



## FRANCHISE DISCLOSURE DOCUMENT

DEPARTMENT OF CORPORTIONS RECEIVED LOS ANGELES OFFICE

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ALL AMERICAN SPECIALTY RESTAURANTS, INC. APR 2 0 2012

AN OREGON CORPORATION 1201 SW 12th Avenue, Suite 415 Portland, Oregon 97205 Telephone: (503) 224-6199 (800) 311-3930 Fax: (503) 224-5042 www.allamericanrestaurants.com www.sertinos.com www.sertinoscafe.com

The franchisee will operate a shop or café which offers ice cream, frozen yogurt, sandwiches, specialty coffee, and light meal items such as soups and baked goods. This Franchise Disclosure Document ("FDD") also offers the opportunity to purchase an Area Subfranchise Agreement

The total investment necessary to begin operation of your first Sertinos or All American store franchise is from \$191,700 to \$494,450, including \$35,000 as the initial franchise fee for an All American® or Sertinos® store The franchise fee for a second All American® or Sertinos® store is \$27,000, and the franchise fee for a third or each additional All American® or Sertinos® store is \$23,000. The initial franchise fee for an Area Subfranchise Agreement is: based on the population of the territory, based on per capita fees ranging from 6 cents per qualified head to 3 cents. The estimated initial investment based on population assumptions ranges from \$82,500 to \$158,600, plus the investment for first shop, however, no minimum population has been established

This FDD summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement or make any payment in connection with the franchise sale.

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact C.R Duffie at 1201 SW 12th Avenue, Suite 415, Portland, OR 97205 and 503-224-6199.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. Information comparing franchisors is available. Call your state agency or your public library for sources of information More information on franchising, such as "A Consumer's Guide to Buying a Franchise," is available from the FTC. You can contact the FTC at 1-877-FTCHELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC

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# 20580 You can also visit the FTC's home page at www.ftc.gov for additional information In addition, there may be laws on franchising in your state. Ask your state agencies about them. Note, however, that no governmental agency has verified the information in this document.

You should also know that the terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or an accountant

The issuance date: March 23, 2012

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## **STATE COVER PAGE**

Your state may have a franchise law that requires a franchisor to register or file with a state franchise administrator before offering or selling in your state. REGISTRATION OF A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.

Call the state franchise administrator listed in Exhibit A for information about the franchisor, about other franchisors, or about franchising in your state.

MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES. YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE YOUR BUSINESS. BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW.

Please consider the following RISK FACTORS before you buy this franchise

- 1 THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY LITIGATION ONLY IN PORTLAND, OREGON OUT OF STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST MORE TO SUE US IN PORTLAND, OREGON THAN IN YOUR HOME STATE
- 2. THE FRANCHISE AGREEMENT STATES THAT OREGON LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS
- 3 THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

We use the services of one or more FRANCHISE BROKERS or referral sources to assist us in selling our franchise. A franchise broker or referral source represents us, not you We pay this person a fee for selling our franchise or referring you to us. You should make sure to do your own investigation of the franchise.

Effective Date: See the next page for state effective dates

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