

FRANCHISE DISCLOSURE DOCUMENT

ALL AMERICAN SPECIALTY RESTAURANTS, INC.

AN OREGON CORPORATION

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(800) 311-3930

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www.allamericanrestaurants.com

www.sertinos.com

www.sertinoscafe.com

www.sertinoscoffee.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. The total investment necessary to begin operation of your first Sertinos or All American store franchise is from \$205,200 to \$649,000. This includes \$35,700 that must be paid to the franchisor or its affiliate(s).

This Franchise Disclosure Document (“FDD”) also offers the opportunity to purchase a Subfranchise Agreement. The total investment necessary to begin operation of your subfranchise is from \$82,500 to \$158,600, not including the net worth requirement. This includes \$35,700, plus per capita fees from 6 to 3 cents per qualified head, that must be paid to the franchisor or its affiliate(s).

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 with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information in this document.**

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.

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.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as “A Consumer’s Guide to Buying a Franchise,” which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 20580. You can also visit the FTC’s home page at www.ftc.gov for additional information. Call your state agency or your public library for sources of information.

There may also be laws on franchising in your state. Ask your state agencies about them.

The issuance date: April 1, 2016

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 OR ARBITRATION ONLY IN PORTLAND, OREGON. OUT OF STATE LITIGATION OR ARBITRATION 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. THE TERRITORY IS NOT EXCLUSIVE. YOU MAY FACE COMPETITION FROM OTHER FRANCHISEES, FROM FRANCHISOR-OWNED OUTLETS, OR FROM OTHER CHANNELS OF DISTRIBUTION OR COMPETITIVE BRANDS FRANCHISOR CONTROLS.
4. THIS FDD CONTAINS AN OPPORTUNITY FOR A SUBFRANCHISE AGREEMENT. A SUBFRANCHISOR MAY LOSE ITS TERRITORY EXCLUSIVITY IF THE TERRITORY ESTABLISHMENT SCHEDULE IS NOT ACHIEVED.
5. SPOUSES OF FRANCHISE OWNERS WHO SIGN THE FRANCHISE AGREEMENT MAY PLACE THEIR PERSONAL AND MARITAL ASSETS AT RISK.
6. 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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