

Introduction to the 2025-2026 Edition

The 2025-2026 Edition of *Franchise and Distribution Law and Practice* offers detailed explanations of key franchise and distribution agreements; provides forms for offering circulars, franchise and distribution agreements, litigation, trademark infringement and real estate issues; has a special chapter devoted to termination and non-renewal of franchise disputes; contains detailed explanations of FTC rules plus state registration and disclosure statutes, and provides in-depth treatment of specialized industries.

The following are some of the many new discussions included in this 2025-2026 Edition of *Franchise and Distribution Law and Practice*:

- Miscellaneous Franchise Agreement Provisions—New section covering force majeure provisions in franchise agreements and the 2025 case *DG Gas, LLC v. TA Franchise Systems LLC* from the Federal Northern District of Ohio. (§ 3:74)
- Termination of Under State Statutes—New section covering repeated defaults under the Illinois Francies Act. (§ 10:36)
- Bankruptcy and Assumption, Assignment, and Rejection of Franchise Agreements—Discussion of the *6 In re Welcome Group 2, LLC* decision finding that if assignment is not actually contemplated by the debtor, applicable law cannot prohibit the debtor from expressing an actual intent to assign the contract to a party to whom the non-debtor could refuse performance. (§ 13:22)
- Litigating Franchise Disputes and the Limitations of Due Process—Coverage of a new California case in which allegations that a franchisor exercised significant control over franchisees' operations were sufficient to demonstrate the franchisor's purposeful avilment of the laws of California, where the franchisee was located. But when a franchisee was unable to show a causal connection between a franchisee's overcharging of it and the franchisor's control and

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guidance over the franchisee, there was an insufficient nexus between the franchisor and the injury sustained by the plaintiff to sustain jurisdiction, per the March 2025 case, *Taferner v. Inspire Brands, Inc.* (§ 17:14)

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