

EXHIBIT D

MULTI FRANCHISE AGREEMENT

PRONTOWASH USA, LLC**MULTI-FRANCHISE AGREEMENT**

This Multi-Franchise Agreement (this "Agreement") is made and entered into this ____ day of _____, 200__, between ProntoWash USA, LLC, a Florida limited liability company whose principal office is at 5481 NW 159th Street, Miami, Florida 33014 ("Company") and _____ whose principal address is at _____ ("Developer"), with reference to the following facts:

RECITALS

Company is the licensee of a unique and proprietary system for providing car wash services at parking lots and other locations, using equipped Mobile Detailing Units (the "ProntoWash System"). Developer desires to obtain the right to develop and operate multiple ProntoWash Points of Service using the ProntoWash System. Company is willing to grant this right to Developer on the terms in this Agreement. Accordingly, the parties now agree as follows:

AGREEMENT**1. DEFINITIONS.**

A. **Franchise Agreement.** "Franchise Agreement" means the standard form of agreement used by Company to grant franchises to own and operate a single ProntoWash Point of Service and all exhibits and related instruments, as amended from time to time. Amendments may include, without limitation, initial fees, changes to royalties or other fees. A copy of the current form of Franchise Agreement is attached to this Agreement as Exhibit "A."

B. **Development Area.** "Development Area" means the geographic area described in Exhibit "B" attached to this Agreement.

C. **ProntoWash Point of Service.** "ProntoWash Point of Service" means a parking lot or portion of a Parking Lot where Developer is granted a franchise to operate a business washing cars using the ProntoWash System.

2. GRANT OF RIGHTS.

A. **Grant.** Provided that Developer fully complies with this Agreement and all other agreements between Company and Developer, Company shall, according to the procedures in Section 5, grant Developer franchises to own and operate ProntoWash Points of Service located in the Development Area. Except as provided in this Section 2 and in Section 5, Company shall not grant any other person a franchise to operate a ProntoWash Point of Service nor itself

develop or operate a ProntoWash Point of Service in the Development Area without first providing Developer a right of first refusal for properties in the targeted Tiers identified in Section 4. Developer shall have fifteen (15) calendar days on written notice from Company to accept or reject opening the identified ProntoWash Point of Service location in the Development Area. Developer's failure to respond to Company in writing within this time shall constitute a rejection of the offer, thus allowing Company to offer the location to an alternative franchisee. Developer's right of first refusal shall end when Developer has reached the number of locations to be developed in this Agreement.

B. Reservation of Rights. Except as otherwise expressed in this Agreement, Company reserves the rights: (i) itself to develop, own, operate and/or grant franchises for ProntoWash Points of Service at locations and on terms that Company deems appropriate, regardless of how close they are to the Development Area; (ii) without any geographic limitation, to make and sell, or cause to be made and sold, products authorized for ProntoWash Points of Service under Company's or other trademarks, service marks, logos or commercial symbols, through retail stores and other distribution channels on such terms as Company deems appropriate; and (iii) itself to develop, own, operate and/or grant franchises for ProntoWash Points of Service inside the Development Area: (a) after Developer has established the minimum number of ProntoWash Points of Service provided for in this Agreement; or (b) if in Company's judgment, Developer has failed to adequately pursue any opportunity to establish Points of Service or failed generally to make satisfactory progress in establishing ProntoWash Points of Service in the Development Area pursuant to the schedule listed in Exhibit B; or (c) failed to exercise the right of first refusal to open a ProntoWash Point of Service in the Development Area pursuant to Section 2(A).

3. TERM.

Unless terminated sooner as provided in Section 7, this Agreement shall expire on the earliest of the 5th anniversary of the date first stated above or the date Developer has satisfied the Minimum Development Quota (as defined in Section 6(A)).

