



## **Boston Bagel Company**

### **Franchise Disclosure Document**

**Submitted on: April 17, 2015**

#### **1. The Franchisor**

Boston Bagel Company is a quick service bagel, coffee and frozen yogurt establishment dedicated to providing consumers with the highest quality food and service at the best possible price. Boston Bagel Company has been in business for 2 years and has experienced a tremendous amount of growth. The market in New England has demanded New York Style Bagels. Serving over 25 flavors of hot/iced coffee combined with our homemade spreads and delicious bagels, Boston Bagel Company is poised to be a success in any community. Franchisees of Boston Bagel Company are required to abide by the standards set by The Inspectional Services of Massachusetts as well as be ServSafe Certified. Franchisees are expected to have food service experience in some capacity.

#### **2. Key Persons**

Boston Bagel Company was founded and is managed by lifetime friends Adam Sandler and Brian Gajewski. Both grew up in restaurants and have over 20 years of combined hospitality experience. Both individuals are heavily involved in all aspects of the business and have worked diligently to create the outstanding brand that is Boston Bagel Company.

#### **3. Litigation History**

The franchisor has no litigation history and has not been convicted of any crimes.

#### **4. Bankruptcy**

The franchisor has not previously filed for bankruptcy.

#### **5. Franchise Fee**

To operate a Boston Bagel Franchise. An initial \$65,000 Franchise Fee is required. A 5% royalty will be charged on a monthly basis from Franchisee's gross revenue.

#### **6. Other Fees**

Franchisee will be required to setup a separate LLC and will be required to abide by State and Federal Tax laws. Franchisee will also be required to construct their business to meet ISD requirements as well as the requirements set forth by the franchisor.

#### **7. Estimated Investment**

Franchisee can expect to make an initial investment of \$250,000

#### **8. Sources of Products**

Franchisee is required to operate from approved vendors set forth by franchisor.

#### **9. Obligations of Franchisee**

Franchisee is required to oversee and operate their business and meet revenue requirements set forth within their territory. The Franchisee agrees to maintain and operate its Franchise strictly in compliance with this Agreement and the standards and specifications contained in the Operations Manual, as the same may be modified from time to time by the Franchisor in accordance with this Agreement. The Franchisee is prohibited from offering or selling any products or services not authorized by Franchisor.

If the Franchisee proposes to offer, conduct or utilize any products, services, materials, forms, items or supplies for use in connection with or sale through the Franchise which are not previously approved by the Franchisor as meeting its specifications, the Franchisee shall first notify the Franchisor in writing requesting approval. The Franchisor may, in its sole discretion, for any reason whatsoever, elect to withhold such approval. In order to make such determination, the Franchisor may require submission of specifications, information, or samples of such products, services, materials, forms, items or supplies. The Franchisor will advise the Franchisee within a reasonable time whether such products, services, materials, forms, items or supplies meet its specifications.

#### **10. Financing Arrangements**

Franchisee is expected to raise enough capital to build out their restaurant, operate it properly and pay out initial franchise fee.

## **11. Obligations of Franchisor**

Franchisor is obligated to oversee Franchisee. Franchisor is required to train franchisee on operational procedures to create a uniformed and standardized product. Franchisor is responsible for ensuring that a quality, clean and safe work environment is established in all locations. In addition to the Franchisor's initial training, equipment list, design services, Operations Manual, and other pre-opening services described elsewhere in this Agreement, Franchisor will provide the Franchisee prior to opening with a list of approved and designated suppliers and an advertising plan and advertising copy for Franchisee's grand opening.

In addition to the other operational assistance and advice provided by the Franchisor pursuant to other provisions of this Agreement, at the opening of the Franchisee's Store and for a period of 14 days thereafter, the Franchisor shall provide the on-site services of a representative to assist the Franchisee and provide further on-site training in connection with the operation of the Franchisee's Store.

## **12. Territory**

Boston Bagel Company is to be operated within Massachusetts, New Hampshire and Rhode Island.

## **13. Trademarks**

Boston Bagel Company as well as its logo is trademarked.

## **14. Patents, Copyrights**

Franchisee is obligated to conduct business under the copyrighted name, Boston Bagel Company. No additional Patents are required.

## **15. Obligation of Franchisee**

Franchisee is obligated to be in good financial standing. Franchisee is expected to create a clean and safe work environment. Franchisee is obligated to meet performance standards set forth by Franchisor

## **16. Restrictions on Goods and Services**

Franchisee is required to operate only with approved vendors set forth by Franchisor

## **17. Termination**

The Franchisor shall have the right, at its option, to terminate this Agreement and all rights granted the Franchisee hereunder, without affording the Franchisee any opportunity to cure any default (subject to any state laws to the contrary, where state law shall prevail), effective upon receipt of notice by the Franchisee, upon the occurrence of any of the following events:

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