

# Franchise Termination Statutes State Law Survey

A Practical Guidance® Practice Note by  
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This 50-state survey addresses the termination statutes related to franchise agreements in all 50 states. Specifically, this survey provides information regarding states that have adopted laws that address whether “good cause” is required to terminate a franchise agreement, requirements or guidance as to what constitutes good cause, notice requirements for termination, and whether a franchisee must be afforded an opportunity to cure a default. Note that while this survey provides a useful guide for the current laws of all 50 states pertaining to the termination of a franchise agreement, these laws are subject to change. Accordingly, you should review the laws of a specific jurisdiction before taking action pertaining to the termination of a franchise within any particular jurisdiction.

For additional guidance, see [Franchising: An Updated Look at the Basics](#), [State Franchise Exemptions](#), and [State Websites for Franchises and Business Opportunities](#).

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State and Relevant Statute	Requirements for Termination under State Franchise Relationship Law	
	<b>Good Cause Requirement</b>	<b>Notice and Cure Requirements</b>
<p><b>Alabama</b></p> <p>No statutory good cause, notice, and/or cure requirements in Alabama.</p>	<p>Legislation was proposed in Alabama that would impose certain restrictions on a franchisor in the area of termination. Under SB 129, Protect Alabama Small Businesses Act, a franchisor could not terminate a franchise without “good cause” and a cure period of 90 days from receipt of written notice specifying the reasons for termination, with certain exceptions. However, SB 129 did not reach a final vote prior to the end of the 2019 Alabama legislative session.</p>	<p>No Statute.</p>
<p><b>Arizona</b></p> <p>No statutory good cause, notice, and/or cure requirements in Arizona.</p>	<p><b>No statute.</b></p>	<p><b>No statute.</b></p>
<p><b>Arkansas</b></p> <p>Ark. Code Ann. §§ 4-72-202 and 4-72-204</p>	<p>Termination of a franchise is prohibited without “good cause” or except in accordance with the current policies, practices, and standards established by franchisor which are not arbitrary and capricious.</p> <p>Ark. Code Ann. § 4-72-204(a).</p>	<ul style="list-style-type: none"> <li>• Franchisor must first give at least 90 days prior notice setting forth the reasons for the termination, along with 30 days within which to cure the deficiency.</li> <li>• Franchisor may provide only 10 days to cure if the reason for termination is for repeated deficiencies within a 12-month period due to (1) failure to comply substantially with the franchise requirements or (2) failure to act in good faith and in a commercially reasonable manner in carrying out the terms of the franchise.</li> <li>• Notice and cure is not required where the reason for termination is based on: <ul style="list-style-type: none"> <li>○ Voluntary abandonment of the franchise</li> <li>○ Conviction of the franchisee in a court of competent jurisdiction of an offense punishable by a term of imprisonment in excess of one year that is substantially related to the business conducted by the franchisee</li> <li>○ Any act by a franchisee that substantially impairs the franchisor’s trademark or trade name</li> <li>○ The institution of insolvency or bankruptcy proceedings by or against a franchisee</li> <li>○ Loss of the right to occupy the premises –or–</li> <li>○ Failure of franchisee to pay the franchisor sums past due within 10 days after receipt of notice</li> </ul> </li> </ul> <p>Ark. Code Ann. §§ 4-72-202(7), 4-72-204.</p>

