

## FRANCHISE DISCLOSURE DOCUMENT

M & T Pizza Incorporated 680 East Seventh Street St. Paul, MN 55106 Telephone: (651) 771-5553 Website: CarbonesPizzeria.com



M & T Pizza Incorporated (the "Franchisor") is offering franchises under which the Franchisee will own and operate restaurants which specialize in serving pizza and related foods and beverages. The franchise business will be operated using the trademark and name shown above.

M & T Pizza franchises the right to operate retail restaurants under the trade names "Carbone's Pizza" and "Carbone's Pizzeria." The restaurants feature pizza and offer related foods and beverages. Most of M & T Pizza 's franchises are involved in serving pizza for consumption on the premises and also making it available on a take-out basis. Some of the franchises offer pizza delivery services.

M & T Pizza does not directly operate any restaurants but it sells pizza materials to its franchisees.

M & T Pizza has been offering Carbone's Pizza and Carbone's Pizzeria franchises for more than 50 years. M & T Pizza relies on the expertise and experience of its shareholder,



Thomas M. Carbone, who has stepped into the role of his father Thomas A. Carbone, who passed away in December 2017. Thomas M. Carbone worked closely with his father in the years preceding his death and is positioned to offer great continuity to the transaction and leadership.

- (1) The total investment necessary to begin operation of a Carbone Pizza franchise ranges between \$79,000.00 to \$140,500.00. This includes \$5,000 that must be paid to the franchisor or affiliate.
- (2) 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 fourteen (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.**
- (3) 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.
- (4) 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.
- (5) There may also be laws on franchising in your state. Ask your state agencies about them.
- (6) The issuance date: August May 1, 20198.



## 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 Attachment A, below, 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:

- THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY ARBITRATION ONLY IN RAMSEY COUNTY, MINNESOTA. OUT OF STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO ARBITRATE WITH US IN MINNESOTA THAN IN YOUR OWN STATE.
- THE FRANCHISE AGREEMENT REQUIRES THAT MINNESOTA 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.

We may 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 make sure to do your own investigation of the franchise.

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

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