C. If notice of refusal and discontinuance is not timely
38 served upon the family member, the franchise agreement
40 continues in effect subject to termination, cancellation or
nonrenewal only as otherwise permitted by this chapter.

42 4. Designation of successor. A franchisee may designate
44 any person as the franchisee's successor by written instrument
filed with the franchisor.

46 **§1399-B. Duty of good faith**

48 A franchise imposes on the parties a duty of good faith in
performance in enforcement of the franchise agreement.

2 **§1399-C. Remedy for civil action**

4 A franchisee who has been damaged by reason of a violation
6 of a provision of this chapter may recover from the franchisor
8 damages caused by the violation, including, but not limited to,
10 costs and reasonable attorney's fees, regardless of the amount in
12 controversy, and other appropriate relief, including declaratory,
14 injunctive and other equitable relief. A final judgment, order
or decree rendered against a person in a civil, criminal or
administrative proceeding under the federal antitrust laws, the
Federal Trade Commission Act, this chapter or any other state law
is regarded as prima facie evidence of a violation of this
chapter against that person, subject to the conditions under the
federal antitrust laws, 15 United States Code, Section 16.

16 **§1399-D. Notice form, delivery and content**

18 All notices of termination and nonrenewal required by this
20 chapter must:

22 1. Required mail; delivery. Be sent by registered,
24 certified or other receipted mail or personally delivered to the
franchisee;

26 2. Statement of intent. Contain a statement of intent to
28 terminate or fail to renew the franchise together with the
reasons for termination or nonrenewal; and

30 3. Effective date. Include the effective date of the
termination, cancellation or nonrenewal.

32 **§1399-E. Choice of law**

34 A condition, stipulation or provision requiring the
36 application of the law of another state in lieu of this chapter
38 is void.

40 **§1399-F. Construction with other law**

42 This chapter does not limit any liability that may exist
under any other law or at common law.

44 **§1399-G. Public policy**

46 Any contract or part of a contract or practice under a
48 contract in violation of any provision of this chapter is against
public policy and is void and unenforceable.

2 §1399-H. Statute of limitation

4 Actions arising out of any provision of this chapter must be
6 commenced within 4 years after the cause of action accrues;
8 however, if a person liable under this chapter conceals the cause
10 of action from the person entitled to bring that action, the
12 period prior to the discovery of that cause of action is excluded
14 in determining the time allowed for commencement of the action.
16 If a cause of action accrues during the pendency of a civil,
18 criminal or administrative proceeding against a person brought by
20 the Federal Government or any of its agencies under the antitrust
22 laws, the Federal Trade Commission Act or any other federal act,
24 or the laws of the State related to antitrust laws or to
26 franchising, that action may be commenced within one year after
28 the final disposition of the civil, criminal or administrative
30 proceeding.

18 STATEMENT OF FACT

20 A franchise is a marketing and distribution arrangement.

22 Franchise business relationships represent a large and
24 growing segment of the nation's retail and service businesses and
26 are rapidly replacing more traditional forms of small business
28 ownership. Franchise relationships involve a joint enterprise
30 between the franchisor and the franchisees and each has a vested
32 interest in the franchised business. Franchisees are required to
34 make a substantial financial investment in equipment, inventory,
36 goods, services, land and buildings or structures. Often this
38 represents the investment of a franchisee's life savings.

40 Many franchises reflect an imbalance of contractual power in
42 favor of the franchisor, and fail to give due regard to the
44 legitimate business interests of the franchisee, as a result of
46 the franchisor's reserving pervasive contractual rights over the
48 franchise relationship. Franchisees may suffer severe financial
losses when a franchisor does not act in good faith, or with due
care.

40 Traditional common law doctrines have not evolved
42 sufficiently to protect franchisees adequately from fraudulent or
44 unfair practices, and significant contractual and procedural
46 restrictions have denied franchisees viable legal recourse
48 against franchisors.

48 It is the purpose of this bill to promote greater fairness
and equity in franchise relationships; to establish minimum
standards of conduct in franchise practices; to strengthen

2 private remedies against fraudulent or unlawful actions; and to
3 provide consumers the greater benefits that would flow from
4 equitable franchise relationships.

4

6

8

10 This document has not yet been reviewed to determine the
11 need for cross-reference, stylistic and other technical
12 amendments to conform existing law to current drafting standards.