<p><b>California</b></p> <p>Cal. Bus. &amp; Prof. Code §§ 20020 and 20021</p>	<p>Termination of a franchise is prohibited without “good cause.” Good cause includes, but is not limited to, the failure of franchisee to comply with any lawful requirement of the franchise agreement.</p> <p>Cal. Bus. &amp; Prof. Code § 20020.</p>	<p>60 days prior notice and an opportunity to cure is required. However, immediate termination without opportunity to cure is deemed reasonable in the following circumstances:</p> <ul style="list-style-type: none"> <li>• Franchisee or the business to which the franchise relates has been the subject of an order for relief in bankruptcy or insolvency.</li> <li>• Franchisee abandons the franchise for five consecutive days during which the franchisee is required to operate the business under the terms of the franchise, or any shorter period after which it is not unreasonable under the circumstances for the franchisor to conclude that the franchisee does not intend to continue to operate the franchise, unless such failure to operate is due to fire, flood, earthquake, or other similar causes beyond the franchisee’s control.</li> <li>• Franchisor and franchisee agree in writing to terminate the franchise.</li> <li>• Franchisee makes any material misrepresentation in the application for the franchise or engages in conduct that reflects materially and unfavorably on the operation and reputation of the franchise or the system.</li> <li>• Franchisee fails, for a period of 10 days after notification, to comply with any federal, state, or local laws.</li> <li>• The franchise business or business premises are seized or taken over by government official or a creditor, lienholder, or lessor, provided that a final judgment against the franchisee remains unsatisfied for 30 days (unless a supersedeas or other appeal bond has been filed), or a levy of execution has been made upon the license granted by the franchise agreement or upon any property used in the franchised business and it is not discharged within five days of such levy.</li> <li>• Franchisee is convicted of a felony or any other criminal misconduct which is relevant to the operation of the franchise.</li> <li>• Franchisee fails to pay any franchise fees or other amounts due to the franchisor or its affiliate within five days after receiving written notice that such fees are overdue</li> <li>• The franchisor makes a reasonable determination that continued operation of the franchise will result in an imminent danger to public health or safety.</li> </ul> <p>Cal. Bus. &amp; Prof. Code §§ 20020 and 20021.</p>
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<p><b>Colorado</b></p> <p>No statutory good cause, notice, and/or cure requirements in Colorado.</p>	<p>No Statute.</p>	<p>No Statute.</p>
<p><b>Connecticut</b></p> <p>Conn. Gen. Stat. § 42-133f</p>	<p>Termination of a franchise is prohibited without “good cause.” Good cause includes, but is not limited to, franchisee’s refusal or failure to comply substantially with any material and reasonable obligation of the franchise agreement.</p> <p>Conn. Gen. Stat. § 42-133f(a).</p>	<ul style="list-style-type: none"> <li>• In general, franchisor must give at least 60 days prior notice setting forth the reasons for the termination</li> <li>• .30 days prior notice is required in the case of termination due to voluntary abandonment by the franchisee.</li> <li>• No prior notice is required if the reason for termination is due to the conviction of the franchisee of an offense punishable by a term of imprisonment in excess of one year and directly related to the business conducted pursuant to the franchise.</li> <li>• No opportunity to cure is required.</li> </ul> <p>Conn. Gen. Stat. § 42-133f(a).</p>
<p><b>Delaware</b></p> <p>Del. Code Ann. tit. 6, § 2552</p> <p>Del. Code Ann. tit. 6, § 2555</p>	<p>Termination of a franchise is prohibited without “good cause.”</p> <p>Del. Code Ann. tit. 6, § 2552(a).</p>	<ul style="list-style-type: none"> <li>• Franchisor must give at least 90 days prior notice of termination.</li> </ul> <p>Del. Code Ann. tit. 6, § 2555.</p> <ul style="list-style-type: none"> <li>• No opportunity to cure is required.</li> </ul>
<p><b>Florida</b></p> <p>No statutory good cause, notice, and/or cure requirements in Florida.</p>	<p>Legislation was proposed in Florida that would prohibit termination of a franchise without good cause, and require 90 days prior notice of termination, with a 60-day opportunity to cure. As of May 3, 2019, notes in the Florida Senate Website indicate that the proposed legislation is “indefinitely postponed and withdrawn from consideration.”</p>	<p>No Statute.</p>
<p><b>Georgia</b></p> <p>No statutory good cause, notice, and/or cure requirements in Georgia.</p>	<p>No Statute.</p>	<p>No Statute.</p>

