The American Bar Association Forum on Franchising takes great pride and pleasure in introducing The Annotated Franchise Agreement, which we hope and expect will be an extremely valuable resource for all of our members, whether they represent franchisors or franchisees and whether they practice in-house with a franchisor, in a government or academic setting, or in a private practice.

The franchise agreement is the core and the foundation of the franchise relationship, yet, as the editors rightly point out, one size does not fit all. This necessitates an in-depth examination of the agreement as yet another element of our continuing efforts to fulfill our mission to be the preeminent forum to study and discuss the legal aspects of franchising.

Business executives sometimes refer to material portions of any contract as “boilerplate,” meaning that certain language is perceived to be standard in all agreements and perhaps does not deserve the attention that is merited by other portions of the agreement. The Annotated Franchise Agreement demonstrates that every provision of the franchise agreement has a meaning and a purpose that must be carefully considered in light of many factors, including the size and maturity of the franchise system, the nature of the goods and services to be provided to customers or clients of the franchisees, the culture of the system, and the regulatory environment in which the system operates. And because the goal of the typical integration clause is to make the franchise agreement stand alone, it must be drafted in a clear, concise, straightforward, and readable fashion, free from ambiguity.

Carrying out an enterprise of this depth and breadth takes a small army of dedicated, experienced, and knowledgeable practitioners willing to give unstintingly and generously of their time and effort for the benefit of their fellow members of the forum.

Our expression of gratitude must begin with the editors: Nina Greene, Dawn Newton, and Kerry Olson. It is indeed an honor and privilege to thank them for their consistent and persistent commitment to completing this ambitious and
much-needed book. They have been expertly and creatively overseen first by Jim Goniea and then by David Oppenheim in their successive roles as chair of the Forum’s Publication Committee. We are also deeply grateful to Teresa Koller, the Publication Committee member who served as liaison for The Annotated Franchise Agreement.

The core of the work done on this book was provided by our impressive team of chapter authors. Each of them is a longtime forum contributor with a wealth of experience and wisdom. I commend Corby Anderson, Bethany L. Appleby, Amy Cheng, Harris J. Chernow, Marisa Faunce, Michael D. Joblove, Kathryn Kotel, Beata Krakus, Robert A. Lauer, Ann MacDonald, Himanshu Patel, Rebekah Prince, Iris Figueroa Rosario, Brian B. Schnell, Joseph Sheyka, Andra Terrell, Trish Treadwell, Larry Weinberg, Elizabeth M. Weldon, and Will K. Woods.

I know that you will find The Annotated Franchise Agreement to be filled with practical and useful information to assist and guide you in your practice of franchise law for years to come.

Eric H. Karp
Chair, Forum on Franchising
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