

FRANCHISE DISCLOSURE DOCUMENT

BAMBU FRANCHISING LLC
(a Colorado limited liability company)
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DEPARTMENT OF
BUSINESS OVERSIGHT
SAN FRANCISCO

Bambu Franchising LLC, a Colorado limited liability company, is offering franchises for the operation of Asian-inspired coffee shoppes featuring che (dessert drinks), blended coffees, milk teas, smoothies and other cold and hot drinks

The total estimated investment necessary to begin operation of a BAMBU Shoppe franchise ranges from \$153,500 to \$334,500 This includes between \$81,500 to \$87,500 that must be paid to the franchisor or affiliates See Items 5 and 7

We also grant to qualified persons rights to a specific geographic area in which to develop a predetermined number of Shoppes under a Multi-Unit Development Agreement If you sign a Multi-Unit Development Agreement, in addition to payment of the initial franchise fee for the first Shoppe, you pay a Development Fee of \$15,000 for each additional Shoppe to be developed, which is later applied to the initial franchise fees due for the additional Shoppes

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English Read this disclosure document and all accompanying 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 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 Scott Bachman at 189 W Washington Avenue, Sunnyvale, California, 94086, (612) 205-5327

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 "*Buying a Franchise A Consumer Guide*," 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, D C 20580 You can also visit the FTC's home page at www.ftc.gov 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

ISSUANCE DATE April 15, 2016 as amended August 18, 2016

(CA 8/18/16)

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, 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 COLORADO. OUT-OF-STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO LITIGATE WITH US IN COLORADO THAN IN YOUR OWN STATE.**
- 2 THE FRANCHISE AGREEMENT STATES THAT COLORADO 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.**
- 4 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 THE FRANCHISOR CONTROLS.**
- 5 WE DO NOT HAVE A FEDERAL REGISTRATION FOR THE “BAMBU DESSERTS AND DRINKS” MARK. THEREFORE, THIS MARK DOES NOT HAVE AS MANY LEGAL BENEFITS AND RIGHTS AS A FEDERALLY REGISTERED TRADEMARK. IF OUR RIGHTS TO USE THIS TRADEMARK ARE CHALLENGED, YOU MAY HAVE TO CHANGE TO AN ALTERNATIVE TRADEMARK WHICH MAY INCREASE YOUR EXPENSES.**
- 6 THE FRANCHISE AGREEMENT CONTAINS PROVISIONS THAT LIMIT YOUR RIGHTS AND MAY NOT BE ENFORCEABLE IN CALIFORNIA, INCLUDING BUT NOT LIMITED TO, LIMITATION OF DAMAGES AND WAIVER OF JURY TRIAL.**

7 THE FRANCHISE AGREEMENT PROVIDES THAT A FRANCHISEE AGREE TO THE FRANCHISOR SEEKING INJUNCTIVE RELIEF WITHOUT POSTING A BOND IN EXCESS OF \$500 AND TO HAVING THE DISSOLUTION OF THE INJUNCTION AS THE ONLY REMEDY AND WAIVING ALL CLAIMS FOR DAMAGES CAUSED BY WRONGFUL ISSUANCE OF SUCH INJUNCTION

We reserve the right to 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 be sure to do your own investigation of the franchise.

The effective dates of this Disclosure Document in the states with registration laws are on the following page.

This is a document preview downloaded from FranchisePanda.com. The full document is available for free by visiting: <https://franchisepanda.com/franchises/bambu>