4. DEVELOPMENT FEE.

On signing this Agreement, Developer shall deliver to Company a development fee of _____ Dollars (\$_____) based on the following breakdown of targeted properties Tier A: ____, Tier B: ____, Tier C: __ and Tier D: ____. The development fee shall be seventy five percent (75%) of Company's initial franchise fees for each location anticipated to be opened based on Company's rates as of the date of this Agreement. Company shall credit applicable portions of this fee toward the initial franchise fees payable by Developer at the time of signing of each franchise agreement opened pursuant to this Agreement. Should Developer's actual locations differ from the target tiers stated above, Company shall debit or credit Developer the appropriate amounts. In the event, after entering into this Agreement, Developer desires to open a more expensive Tier than contemplated above (for example, a Tier A location rather than a Tier C location), Company shall have the right to charge Developer the difference between seventy five percent (75%) of Company's then current fee for the newly selected Tier and the actual amount Developer paid on execution of this Agreement for the originally selected Tier. The fees

stated in this section are, in their entirety, fully earned by Company when paid and are not refundable. Nothing in this Agreement restricts Company from changing the initial franchise fees charged from time to time.

5. SELECTION OF POINTS OF SERVICE LOCATIONS.

A. Location Report. Developer shall propose to Company locations for ProntoWash Points of Service. Each proposed Point of Service location shall be in the Development Area and shall be subject to Company's approval. Before Company shall be obligated to offer Developer a Franchise Agreement for any proposed location, Developer shall, in writing, request Company to offer Developer a Franchise Agreement for the proposed Point of Service and shall submit to Company a report concerning the proposed Point of Service. The report shall contain further information about the proposed Point of Service as Company requests (the "Point of Service Report").

B. Approval by Company. Company shall deliver to Developer a written notice of approval or disapproval of each proposed Point of Service within thirty (30) days after Company receives the Point of Service Report. In approving or disapproving any proposed Point of Service, Company shall have the right to consider any factors Company deems material including, without limitation, demographic characteristics, traffic patterns, predominant character of the geographic area, proximity to other particular types of businesses, size and appearance of premises and other physical and commercial characteristics.

C. Approval Regarding Point of Service. Before Developer signs any lease or other type of agreement for a proposed Point of Service, Developer shall submit the lease or other agreement for Company's approval. Developer shall not sign any such lease or agreement that Company disapproves. In approving or disapproving Company shall have the right to consider terms and any other factors Company deems material.

D. Procedure After Approval. If Company has approved a proposed Point of Service, Company shall offer Developer a franchise to operate a ProntoWash Point of Service at that location by delivering to Developer a Franchise Agreement in form for execution by Developer. If required by applicable law, Company shall deliver to Developer, along with that agreement, the applicable Uniform Franchise Offering Circular or equivalent disclosure document. Within not less than fourteen (14) and not more than thirty (30) days after receipt by Developer, Developer shall sign the Franchise Agreement and return it to Company with payment of the applicable initial franchise fee. If Developer fails to obtain lawful possession of the proposed Point of Service as provided in this Section 5 within the sixty (60) days after Company approves the Point of Service or fails to sign and return the Franchise Agreement within the fourteen (14) to thirty (30) day period described above, then Company shall have the right, but no obligation, to revoke its offer to grant Developer a franchise to operate a ProntoWash Point of Service at the proposed location.

6. DEVELOPMENT OBLIGATIONS.

A. Operating Restrictions. Developer's rights under this Agreement shall be subject, at all times, to the condition that the number of separate ProntoWash Points of Service owned

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and operated by Developer in the Development Area is maintained at no less than the number stated in Exhibit B (the "Minimum Development Quota").

B. Failure to Satisfy Minimum Development Quota. If at any time Developer does not satisfy the Minimum Development Quota, then Company shall have the right, but no obligation, to exercise Company's termination rights pursuant to Section 7, unless Developer pays to Company:

(i) By the 5th day after each date when Developer failed to satisfy a Minimum Development Quota, the initial fee that would then be due to Company for each unopened ProntoWash Point of Service which would be necessary to satisfy the Minimum Development Quota; and

(ii) For each unopened ProntoWash Point of Service which would be necessary to satisfy the Minimum Development Quota, a monthly royalty of one thousand five hundred Dollars (\$1,500) on or before the fifth (5th) day of each month starting with the calendar month after the date when Developer failed to satisfy a Minimum Development Quota and continuing while such ProntoWash Point of Service remains unopened.

