

ANNIE'S CAFÉ



Franchise Disclosure Document

ANNIE'S CAFÉ FRANCHISE DISCLOSURE DOCUMENT July 31, 2018

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ANNIE'S CAFÉ, INC. A California Corporation 32251 Mission Trail Lake Elsinore, CA 92530 PH (951) 245-6106 www.AnniesCafe.com

You will operate a restaurant featuring British inspired breakfast and lunch, called **Annie's Café** operating under the Marks and using the System as described in this document, and the Operations ⁷ Manual.

The total estimated required initial investment ranges from \$356,250 to \$963,000 of which, the Initial Franchise Fee is either \$10,000 if you are one of the first 3 franchisees, or \$25,000 if you are not one of the first 3 franchisees, plus the Initial Training Fee of \$1,000, are paid to the Franchisor

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you can 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 government agency has verified the information contained 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: Jan Vyse, 32251 Mission Trail, Lake Elsinore, CA 92530, PH (951) 245-6106

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 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 <u>www.ftc.gov</u> for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

ISSUING DATE: July 31, 2018



STATE COVER PAGE

Your state may have franchise laws that require 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 Attachment E for information about the franchisor, 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 OUR 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 ARBITRATE DISPUTES WITH US AND CONDUCT THE ARBITRATION IN CALIFORNIA. OUT OF STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO ARBITRATE WITH US IN CALIFORNIA THAN IN YOUR OWN STATE.
- 2. THE FRANCHISE AGREEMENT STATES THAT CALIFORNIA 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. WE HAVE ONLY BEEN SELLING FRANCHISES FOR A SHORT PERIOD OF TIME AND HAVE LITTLE HISTORY TO RELY UPON. YOU ARE ENCOURAGED TO MAKE A FULL INVESTIGATION OF THIS OFFERING AND OF OUR COMPANY.
- 4. YOU WILL BE OFFERING A FOOD SERVICE AND WILL BE GOVERNED BY AND SUBJECT TO FOOD SAFETY LAWS AND REGUALTIONS, IN ADDITION TO OTHER BUSINESS REGULATIONS. YOU ARE ENCOURAGED TO INVESTIGATE THESE REQUREMENTS INDEPENDENTLY OF WHAT WE PROVIDE YOU.
- 5. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

We may in the future 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. If we use a referral source, we will pay this person a fee for selling our franchise or referring you to us. You should be sure to do your own investigation of the franchise.

STATE EFFECTIVE DATES:

CALIFORNIA EFFECTIVE DATE: <u>TBD</u>

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