

FRANCHISE DISCLOSURE DOCUMENT



CoreLife Eatery Franchisor, LLC
A New York Limited Liability Company
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CoreLife Eatery restaurants feature an assembly line style build-your-own green, grain and bone broth bowls that are made to order and related food and drink items (“CoreLife Eateries”). We offer area development franchises (“Area Development Franchises”) for the rights to open multiple CoreLife Eateries in a designated area. Area developers sign individual franchise agreements for each CoreLife Eatery. We primarily offer Area Development Franchises but we may also offer single CoreLife Eatery franchises in certain situations (such as non-traditional locations). As of the issuance date of this franchise disclosure document, we have not offered any single CoreLife Eatery Franchises.

The total investment necessary for an Area Development Franchise includes the investment necessary to begin operation of one CoreLife Eatery, plus a development fee of \$17,500 multiplied by the number of CoreLife Eateries (excluding the first CoreLife Eatery) which you must open. The low estimate includes the development fee if you elect to open three (3) CoreLife Eateries; the high estimate includes the development fee if you elect to open twenty (20) CoreLife Eateries. The estimated total investment necessary to begin operations for a single CoreLife Eatery ranges from \$808,000 to \$1,216,000, excluding land. This includes between \$59,000 and \$64,000 that must be paid to the franchisor or its affiliate. The estimated total investment necessary to begin operations for a CoreLife Area Development Franchise ranges from \$848,000 to \$1,758,500. This includes between \$99,000 and \$396,500 that must be paid to the franchisor or its 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 in connection with 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 disclosure in different formats, contact our Franchise Development Department at 33 Lewis Road, Binghamton, New York 13905 or call 855-267-3543.

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 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 administrators listed in Exhibit A for information about the franchisor, about other franchisors, 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 AREA DEVELOPMENT AGREEMENT REQUIRE YOU TO RESOLVE DISPUTES WITH US BY ARBITRATION/MEDIATION ONLY IN NEW YORK. OUT-OF-STATE ARBITRATION/MEDIATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO ARBITRATE/MEDIATE WITH US IN NEW YORK THAN IN YOUR OWN STATE.
2. FAILURE TO LOCATE A SITE WITHIN 90 DAYS AND OPEN THE CORELIFE EATERIES ACCORDING TO THE SCHEDULE IN THE AREA DEVELOPMENT AGREEMENT MAY RESULT IN THE AREA DEVELOPMENT FRANCHISE BEING TERMINATED AND YOU WILL LOSE YOUR INVESTMENT.
3. ALL THE OWNERS OF THE FRANCHISE AND THEIR SPOUSES MUST SIGN A DOCUMENT THAT MAKES YOUR SPOUSE LIABLE FOR YOUR FINANCIAL OBLIGATIONS UNDER THE FRANCHISE AGREEMENT, EVEN THOUGH YOUR SPOUSE HAS NO OWNERSHIP INTEREST IN THE BUSINESS. THIS GUARANTEE WILL PLACE BOTH YOUR AND YOUR SPOUSE'S MARITAL AND PERSONAL ASSETS, PERHAPS INCLUDING YOUR HOUSE, AT RISK IF YOUR FRANCHISE FAILS.
4. THE PRIMARY TRADEMARK THAT YOU WILL USE IN YOUR BUSINESS IS NOT FEDERALLY REGISTERED. IF THE FRANCHISOR'S RIGHT TO USE THIS TRADEMARK IN YOUR AREA IS CHALLENGED, YOU MAY HAVE TO IDENTIFY YOUR BUSINESS AND ITS PRODUCTS OR SERVICES WITH A NAME THAT DIFFERS FROM THAT USED BY OTHER FRANCHISEES OR THE FRANCHISOR. THIS CHANGE CAN BE EXPENSIVE, AND MAY REDUCE BRAND RECOGNITION OF THE PRODUCTS OR SERVICES YOU OFFER.
5. THE FRANCHISOR IS AT AN EARLY STAGE OF DEVELOPMENT AND HAS A LIMITED OPERATING HISTORY. THIS FRANCHISE IS LIKELY TO BE A RISKIER INVESTMENT THAN A FRANCHISE IN A SYSTEM WITH A LONGER OPERATING HISTORY.
6. THE FRANCHISEE WILL BE REQUIRED TO MAKE AN ESTIMATED INITIAL INVESTMENT RANGING FROM \$788,500 TO \$1,588,000. THIS AMOUNT EXCEEDS THE

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