<p><b>Hawaii</b></p> <p>Haw. Rev. Stat. Ann. § 482E-6(2)(H)</p>	<p>Termination of a franchise is prohibited without “good cause,” or in accordance with the current terms and standards established by franchisor then equally applicable to all franchisees, unless and to the extent that franchisor satisfies the burden of proving that any classification of or discrimination between franchisees is reasonable and is based on proper and justifiable distinction. Good cause includes the failure of the franchisee to comply with any lawful, material provision of the franchise agreement.</p> <p>Haw. Rev. Stat. Ann. § 482E-6(2)(H).</p>	<p>Notice must be written and an opportunity to cure must be provided within “a reasonable period of time.”</p> <p>Haw. Rev. Stat. Ann. § 482E-6(2)(H).</p>
<p><b>Idaho</b></p> <p>No statutory good cause, notice, and/or cure requirements in Idaho.</p>	<p>No Statute.</p>	<p>No Statute.</p>
<p><b>Illinois</b></p> <p>815 Ill. Comp. Stat. Ann. 705/19</p>	<p>Termination of a franchise is prohibited without “good cause.” Good cause includes, but is not limited to, the failure of franchisee to comply with any lawful provisions of the franchise or other agreement.</p> <p>815 Ill. Comp. Stat. Ann. 705/19.</p>	<ul style="list-style-type: none"> <li>• A required notice period is not specified.</li> <li>• Franchisee must have “a reasonable opportunity to cure” which need not exceed 30 days. However, immediate termination without opportunity to cure is deemed reasonable in situations in which the franchisee: <ul style="list-style-type: none"> <li>○ Makes an assignment for the benefit of creditors or a similar disposition of the assets of the franchise business</li> <li>○ Is convicted of a felony or other crime which substantially impairs the good will associated with the franchisor’s trademark, service mark, trade name, or commercial symbol –or–</li> <li>○ Repeatedly fails to comply with the lawful provisions of the franchise or other agreement</li> </ul> </li> </ul> <p>815 Ill. Comp. Stat. Ann. 705/19.</p>
<p><b>Indiana</b></p> <p>Ind. Code Ann. § 23-2-2.7-1(7)</p> <p>Ind. Code Ann. § 23-2-2.7-3</p>	<p>Termination of a franchise is prohibited without “good cause.” Good cause includes any material violation of the franchise agreement.</p> <p>Ind. Code Ann. § 23-2-2.7-1(7).</p>	<ul style="list-style-type: none"> <li>• Unless otherwise stated in the franchise agreement, termination requires 90 days prior notice.</li> </ul> <p>Ind. Code Ann. § 23-2-2.7-3.</p> <ul style="list-style-type: none"> <li>• No opportunity to cure is required.</li> </ul>

<p><b>Iowa</b></p> <p>Iowa Code § 523H.7</p>	<p>Termination of a franchise is prohibited without “good cause.” Good cause includes the failure of the franchisee to comply with any material lawful requirement of the franchise agreement, provided that the termination by the franchisor is not arbitrary or capricious when compared to the actions of the franchisor in other similar circumstances.</p> <p>Iowa Code § 523H.7(1).</p>	<ul style="list-style-type: none"> <li>• A required notice period is not specified. Notice must include reasons for termination.</li> <li>• Franchisee must have “a reasonable period of time to cure the default” that is no less than 30 days and no more than 90 days. If the default is based on failure to pay moneys due under the franchise agreement, the period to cure need not exceed 30 days. However, immediate termination without opportunity to cure is deemed reasonable in situations in which: <ul style="list-style-type: none"> <li>○ Franchisee is declared bankrupt or there is a judicial determination of insolvency.</li> <li>○ All or a substantial part of the assets of the franchise or the business to which the franchisee relates are assigned to or for the benefit of any creditor.</li> <li>○ Franchisee fails to operate the business for five consecutive business days during which the franchisee is required to operate the business, or any shorter period after which it is not unreasonable under the facts and circumstances for the franchisor to conclude that the franchisee does not intend to continue to operate the franchise, unless the failure to operate is due to circumstances beyond the control of the franchisee.</li> <li>○ Franchisor and franchisee agree in writing to terminate the franchise.</li> <li>○ Franchisee knowingly makes a material misrepresentation or omission in the application for the franchise.</li> <li>○ After three material breaches of a franchise agreement occurring within a 12-month period for which the franchisee has been given notice and an opportunity to cure, the franchisor may terminate upon any subsequent material breach within the 12-month period without providing an opportunity to cure, provided that the action is not arbitrary and capricious.</li> <li>○ The franchised business or business premises of the franchisee are lawfully seized, taken over, or foreclosed by a government authority or official.</li> <li>○ Franchisee is convicted of a felony or any other criminal misconduct which materially and adversely affects the operation, maintenance, or goodwill of the franchise in the relevant market.</li> <li>○ Franchisee operates the business in a manner that imminently endangers public health and safety.</li> </ul> </li> </ul> <p>Iowa Code § 523H.7(2), (3).</p>
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<p><b>Kansas</b></p> <p>No statutory good cause, notice, and/or cure requirements in Kansas.</p>	<p>No Statute.</p>	<p>No Statute.</p>
<p><b>Kentucky</b></p> <p>No statutory good cause, notice, and/or cure requirements in Kentucky.</p>	<p>No Statute.</p>	<p>No Statute.</p>
<p><b>Louisiana</b></p> <p>No statutory good cause, notice, and/or cure requirements in Louisiana.</p>	<p>No Statute.</p>	<p>No Statute.</p>
<p><b>Maine</b></p> <p>No statutory good cause, notice, and/or cure requirements in Maine.</p>	<p>No Statute.</p>	<p>No Statute.</p>
<p><b>Maryland</b></p> <p>No statutory good cause, notice, and/or cure requirements in Maryland.</p>	<p>No Statute.</p>	<p>No Statute.</p>
<p><b>Massachusetts</b></p> <p>No statutory good cause, notice, and/or cure requirements in Massachusetts.</p>	<p>No Statute.</p>	<p>No Statute.</p>
<p><b>Michigan</b></p> <p>Mich. Comp. Laws Serv. § 445.1527(c)</p>	<p>Termination of a franchise is prohibited without “good cause.” Good cause includes the failure of the franchisee to comply with any material lawful requirement of the franchise agreement.</p> <p>Mich. Comp. Laws Serv. § 445.1527(c).</p>	<ul style="list-style-type: none"> <li>• A required notice period is not specified.</li> <li>• Franchisee must have “a reasonable opportunity to cure” which need not exceed 30 days.</li> </ul> <p>Mich. Comp. Laws Serv. § 445.1527(c).</p>