C. Application. Amounts paid pursuant to Section 6(B)(i) for unopened ProntoWash Points of Service shall be applied against the initial fee due to Company for each such ProntoWash Point of Service at the time of signing the Franchise Agreement for each such ProntoWash Point of Service.

D. Closures. If a cause other than a voluntary act of Developer damages the facilities of an operating ProntoWash Point of Service so that it cannot continue to operate, then:

(i) if the damage concerns the portion of the Point of Service operated by Developer, Developer shall repair and restore it to Company's then approved plans and specifications. This repair and restoration shall occur as soon as possible but not later than 30 days after the cause of destruction or damage. If not repaired or restored and reopened within 30 days, the destroyed or damaged ProntoWash Point of Service shall not continue to count toward satisfaction of the Minimum Development Quota;

(ii) if the damage concerns facilities adjoining the Point of Service so that the Point of Service cannot operate, then that Point of Service, though it does not operate, shall still count toward the Minimum Development Quota until the date when the adjoining facilities are repaired and reopened either in the same or different format, but in no event longer than 30 days. If a ProntoWash Point of Service stops operating for any other reason, it shall not count toward satisfaction of the Minimum Development Quota.

7. TERMINATION.

Company shall have the right, but no obligation, to terminate this Agreement effective on delivery of notice of termination to Developer if:

A. Crime. Developer or, if Developer is a corporation, limited liability company, partnership or other form of entity, any managing member, shareholder, partner, director or officer or equivalent category of official, of Developer, is convicted of or pleads no contest to or is found liable for a fraud, crime involving moral turpitude or other crime or offense which Company reasonably believes is related to Developer's operation of a ProntoWash Point of Service or is likely to have an adverse effect on the ProntoWash System, the Trademarks or their goodwill.

B. Unauthorized Transfers. Developer (or any person owning an interest in Developer) purports to transfer any rights or obligations under this Agreement or any interest in Developer or a ProntoWash Point of Service, or any security interest, to any third party in violation of this Agreement.

C. Breach. Developer breaches this Agreement or any other agreement with Company including, without limitation, breaches of provisions concerning timely payment of amounts due and does not correct the failure within 30 days after written notice of the failure is delivered to Developer (or such larger time as applicable law requires).

D. Failure to Satisfy Minimum Development Quota. Developer fails to satisfy a Minimum Development Quota and fails to pay an amount provided for in Section 6.

E. Repeated Failure to Comply. Developer repeatedly is in default under this Section 7.

F. Termination of Other Agreement. Any Franchise Agreement with Developer is terminated or not renewed in accordance with its terms.

8. EFFECT OF TERMINATION.

Starting on expiration or termination of this Agreement, Developer shall have no right to develop any additional ProntoWash Point of Service in the Development Area. However, termination or expiration of this Agreement shall not, by itself, affect Developer's exclusive territory or right to operate under any Franchise Agreement.

9. TRANSFER.

A. By Company. Company shall have the right to assign this Agreement, and any rights and obligations in this Agreement, to any person, firm, corporation or other entity.

B. By Developer. Developer acknowledges that Company has entered into this Agreement in reliance on and consideration of the personal skills and qualifications of Developer. Therefore, except as expressly stated in this Agreement, Developer shall have no right or power, and shall not purport, to assign, sell, transfer or sublicense, voluntarily or involuntarily, directly or indirectly, by operation of law or otherwise, any or all of this Agreement or any of Developer's rights or interest in this Agreement without Company's prior written consent. Any purported assignment, sale, transfer or sublicense granted without such consent shall be void and of no effect.

C. Negative Pledge. Developer shall have no right or power and shall not purport to pledge, encumber, hypothecate or otherwise grant any security interest in this Agreement.

D. Company's Right of First Refusal. Company shall have a right of first refusal itself to accept the terms of any proposed sale, transfer or assignment of any interest in this Agreement or in Developer or a ProntoWash Point of Service offered or proposed by Developer or offered by a bona fide third party purchaser and proposed to be accepted by Developer, whether voluntary or by operation of law.

