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SAN FRANCISCO**FRANCHISE DISCLOSURE DOCUMENT**

**CherryBerry Enterprises LLC**  
an Oklahoma limited liability company  
4605 West Kenosha  
Broken Arrow, Oklahoma 74012  
(918) 806-1360  
www.cherryberryyogurtbar.com

12 SEP 20 P2 50



We offer franchises for the operation of “CherryBerry” units offering self-serve frozen yogurt with over 50 toppings, including granola, cereals, fresh fruits, candies, nuts, sprinkles and other specialty items, on a dine-in and take-out basis in high volume malls, retail centers and other high traffic commercial locations throughout the United States.

The total investment necessary to begin operation of a CherryBerry franchise is \$224,500 to \$354,000. This includes \$25,000 that must be paid to the franchisor.

If you are an area developer, you will pay a development fee equal to \$25,000 for the first Unit to be developed plus \$15,000 for each additional Unit to be developed under the Area Development Agreement. The development fee is applied pro rata to the initial franchise fees due for each Unit to be developed after the first. Your estimated initial investment will vary based on the number of Units to be developed.

We also offer to certain qualified people the right to become a Development Agent. The Development Agent will be advertising for new franchisees on our behalf, developing and assisting franchisees of ours who are operating within the Development Area. The total investment necessary to begin operation of a CherryBerry Development Agent franchised business is \$431,600 to \$866,100. This includes \$200,000 to \$500,000 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 the 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 government 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 Dallas Jones at 4605 West Kenosha, Broken Arrow, Oklahoma 74012 and (918) 806-1360.

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, DC 20580. You can also visit the FTC’s home page at [www.ftc.gov](http://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.

**Issuance Date: July 25, 2012**

## 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 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, AREA DEVELOPMENT AND DEVELOPMENT AGENT AGREEMENTS REQUIRE YOU TO RESOLVE DISPUTES WITH US BY ARBITRATION OR LITIGATION ONLY IN OKLAHOMA. OUT OF STATE ARBITRATION OR LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST MORE TO ARBITRATE OR LITIGATE WITH US IN OKLAHOMA THAN IN YOUR OWN STATE.**
2. **THE FRANCHISE, AREA DEVELOPMENT AND DEVELOPMENT AGENT AGREEMENTS STATE THAT OKLAHOMA LAW GOVERNS THE AGREEMENTS, 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 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 be sure to do your own investigation of the franchise.

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

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