<p><b>Minnesota</b></p> <p>Minn. Stat. Ann. § 80C.14(3)</p>	<p>Termination of a franchise is prohibited without “good cause.” Good cause means failure by the franchisee to substantially comply with the material and reasonable franchise requirements imposed by the franchisor including, but not limited to:</p> <ul style="list-style-type: none"> <li>• The bankruptcy or insolvency of the franchisee</li> <li>• Assignment for the benefit of creditors or similar disposition of the assets of the franchise business</li> <li>• Voluntary abandonment of the franchise business</li> <li>• Conviction or a plea of guilty or no contest to a charge of violating any law relating to the franchise business –or–</li> <li>• Any act by or conduct of the franchisee which materially impairs the good will associated with the franchisor’s trademark, trade name, service mark, logotype, or other commercial symbol</li> </ul> <p>Minn. Stat. Ann. § 80C.14(3)(b).</p>	<ul style="list-style-type: none"> <li>• 90 days prior notice of termination is required. Notice must include reasons for termination.</li> <li>• Franchisee must have at least 60 days to cure; provided immediate termination is allowed if the grounds for termination are: <ul style="list-style-type: none"> <li>○ Voluntary abandonment by the franchisee</li> <li>○ Conviction of the franchisee of an offense directly related to the franchise business –or–</li> <li>○ Failure to cure a default that materially impairs the goodwill associated with the franchisor's mark or name after being given notice and 24 hours to cure</li> </ul> </li> </ul> <p>Minn. Stat. Ann. § 80C.14(3)(a).</p>
<p><b>Mississippi</b></p> <p>Miss. Code Ann. § 75-24-53</p>	<p>No Statute.</p>	<ul style="list-style-type: none"> <li>• 90 days prior notice of termination is required, except that when criminal misconduct, fraud, abandonment, bankruptcy, or insolvency of the franchisee, or the giving of a no account or insufficient funds check is the basis or grounds for cancellation or termination, the 90-day notice is not required.</li> <li>• No opportunity to cure is required.</li> </ul> <p>Miss. Code Ann. § 75-24-53.</p>
<p><b>Missouri</b></p> <p>Mo. Rev. Stat. § 407.405</p>	<p>No Statute.</p>	<ul style="list-style-type: none"> <li>• 90 days prior notice of termination is required, except that when criminal misconduct, fraud, abandonment, bankruptcy, or insolvency of the franchisee, or the giving of a no account or insufficient funds check is the basis or grounds for cancellation or termination, the 90-day notice is not required.</li> <li>• No opportunity to cure is required.</li> </ul> <p>Mo. Rev. Stat. § 407.405.</p>



