

REGIONAL TEAM MANAGER AGREEMENT

This Regional Team Manager Agreement is entered into at _____ as of the ____ day of _____, 2000, by and between CAR WASH GUYS INTERNATIONAL, INC., a California Corporation, located at 5699 Kanan Road, Suite 130, Agoura Hills, California 91301 (hereinafter called "Franchisor", "we", "us", or "our") and _____ doing business as Car Wash Guys of _____ located at: _____ (hereinafter called "regional team manager" or "you").

Car Wash Guys of _____ proposes to place franchisees in its exclusive territory, _____ on behalf of Car Wash Guys International, Inc. For this service the regional team manager will receive 40% of the collected franchise fee for each new franchisee in their exclusive territory.

Car Wash Guys of _____ will be allowed to represent The Car Wash Guys and The Detail Guys Systems. Car Wash Guys International, Inc. agrees to give the regional team manager first right of refusal on any new franchising concept that Car Wash Guys International, Inc. franchises in the future as long as the regional team manager is in good standing with Car Wash Guys International, Inc.

In addition to this Agreement, the regional team manager will be bound by the terms of the Car Wash Guys Uniform Franchise Offering Circular and the Franchise Agreement that is in place for existing franchisees as well as any future Uniform Franchise Offering Circular and Franchise Agreements that Franchisor registers.

Regional team manager agrees to operate in good standing a Car Wash Guys franchise in their exclusive territory for the life of this Agreement.

Regional team manager agrees to protect the Marks, the System of doing business, the proprietary and confidential information including the Confidential Operations Manual and to comply with the provisions of the Car Wash Guys Uniform Franchise Offering Circular and the Franchise Agreement as described under the heading "Covenants Not To Compete".

Regional team manager shall furnish Franchisor with its articles or certificates of incorporation, organization or formation of such corporation or company, the by-

laws, other governing documents and any other documents Franchisor may reasonably request and any amendments thereto.

Regional team manager shall maintain provisions enforceable under applicable law restricting the issuance and transfer of capital stock, membership interests or securities of the corporation or company and each share certificate shall at all times have conspicuously endorsed upon its face a statement in a form satisfactory to Franchisor that it is held subject to the restrictive provisions of the Car Wash Guys Uniform Franchise Offering Circular and the Franchise Agreement.

Regional team manager understands and acknowledges that this Agreement can not be sold, assigned, transferred, coveyed, subleased or encumbered in any way without the prior written consent of Franchisor. Regional team manager further understands and acknowledges that this Agreement terminates at the termination, whether voluntary or involuntary, of the regional team manager's original Car Wash Guys Franchise Agreement or upon the relocation of the regional team manager to a residence outside their exclusive territory as stated above.

Regional team manager understands and acknowledges that the following requirements must be met in order to qualify as the regional team manager:

- (a) The regional team manager must, at the time of such assignment, be financially responsible and economically capable of performing our objectives in this Agreement and in our business development plan.
- (b) The regional team manager must expressly assume and agree to perform such obligation and sign a binding agreement with us.
- (c) The regional team manager must be trained and pass our special regional team manager training course.
- (d) The regional team manager must be competent and subject to a thirty (30) to sixty (60) day review by us before assignment as the regional team manager.
- (e) The regional team manager must run their own Car Wash Guys franchise for at least one month prior to assignment as the regional team manager.
- (f) The regional team manager must own and run a company store unit for the duration of their franchise in a specifically designated territory other than another franchisee's territory but in their exclusive territory.

- (g) The regional team manager must be able to provide all on-going support items to the franchisees listed in the Franchise Agreement.
- (h) The regional team manager must attend any formed franchisee organization, union or association meetings in their exclusive territory which have been officially recognized by us, providing that you want them to be there and of which you are a member.
- (i) The regional team manager must maintain on hand at least one area representative and one loaner truck for every twenty (20) franchisees in their exclusive territory.
- (j) The regional team manager must sign a non-competition agreement with franchisees not to operate their company store in a franchisee's exclusive territory unless they have been asked to by the franchisee in case of vacation or injury.

For this Agreement to be in force the regional team manager must meet all ten (10) of the above requirements.

In addition to the termination provisions in the Franchise Agreement described in Section 7.1, 7.2 and 7.3, regional team manager will be in default of this Agreement and this Agreement will terminate if five (5) or more franchisees transfer or fail in the regional team member's exclusive territory within a twelve (12) month period.

This Agreement will remain in force until Franchisor and the regional team manager mutually agree to terminate this Agreement as long as the regional team manager is in good standing and has not violated their Car Wash Guys Franchise Agreement in any way. Regional team manager will be in violation of this Agreement if they are sixty (60) days or more in arrears with any monies owed Franchisor.

If a franchisee from the regional team member's exclusive territory contacts Car Wash Guys International, Inc. with service problems from the regional team manager, Car Wash Guys International, Inc. will contact the regional team manager to help solve the problem. If Car Wash Guys International, Inc. has to service the franchisee, the regional team manager will be billed for the service to their franchisee from Car Wash Guys International, Inc.

Regional Team Manager Exclusive Territory:

Regional team manager agrees to pay Franchisor for the rights to be assigned as a regional team manager in their exclusive territory. This fee is due and payable upon the signing of this Agreement in the amount of _____ dollars or if the Franchisor consents due and payable at the rate of _____ dollars per new franchisee for the next _____ franchisees in their exclusive territory.

Franchisor agrees not to compete with the regional team manager in the regional team manager's exclusive territory while this Agreement is in force.

Regional team manager agrees to place _____ franchises in the regional team manager's exclusive territory within twenty-four (24) months of opening the exclusive territory. If the regional team manager does not meet the required number of placements in the first twenty-four (24) months, Franchisor will, at a reasonable cost to the regional team manager, come into the exclusive territory and help the regional team manager sign up new franchisees.

Regional team manager will not build or maintain a web site on behalf of Car Wash Guys or their Car Wash Guys exclusive territory. A web site will be furnished and maintained at the expense of the Franchisor on behalf of the regional team manager.

Regional team manager will be responsible for collecting all royalties from franchisees in their exclusive territory and forwarding all such monies immediately upon collection to Car Wash Guys International, Inc. Car Wash Guys International, Inc. will forward the regional team manager's portion of collected royalties no later than the 30th of each month.

Regional team manager will be responsible for franchisees in their exclusive territory. Regional team manager agrees to visit each franchisee in their exclusive territory no less than once a month. Any marketing, technical, employee or other issue franchisees might have will be addressed by the regional team manager.

For this service the regional team manager will receive 50% of the collected royalties for each franchisee in their exclusive territory.

It is understood and agreed upon that nothing in this Agreement authorizes the regional team manager to make any contract, agreement, warranty or representation on Franchisor's behalf or to incur any debt or other obligation in Franchisor's name and that Franchisor shall in no event assume liability for, or be deemed liable hereunder as a result, of any such action.

The parties have executed this Agreement on _____, 2000.

FRANCHISEE:

FRANCHISOR:

(If an individual)

CAR WASH GUYS INTERNATIONAL, INC.

Signed: _____

By: _____

Print Name: _____

Title: _____

(If a corporation)

Name of corporation: _____

State of incorporation: _____

Signed by: _____

Title: _____

(If a general or limited partnership)

Name of partnership: _____

State of organization: _____

Name of managing or general partner: _____

Signed by: _____

Title: _____

(If a limited liability company)

Name of company: _____

State of organization: _____

Signed by: _____

Title (member or manager): _____