

FRANCHISE DISCLOSURE DOCUMENT
Scoop Shop Program



Ben & Jerry's Franchising, Inc.
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The franchisee will operate a "Ben & Jerry's" ice cream Scoop Shop featuring a menu of ice cream, ice milk, sorbet, frozen yogurt, soft-serve, frozen desserts, toppings, confections, novelties, fountain drinks, and other food and beverage items.

The total investment necessary to begin operation of a Scoop Shop ranges from \$158,985 to \$485,800 (depending on the type of Scoop Shop, and not including estimates for real estate purchases should you wish to purchase the property for your Shop). This includes \$18,500 to \$37,000 for a Scoop Shop and \$7,500 for a Satellite Shop, that must be paid to the franchisor or affiliate. We also offer development rights for Scoop Shops. The development fee for the first Scoop Shop developed is \$37,000 (\$18,500 for the first Scoop Shop if you are an existing franchisee), and must be paid to the franchisor or affiliate. The Development Fee is reduced for each additional Scoop Shop under the Development Agreement.

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 more convenient for you. To discuss the availability of disclosures in different formats, contact Franchise Development, Ben & Jerry's Franchising, Inc. at 30 Community Drive, South Burlington, Vermont 05403 and (802) 846-1500.

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 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.

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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 LM 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 MEDIATION AND THEN LITIGATION ONLY IN THE STATE IN WHICH THE FRANCHISOR'S PRINCIPAL PLACE OF BUSINESS IS LOCATED AT THE TIME THE ACTION IS INITIATED (WHICH STATE IS CURRENTLY VERMONT). OUT OF STATE MEDIATION/LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST MORE TO MEDIATE/LITIGATE WITH US IN VERMONT THAN IN YOUR HOME STATE.
- *2. THE FRANCHISE AGREEMENT STATES THAT VERMONT 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. WE OR OUR DISTRIBUTORS WILL MAKE REASONABLE EFFORTS TO PROVIDE BEN & JERRY'S PRODUCTS (AS DEFINED IN ITEM 1 OF THIS DOCUMENT) WITHIN 21 DAYS AFTER RECEIPT OF YOUR ORDER. WE HAVE NO FINANCIAL OR OTHER LIABILITY FOR ANY DAMAGES RESULTING FROM THE UNAVAILABILITY OF PRODUCTS.
- *4. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

*LOCAL LAW MAY SUPERSEDE THESE FRANCHISE AGREEMENT PROVISIONS. CERTAIN STATES REQUIRE THE SUPERSEDING PROVISIONS TO APPEAR IN AN ADDENDUM IN THIS DISCLOSURE DOCUMENT.

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 be sure to do your own investigation of the franchise.

Effective Date: See next page for the state-specific effective dates.

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