<p><b>Montana</b></p> <p>No statutory good cause, notice, and/or cure requirements in Montana.</p>	<p>No Statute.</p>	<p>No Statute.</p>
<p><b>Nebraska</b></p> <p>Neb. Rev. Stat. Ann § 87-404</p>	<p>Termination of a franchise is prohibited without "good cause."</p> <p>Neb. Rev. Stat. Ann § 87-404(1).</p>	<ul style="list-style-type: none"> <li>• Termination requires 60 days prior notice, or 15 days prior notice in the case of voluntary abandonment. No notice is required if the alleged grounds are: <ul style="list-style-type: none"> <li>○ Conviction of the franchisee of an offense directly related to the franchise business</li> <li>○ Insolvency, the institution of bankruptcy or receivership proceedings, default in payment of an obligation, or failure to account for the proceeds of a sale of goods by franchisee to the franchisor or a subsidiary of the franchisor</li> <li>○ Falsification of records or reports required by the franchisor</li> <li>○ Existence of imminent danger to public health or safety –or–</li> <li>○ Loss of the right to occupy the premises</li> </ul> </li> <li>• No opportunity to cure is required.</li> </ul> <p>Neb. Rev. Stat. Ann § 87-404(1).</p>
<p><b>Nevada</b></p> <p>No statutory good cause, notice, and/or cure requirements in Nevada.</p>	<p>No Statute.</p>	<p>No Statute.</p>
<p><b>New Hampshire</b></p> <p>No statutory good cause, notice, and/or cure requirements in New Hampshire.</p>	<p>No Statute.</p>	<p>No Statute.</p>
<p><b>New Jersey</b></p> <p>N.J. Stat. § 56:10-5</p>	<p>Termination of a franchise is prohibited without "good cause."</p> <p>N.J. Stat. § 56:10-5.</p>	<ul style="list-style-type: none"> <li>• Termination requires 60 days prior notice, except 15 days prior notice is permitted in the case of voluntary abandonment. Immediate notice is permitted where the grounds for conviction of the franchisee is an offense directly related to the franchise business.</li> <li>• No opportunity to cure is required.</li> </ul> <p>N.J. Stat. § 56:10-5.</p>
<p><b>New Mexico</b></p> <p>No statutory good cause, notice, and/or cure requirements in New Mexico.</p>	<p>No Statute.</p>	<p>No Statute.</p>

<b>New York</b> No statutory good cause, notice, and/or cure requirements in New York.	No Statute.	No Statute.
<b>North Carolina</b> No statutory good cause, notice, and/or cure requirements in North Carolina.	No Statute.	No Statute.
<b>North Dakota</b> No statutory good cause, notice, and/or cure requirements in North Dakota.	No Statute.	No Statute.
<b>Ohio</b> No statutory good cause, notice, and/or cure requirements in Ohio.	No Statute.	No Statute.
<b>Oklahoma</b> No statutory good cause, notice, and/or cure requirements in Oklahoma.	No Statute.	No Statute.
<b>Oregon</b> No statutory good cause, notice, and/or cure requirements in Oregon.	No Statute.	No Statute.
<b>Pennsylvania</b> No statutory good cause, notice, and/or cure requirements in Pennsylvania.	No Statute.	No Statute.

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<p><b>Rhode Island</b></p> <p>R.I. Gen. Laws § 6-50-2(4)</p> <p>R.I. Gen. Laws § 6-50-4</p>	<p>Termination of a franchise is prohibited without “good cause.” Good cause means failure by the franchisee to comply with the reasonable requirements imposed by franchisor or any of the reasons listed in R.I. Gen. Laws § 6-50-4(a)(1)–(6).</p> <p>R.I. Gen. Laws § 6-50-2(4).</p>	<ul style="list-style-type: none"> <li>• 60 days prior notice of termination is required. Notice must include reasons for termination.</li> <li>• Franchisee must have at least 30 days to cure; provided that a franchisee has a right to cure three times in any 12-month period during the term of the franchise agreement.</li> <li>• If the reason is for nonpayment, the required cure period is 10 days.</li> <li>• If the reason is any violation of law, regulation or standard relating to public health or safety, the cure period is 24 hours.</li> <li>• Immediate termination is allowed if the grounds for termination are: <ul style="list-style-type: none"> <li>○ Voluntary abandonment</li> <li>○ Conviction of a felony offense related to the business conducted pursuant to the dealership</li> <li>○ Commission of a substantial act that tends to materially impair the goodwill of the franchisor’s trade name, trademark, service mark, logotype, or other commercial symbol</li> <li>○ Franchisee makes a material misrepresentation of fact to the franchisor relating to the dealership</li> <li>○ Franchisee attempts to transfer the dealership (or a portion thereof) without authorization of the franchisor –or–</li> <li>○ Franchisee is insolvent; files or suffers to be filed against it, any voluntary or involuntary bankruptcy petition; or makes an assignment for the benefit of creditors or similar disposition of assets of the dealer business</li> </ul> </li> </ul> <p>R.I. Gen. Laws § 6-50-4.</p>
<p><b>South Carolina</b></p> <p>No statutory good cause, notice, and/or cure requirements in South Carolina.</p>	<p>No Statute.</p>	<p>No Statute.</p>
<p><b>South Dakota</b></p> <p>No statutory good cause, notice, and/or cure requirements in South Dakota.</p>	<p>No Statute.</p>	<p>No Statute.</p>

