

BERRY BLENDZ JUICE COMPANY, LLC

**Information for Prospective Franchisees
Required by Federal Trade Commission**

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To protect you, we've required your franchisor to give you this information. We haven't checked it, and don't know if it's correct. It should help you make up your mind. Study it carefully. While it includes some information about your contract, don't rely on it alone to understand your contract. Read all of your contract carefully. Buying a franchise is a complicated investment. Take your time to decide. If possible, show your contract and this information to an advisor, like a lawyer or an accountant. If you find anything important that's been left out, you should let us know about it. It may be against the law. There may also be laws on franchising in your state. Ask your state agencies about them.

FEDERAL TRADE COMMISSION, WASHINGTON, D.C.

CERTAIN STATES REQUIRE FRANCHISORS TO MAKE ADDITIONAL DISCLOSURES RELATED TO THE INFORMATION CONTAINED IN THIS DISCLOSURE DOCUMENT. IF APPLICABLE, THESE ADDITIONAL DISCLOSURES WILL BE FURNISHED TO YOU IN AN ADDENDUM TO THIS DISCLOSURE DOCUMENT.

IN ACCORDANCE WITH THE REQUIREMENTS OF THE FEDERAL TRADE COMMISSION, THIS DISCLOSURE DOCUMENT WAS ISSUED ON ~~APRIL 21, 2017~~ JUNE 20, 2018. STATE VARIATIONS OF THIS DISCLOSURE DOCUMENT ARE EFFECTIVE ON THE DATE LISTED IN THE ADDENDUM FOR SUCH STATE.

EFFECTIVE DATE:

FRANCHISE DISCLOSURE DOCUMENT

BERRY BLENDZ JUICE COMPANY, LLC

1298 Main Street # 4131
Windsor, Colorado 80550
(970) 305-3599
www.berryblendz.com



Berry Blendz Juice Company, LLC, a Colorado limited liability company, (“**Berry Blendz**”) offers franchises to operate a juice bar featuring premium fruit smoothies, vegetable blends, fresh squeezed juices, wheat grass juice, supplements and other related food items prepared in accordance with Berry Blendz’s proprietary recipes (“**Juice Bars**”).

The total investment necessary to begin operation of a Berry Blendz franchise is between \$~~142,000~~144,500 and \$~~325,354~~,750 (except for franchises in Alaska, Hawaii, California, the New York metropolitan area and the Caribbean, where costs may be significantly higher). This includes the initial franchise fee that ranges between \$15,000 and \$25,000 (“**Initial Franchise Fee**”), that must be paid to the franchisor and the purchase of certain equipment and signage and an equipment administrative fee, which will not exceed 4% of the cost of the equipment and signage (“**Equipment Administrative Fee**”) (See Items 5 and 7).

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.**

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, 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.

Date of Issuance: ~~April 21, 2017~~

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 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 ARBITRATION/LITIGATION ONLY IN COLORADO. OUT OF STATE ARBITRATION/LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO ARBITRATE/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. THE FRANCHISOR DEPENDS HIGHLY ON KEY PERSONNEL, THE LOSS OF WHOM COULD HAVE AN ADVERSE AFFECT ON THE FRANCHISOR.
4. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

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

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