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FRANCHISE DISCLOSURE DOCUMENT

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Roice Industries, LLC
a Utah limited liability company

DEPARTMENT OF
BUSINESS OVERSIGHT
SAN FRANCISCO

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Park City, Utah 84060
(855) 927-3284
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As a franchisee, you will operate a breathalyzer vending business. You will purchase and service breathalyzer vending machines and find locations for placement of the machines in business establishments that serve alcohol to the public.

The total investment necessary to begin operation of a Breathe Legal™ franchise is between \$25,250 and \$55,750. This includes the \$22,250 to \$27,250 that must be paid to the franchisor or affiliate. You have the option to purchase up to four additional franchises at the same time for an up-front fee of \$8,000 for each additional unit.

The total investment necessary to begin operation of a Breathe Legal™ regional development franchise is between \$13,000 and \$57,500. This includes the \$45,000 to \$50,000 that must be paid to the franchisor or affiliate.

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 regarding 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 Joanna Boice at 1796 Prospector Avenue, Park City, Utah 84060 and 855-927-3284.

The terms of your contract will govern your franchise relationship. Don't rely on this disclosure document alone to understand your contract. Read your entire contract carefully. Show your contract and this document to an advisor, like an attorney 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.

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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 "F"** 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 AND MEDIATION ONLY IN UTAH. OUT-OF-STATE ARBITRATION AND MEDIATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO ARBITRATE OR MEDIATE WITH US IN UTAH THAN IN YOUR OWN STATE.
2. THE FRANCHISE AGREEMENT STATES THAT UTAH 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. YOUR TERRITORY IS DEPENDENT UPON ACHIEVEMENT OF A MINIMUM PLACEMENT VOLUME, MARKET PENETRATION, OR OTHER CONTINGENCY. YOU MUST PLACE AND MAINTAIN A MINIMUM OF 15 MACHINES IN YOUR TERRITORY WITHIN 12 MONTHS OF THE DATE OF THE FRANCHISE AGREEMENT AND MAINTAIN A MINIMUM OF 15 MACHINES DURING THE TERM OF THE FRANCHISE. FAILURE TO PLACE AND MAINTAIN THE MINIMUM MACHINES IN YOUR TERRITORY IS GROUNDS FOR TERMINATION.
4. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

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