<p><b>Tennessee</b></p> <p>Tenn. Code Ann. §§ 47-25-1502 through 47-25-1504</p>	<p>Termination of a franchise is prohibited without “good cause.” Good cause includes the failure of the franchisee to comply with any material lawful requirement of the franchise agreement.</p> <p>Tenn. Code Ann. § 47-25-1503(a); Tenn. Code Ann. § 47-25-1502(4).</p>	<ul style="list-style-type: none"> <li>• required notice period is not specified.</li> <li>• Franchisee must have at least 30 days to cure; provided immediate termination is allowed if the grounds for termination are based on any of the following: <ul style="list-style-type: none"> <li>○ Franchisee is declared bankrupt or judicially determined to be insolvent.</li> <li>○ Franchisee willfully abandons the business for five consecutive days during which franchisee is required to operate the business, or any shorter period after which it is not unreasonable under the circumstances for the franchisor to conclude that the franchisee does not intend to continue to operate the franchise, unless such failure to operate is due to fire, flood, earthquake, or other similar causes beyond the franchisee’s control.</li> <li>○ Franchisor and franchisee agree in writing to terminate the franchise.</li> <li>○ Franchisee makes material misrepresentations in the application.</li> <li>○ Franchised business or business premises of the franchise are seized, taken over, or foreclosed by a government official, or seized, taken over, or foreclosed by a creditor, lienholder, or lessor; provided, that a final judgment against the franchisee remains unsatisfied for 30 days (unless a supersede as or other appeal bond has been filed); or a levy of execution has been made upon the license granted by the franchise agreement or upon any property used in the franchise business, and such levy is not discharged or suspended by accommodation agreement, partial payment agreement, compromise, or similar agreement entered within five days of such levy.</li> <li>○ Franchisee is convicted of a felony or any other criminal misconduct which is relevant to the operation of the franchise.</li> <li>○ Failure of the franchisee on two consecutive occasions to pass minimum health inspections.</li> </ul> </li> </ul> <p>Tenn. Code Ann. §§ 47-25-1503, 47-25-1504.</p>
<p><b>Texas</b></p> <p>No statutory good cause, notice, and/or cure requirements in Texas.</p>	<p>No Statute.</p>	<p>No Statute.</p>

<p><b>Utah</b></p> <p>No statutory good cause, notice, and/or cure requirements in Utah.</p>	<p>No Statute.</p>	<p>No Statute.</p>
<p><b>Vermont</b></p> <p>No statutory good cause, notice, and/or cure requirements in Vermont.</p>	<p>No Statute.</p>	<p>No Statute.</p>
<p><b>Virginia</b></p> <p>Va. Code Ann. § 13.1-564</p> <p>Va. Code Ann. § 13.1-562</p>	<p>Termination of a franchise is prohibited without “reasonable cause.” It is also prohibited to use undue influence to induce a franchisee to surrender any right given to it by any provision contained in the franchise agreement.</p> <p>Va. Code Ann. § 13.1-564.</p>	<ul style="list-style-type: none"> <li>• At least 30 days prior notice of revocation is required.</li> </ul> <p>Va. Code Ann. § 13.1-562(A).</p>
<p><b>Washington</b></p> <p>Wash. Rev. Code Ann. § 19.100.180(2)(j)</p>	<p>Termination of a franchise is prohibited without “good cause.” Good cause includes the failure of the franchisee to comply with any material lawful requirement of the franchise agreement.</p> <p>Wash. Rev. Code Ann. § 19.100.180(2)(j).</p>	<ul style="list-style-type: none"> <li>• A required notice period is not specified.</li> <li>• In general, the franchisee must have “a reasonable opportunity to cure” which need not exceed 30 days, or, if such default cannot reasonably be cured within 30 days, the failure of the franchisee to initiate substantial and continuing action to cure such default within 30 days.</li> <li>• If, after three willful and material breaches of the same term of the franchise agreement occurring within a 12-month period, for which the franchisee has been given notice and an opportunity to cure as provided under the Washington statute, franchisee commits a subsequent willful and material breach of the same term, the franchisor may terminate the franchise agreement without providing notice or opportunity to cure.</li> <li>• A franchisor may terminate a franchise without giving prior notice or opportunity to cure a default if the franchisee: <ul style="list-style-type: none"> <li>○ Is adjudicated bankrupt or insolvent</li> <li>○ Makes an assignment for the benefit of creditors or similar disposition of the assets of the franchise business</li> <li>○ Voluntarily abandons the franchise business –or–</li> <li>○ Is convicted of or pleads guilty or no contest to a charge of violating any law relating to the franchise business</li> </ul> </li> </ul> <p>Wash. Rev. Code Ann. § 19.100.180(2)(j).</p>

