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**FRANCHISE DISCLOSURE DOCUMENT**

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Chocolate Works Franchising, LLC  
a New York limited liability company  
114 Church Street, Freeport, NY 11520  
516-551-2976

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www.chocolateworks.com

DEPARTMENT OF  
BUSINESS OVERSIGHT  
SAN FRANCISCO

The franchise described in this Disclosure Document is for the operation of a business that sells an exclusive line of high-quality chocolates and other confections, including boxed chocolates, custom packed chocolate assortments, gift baskets and towers, chocolate dipped fruit, cookies and pretzels, hard candy, ice cream and seasonal items under the Chocolate Works® brand. The Chocolate Works® franchise will sell products, some of which will be made on-premises at the Chocolate Works® store ("Store"), at retail as well as under organizational programs, and will host chocolate making parties and other events.

The total investment necessary to begin operation of a Chocolate Works® franchise is estimated to be between \$290,500 and \$456,600. This includes between \$162,000 to \$191,000 that must be paid to the franchisor and/or its affiliate, as appropriate.

If you sign an Area Development Agreement to develop at least two Chocolate Works® Stores, the total aggregate investment under the Area Development Agreement will vary, depending on the number of Chocolate Works® Stores to be developed by you under the agreement. The Reservation Fee is equal to the Initial Franchise Fee for your first Store, plus fifty percent (50%) of a reduced Initial Franchise Fee for each Store after the first. The total investment necessary to develop two Chocolate Works® franchise is \$317,600-486,200. This includes between \$162,000 to \$191,000 that must be paid to the franchisor and/or its affiliate, as appropriate.

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, such as a PDF sent by email or in the form of a CD ROM that is more convenient for you. To discuss the availability of disclosures in different formats, contact Joseph Whaley at 114 Church Street, Freeport, NY 11520 and 516-551-2976.

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: March 15, 2017

## 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 AGREEMENT AND MULTI-UNIT DEVELOPMENT AGREEMENT REQUIRE YOU TO RESOLVE DISPUTES WITH US BY MEDIATION AND ARBITRATION ONLY IN RHODE ISLAND. OUT OF STATE MEDIATION AND ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST MORE TO MEDIATE AND ARBITRATE WITH US IN NEW YORK THAN IN YOUR OWN STATE.**
2. **THE FRANCHISE AGREEMENT AND MULTI-UNIT DEVELOPMENT AGREEMENT STATE THAT NEW YORK 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.**

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