E. Exercise. If Company exercises the right of first refusal, then in addition: (i) Company shall have the right to substitute cash for any form of payment proposed in the offer provided Developer shall not incur undue tax burden; (ii) Company's creditworthiness shall not be deemed to be less than that of any proposed purchaser; (iii) Company shall have at least 60 days after notifying Developer of its election to exercise the right of first refusal to close; and (iv) Company shall be entitled to receive written representations and warranties from Developer that Developer owns clear title to all assets being sold, transferred or assigned; that all tangible assets being sold, transferred or assigned are in good working condition; that there are no breaches of contract affecting a ProntoWash Point of Service; and that there are no liabilities of Developer that have not been disclosed to Company in writing.

F. Procedure. Company's right of first refusal shall be exercised as follows:

(i) Developer shall deliver to Company a written notice stating all the terms of any proposed sale, transfer or assignment and shall provide any additional information Company requests about the proposed transaction; and

(ii) Within 30 days after Company receives the notice and all additional information requested by Company, Company shall, in writing, consent or withhold consent to the proposed sale, assignment or transfer or, in accordance with this Section 9, accept for itself or its nominee the sale, assignment or transfer on the terms specified in the notice.

G. Other Agreements. If the Company exercises its right of first refusal, then Developer shall take all action necessary to cause any other agreements designated by Company to be assigned to Company.

H. Changes. If Company elects not to exercise the right of first refusal and consents to the proposed sale, assignment or transfer, then Developer shall be authorized to complete the proposed transaction with the proposed assignee on the terms in the applicable notice to Company. Any change to any such material terms shall constitute a new proposal which shall again require compliance with the procedures in this Section 9.

I. Other Proposals. An election by Company not to exercise the right of first refusal and consent to the proposed transaction shall not affect Company's right of first refusal for any other proposed transaction. Company's decision not to exercise the right of first refusal shall not constitute consent to the proposed transaction. Developer and any proposed transferee or assignee shall be required to comply with all provisions relating to transfer and assignment in this Section 9.

J. Developer's Sale to Third Party. Company's consent to a proposed assignment by Developer shall not be unreasonably withheld. It shall be deemed to be reasonable for Company to impose, among other requirements, any or all the following as conditions precedent to consenting:

- (i) that Developer first comply with the right of first refusal provisions in Sections 9(D)-9(F);
- (ii) that the proposed assignee provide Company information and references as Company requests to appraise the proposed assignee's skills, qualifications and resources;
- (iii) that the proposed assignee or appropriate officer attend and successfully complete any initial training required by Company at the proposed assignee's expense;
- (iv) that the proposed assignee sign Company's then current form of Multi Franchise Agreement, modified to (1) state the applicable territory in this Agreement, (2) delete any provisions for an initial fee and (3) expire at the time of expiration of this Agreement;
- (v) that Developer provide Company a copy of all proposed contracts relating to this proposed assignment, and thereafter provide copies of all contracts relating to the assignment and
- (vi) that Developer sign a general release.

K. Transfer on Death or Incapacity.

If Developer is an individual who dies or becomes permanently incapacitated or if Developer is a corporation, limited liability company, partnership or other form of entity, then in the event of the death or incapacitation of a managing member, shareholder, director, officer, partner or equivalent category of official of Developer, then Company shall allow the deceased's surviving spouse, heirs or estate or the incapacitated person's legal representative the opportunity to participate in the same capacity with Developer during 180 days after the death or incapacity, provided that during such time the surviving spouse, heirs or estate or legal representative (x) maintains all standards of the ProntoWash System, performs all obligations of Developer and satisfies all then current qualifications for a new developer or (y) in accordance with the requirements of this Section 9, sells such person's ownership interest in Developer or, if applicable, this Agreement to a person who satisfies Company's then current standards for a new Developer.

L. Transfer of Any ProntoWash Point of Service. Developer's right and power to transfer any Franchise Agreement shall be governed by each such Franchise Agreement.