<p><b>West Virginia</b></p> <p>No statutory good cause, notice, and/or cure requirements in West Virginia.</p>	<p>No Statute.</p>	<p>No Statute.</p>
<p><b>Wisconsin</b></p> <p>Wis. Stat. Ann. § 135.03</p> <p>Wis. Stat. Ann. § 135.04</p>	<p>No grantor may terminate a dealership agreement without “good cause.” The burden of proving good cause is on the grantor.</p> <p>Wis. Stat. Ann. § 135.03.</p>	<ul style="list-style-type: none"> <li>• 90 days prior notice of termination is required. Notice must include reasons for termination.</li> <li>• Termination requires 60 days to cure; if the reason is nonpayment of sums, termination requires a 10-day cure period.</li> <li>• No notice and cure is required if the reason for the termination is insolvency, an assignment for the benefit of creditors, or bankruptcy.</li> </ul> <p>Wis. Stat. Ann. § 135.04.</p>
<p><b>Wyoming</b></p> <p>No statutory good cause, notice, and/or cure requirements in Wyoming.</p>	<p>No Statute.</p>	<p>No Statute.</p>

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**Marc Lieberstein, Partner, Kilpatrick Townsend & Stockton LLP**

Marc is the co-chair of the Franchise Group and Retail & Consumer Goods industry team. His practice focuses on intellectual property licensing and franchising in the retail/consumer goods and services areas, fashion/apparel and accessories, food and beverage, and commercial/industrial design, including the drafting, negotiation, and enforcement of license and franchise documents and agreements, as well as implementation of branding and commercialization objectives for clients via licensing and franchising. In conjunction with the services above, Marc counsels clients on creating effective strategies for procuring, protecting, and enforcing their global intellectual property assets. Marc has also participated in and used alternative dispute resolution forums such as arbitration and mediation to enforce intellectual property rights and resolve license and franchise contractual disputes. Marc frequently lectures and writes on intellectual property and franchise issues for a variety of intellectual property and franchise organizations and publications, including International Trademark Association (INTA), New York State Bar Association Intellectual Property Section, and the American Bar Association Forum on Franchising, *The Franchise Lawyer*, *Franchise Law Journal*, *National Law Journal*, *IP Strategist*, *The New York Law Journal*, *Practical Law*, *The Licensing Journal*.

**Chris Williams-Lopez, Associate, Kilpatrick Townsend & Stockton LLP**

While attending Tulane University Law School, Chris worked with the firm as a summer associate in 2020 and 2021. He served as a corporate in-house legal extern in the U.S. Department of Housing and Urban Development in New Orleans, Louisiana and a remote legal intern for a premier law agency for professional athletes, entertainers, and business executives in Atlanta, Georgia. Chris also served as a corporate legal intern at a well-known candy and confection manufacturer in its Hershey, Pennsylvania headquarters and a law clerk for the Tulane University Legal Assistance Program.

As a student-athlete attending Yale University, Chris was a star wide receiver on its varsity football team in 2015, 2016, and 2017 and was an All-Conference Selection. He was also named Second-Team All-Ivy League in 2017.

Chris is co-founder of a company in Norcross, Georgia that manages internal business processes for visa applicants from Mexico, Honduras, El Salvador, Brazil, Venezuela, and Columbia and connects, recruits, and outsources both a skilled and unskilled international labor force for companies in the U.S.

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