

FRANCHISE DISCLOSURE DOCUMENT

GREEN MARKET DEVELOPMENT CORP. dba GMD a CA CORPORATION

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Department of
Business Oversight



GREEN MARKET DEVELOPMENT CORP. a California

Corporation offers franchises for the operation of a Carlsbad Ranch Market business which features local, fresh, organic produce, groceries, deli items, salad bar and other products and services under the Ranch Market Pending Federal Service Mark or the Carlsbad Ranch Market CA State Registered Service Mark. Products and services are offered through the operations of a free standing, in-line or end cap location.

The total investment necessary to begin operation of a Carlsbad Ranch Market franchise is \$278,000 to \$715,000. This includes \$35,000 that must be paid to the franchisor.

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 to 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 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.

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CALIFORNIA 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

RISK FACTORS

1 THE FRANCHISE AGREEMENT REQUIRES THE FRANCHISEE TO SUBMIT ALL DISPUTES WITH US TO MEDIATION AND THEN ARBITRATION THE MEDIATION AND ARBITRATION MUST TAKE PLACE IN SAN DIEGO, CALIFORNIA ARBITRATION IN CALIFORNIA MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES THAN LITIGATION IN A COURT OF LAW IT MAY ALSO COST MORE TO ARBITRATE WITH US IN CALIFORNIA THAN IN YOUR HOME STATE

2 THE FRANCHISE AGREEMENT STATES THAT CALIFORNIA 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 FRANCHISE AGREEMENT CONTAINS A COVENANT NOT TO COMPETE WHICH EXTENDS BEYOND THE TERM OF THE FRANCHISE AGREEMENT

4 YOU MUST ESTABLISH THE NUMBER OF THE CARLSBAD RANCH MARKET MARKETS DESCRIBED IN THE MULTI-UNIT FRANCHISE AGREEMENT WITHIN THE REQUIRED TIME OR YOU MAY LOSE YOUR MULTI-UNIT RIGHTS AND BE TERMINATED

5 THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE

THE FRANCHISE AGREEMENT CONTAINS PROVISIONS WHICH LIMIT YOUR RIGHTS AND MAY NOT BE ENFORCEABLE IN CALIFORNIA, INCLUDING, BUT NOT LIMITED TO, A PUNITIVE DAMAGES WAIVER, LIMITATION OF TIME TO BRING AN ACTION, AND A CLASS ACTION WAIVER

WE DO NOT HAVE A FEDERAL REGISTRATION FOR OUR PRINCIPAL TRADEMARK THEREFORE, OUR TRADEMARK DOES NOT HAVE AS MANY LEGAL BENEFITS AND RIGHTS AS A FEDERALLY REGISTERED TRADEMARK IF OUR RIGHT TO USE THE TRADEMARK IS CHALLENGED, YOU MAY HAVE TO CHANGE TO AN ALTERNATIVE TRADEMARK, WHICH MAY INCREASE YOUR EXPENSES

YOUR SPOUSE MUST ALSO SIGN A PERSONAL GUARANTEE MAKING YOUR SPOUSE INDIVIDUALLY LIABLE FOR YOUR FINANCIAL OBLIGATIONS UNDER THE AGREEMENT THE GUARANTEE WILL PLACE YOUR SPOUSE'S MARITAL AND PERSONAL ASSETS AT RISK IF YOUR FRANCHISE FAILS

WE WERE FORMED ON AUGUST 11, 2014 AND WE HAVE A BRIEF OPERATING HISTORY AND LIMITED ASSETS YOU MAY WANT TO CONSIDER THIS WHEN MAKING A DECISION TO PURCHASE THIS FRANCHISE OPPORTUNITY

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 may 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 _____

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