10. MISCELLANEOUS.

A. Indemnity. Developer shall defend, indemnify and hold harmless Company and its affiliated limited liability companies, corporations and other entities, and each of their respective

members, shareholders, directors, officers, co-workers, employees, agents, and other representatives (collectively "Indemnitees") from all judgments, settlements, penalties, losses, costs and expenses including reasonable attorney's fees incurred in connection with any action, suit or other proceeding regardless of whether reduced to judgment, or any settlement arising from any such proceeding, by reason of any claimed act or omission by Developer, its co-workers or agents whether in its capacity as Developer, or as a franchisee under any Franchise Agreement, or otherwise.

B. Entire Agreement. This Agreement is the entire agreement among the parties concerning its subject matter and supersedes all other agreements, understandings, negotiations and discussions pertaining to such subject matter.

C. Amendment. This Agreement may be amended only by a written instrument signed by both parties.

D. Waiver. Waiver by a party of a breach or default of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach or default.

E. Parties in Interest; Third Parties. Except as provided in Section 10(A) pertaining to indemnity of identified persons and entities, nothing in this Agreement is intended to benefit any person or entity who is not a party of this Agreement.

F. Construction. The provisions of this Agreement shall be interpreted according to their fair meanings and not strictly for or against a party. All payments shall be in United States dollars.

G. Notices. Any notices required or permitted under this Agreement shall be in writing, in English, and shall be served on the other party personally or by certified mail, return receipt requested, postage prepaid or by overnight mail and shall be effective on the date delivery is documented to have been first attempted at the address of the party first stated above. Either party may so notify the other of a new or changed address to which notices hereunder are to be sent.

H. Relation to the Parties. The parties shall be independent contractors. Neither Developer nor any employee of Developer shall be deemed to be an employee of Company. Nothing in this Agreement shall be construed to create a partnership, joint venture, agency or any fiduciary or special relationship.

I. Law. This Agreement shall be construed in accordance with and governed by Florida law.

J. Severability. In any conflict between this Agreement and applicable law, the law shall prevail, but the provisions of this Agreement affected shall be curtailed and limited only to the extent needed to be lawful. If any provision of this Agreement is unenforceable, the remainder of this Agreement shall continue in effect. If a court of competent jurisdiction deems any provision of this Agreement unreasonable, the court may declare a reasonable modification and this Agreement shall be valid and enforceable as so modified.

K. Costs of Enforcement. In any litigation concerning performance or breach of this Agreement, the prevailing party shall be entitled to recover its attorney's fees.

L. Interest. Any amount owed to Company and not paid when due shall bear interest at the lesser of 1-1/2% per month or the highest rate allowed by applicable law.

M. Consent. Whenever consent of Company is required in this Agreement, such consent shall not be unreasonably withheld.

N. Further Assurances. Developer shall sign such other additional instruments as Company requests to accomplish the purpose of this Agreement.

O. Time. Time is of the essence of this Agreement.

DEVELOPER:

Signature: _____

Printed Name: _____

Title: _____

COMPANY:

PRONTOWASH USA, LLC,
a Florida limited liability company

Signature: _____

Printed Name: _____

Title: _____

EXHIBIT A

FRANCHISE AGREEMENT

EXHIBIT B

TO THE MULTI FRANCHSE AGREEMENT
BY AND BETWEEN
PRONTOWASH USA, LLC AND

DATED _____, 200__

The Development Area referred to in Section 1(B) of the captioned Agreement shall be:

MINIMUM DEVELOPMENT QUOTA

<u>Minimum Number of ProntoWash Points of Service in Operation</u>	<u>Date By Which Such Minimum Number of ProntoWash Points of Service Shall be in Operation</u>
_____	On or before ____ days after the date first set forth above.
_____	On or before the first anniversary of the date first set forth above.
_____	On or before the second anniversary of the date first set forth above.
_____	On or before the third anniversary of the date first set forth above.
_____	On or before the fourth anniversary of the date first set forth above.
_____	On or before the fifth anniversary of the date first set forth above.

DEVELOPER:

Signature: _____

Printed Name: _____

Title: _____

COMPANY:

PRONTOWASH USA, LLC,
a Florida limited liability company

Signature: _____

Printed Name: _____

Title: _____