



Franchise Application



New Vibe Pizza Limited
5502 Lougheed Highway, Burnaby, British Columbia, V5B2Z8 Canada
P: 604.299.9381, F: 604.294.6124, E: franchise@newvibepizza.com



Franchise Application Form

PERSONAL INFORMATION

First Name	Last Name	Social Insurance Number	Date of Birth (YY/MM/DD)
Street (Unit#)	City	Province	Postal
Phone Number	Cell Phone Number	Email Address	

EMPLOYMENT

Are you: Business Owner Self-Employed Employed Unemployed Retired

Name of Company/Employer	Type of Business	Number of Years
Position	Work Phone Number	May you be contacted at work? (Yes/No)

FINANCIAL INFORMATION

Income from present business/occupation: \$ _____ Other Income(s): \$ _____

Total Assets (a): \$ _____ Total Liabilities (b): \$ _____ Net Worth (a-b): \$ _____

Total Liquid Cash Available: \$ _____

Type(s) of liquid cash: Cash Mutual Funds Stocks Savings Account Etc.

Will you have other owners/partners? Yes No If yes, who are they? _____

Do you intend to run this business yourself? Yes No If no, who? _____

Location preference: 1. _____ 2. _____ 3. _____

Have you ever been convicted of a felony? Yes No If yes, describe: _____

I have enough income to maintain my lifestyle without spending funds allocated for development of my New Vibe Pizza franchise(s) until opening. Yes No

I understand that if financing is required to open my New Vibe Pizza it is my sole responsible to obtain the financing. Yes No

Have you ever filled for bankruptcy protection? Yes No

Our acceptance of this Franchise Application Form should not be considered as a grant of franchise. We grant franchises ONLY by executing a written franchise agreement. I authorize New Vibe Pizza Limited to start an investigate consumer report (including information as to my character, general reputation, personal characteristics and mode of living) and credit investigation based on the information voluntarily provided by me and warrant that all information provided is true and accurate. I understand that I have a right to request that New Vibe Pizza Limited make a complete and accurate disclosure of the nature and scope of such investigation. New Vibe Pizza Limited may obtain my credit report in connection with this application. This is my authorization to credit reporting agencies, bank(s), creditors, suppliers and New Vibe Pizza Limited from all liability with respect to the release of any such requested information. Authorization is granted to use photo or fax copies of my signature to obtain information. If I am requesting that New Vibe Pizza Limited make a credit determination based on my creditworthiness combined with any co-applicants, I authorize New Vibe Pizza Limited to discuss any derogatory credit items with such co-applicants. I understand that New Vibe Pizza Limited may, at any time, require that I sign an updated application or provide updated information. I acknowledge that I have read, and hereby agree to be bound by the terms of the Confidentiality Undertaking which appears on the reverse side of this application.

_____	_____	_____
Date (YY/MM/DD)	Print Name (First, Middle, Last)	Signature

Return this application to:
New Vibe Pizza Limited, 5502 Lougheed Highway, Burnaby, V5B 2Z8, Canada



CONFIDENTIALITY AND NON-DISCLOSURE

The individual who has signed the application on the reverse hereof (“Applicant”) has applied to become a franchise of New Vibe Pizza Limited (“New Vibe”) and, in connection with the application process, may become privy to certain information regarding the business of “New Vibe” and its franchisees which “New Vibe” classifies and protects as confidential and proprietary (the “Information”). “New Vibe” is willing to divulge such information (as and to the extent it deems appropriate in connection with the Applicant’s application) only if the Applicant agrees to protect the confidentiality of such Information. In consideration of the disclosure of Information, Applicant agrees to the following terms and conditions:

1. Confidentiality. Applicant on behalf of itself and its affiliates, employees, officers and directors, agrees to maintain as confidential all information disclosed to it. Applicant shall not, directly or indirectly, disclose any such Information to any third party without New Vibe prior to written consent, nor shall Applicant use any Information for its own benefit (except for the purpose of the discussions contemplated by this Agreement) or for the benefit of any third party. The dissemination of Information by Applicant within its own organization shall be limited to those employees and consultants whose duties justify the need to know such Information.
2. Return of Information. Applicant shall return to New Vibe within ten (10) days of written request therefore, all Information, together with any and all copies thereof.
3. No rights in Information. Neither this Agreement nor the disclosure of Information shall be deemed, by implication or otherwise, to vest in Applicant any rights in the Information or any other trade secrets or property of New Vibe.
4. Breach. Any breach of any provision hereof will be theft of New Vibe trade secrets, and will cause irreparable harm and damage to New Vibe. New Vibe shall be entitled to enjoin any actual or threatened violation of any of the provisions in this Agreement. In addition to injunctive relief, New Vibe may recover damage from Applicant for any loss caused by any violation of the provisions of this Agreement (including violations by third parties to whom Applicant discloses Information). In any action brought to enforce any of the provisions of this Agreement, New Vibe shall be entitled to reasonable attorney’s fee and costs.
5. Law. This Agreement is made under, and shall be construed and enforced in accordance with, the laws of the province of British Columbia.