

## FRANCHISE DISCLOSURE DOCUMENT



### **CBC RESTAURANT CORP.**

A Delaware Corporation  
12700 Park Central Drive, Suite 1300  
Dallas, Texas 75251  
(972) 619-4100  
franchise@cornerbakerycafe.com  
www.cornerbakerycafe.com

The franchisee will operate a fast-casual restaurant under the name Corner Bakery Cafe® offering a limited menu of breakfast, lunch and dinner products and featuring artisan breads, salads, sandwiches, soups and baked goods (a “**Corner Bakery Cafe**” or “**Cafe**”).

The total amount necessary to begin operation of a Corner Bakery Cafe franchise ranges from approximately \$952,000 to \$1,952,000, which does not include the cost of buying or renting the business location. This amount includes \$40,000 that must be paid to us.

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, us or our affiliates in connection with the proposed franchise sale or sooner if required by applicable state law. **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 disclosures in different formats, contact John LaBarge at CBC Restaurant Corp., 12700 Park Central Drive, Suite 1300, Dallas, Texas 75251 or (972) 619-4100.

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 (“**FTC**”). You can contact the FTC by calling 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](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:** October 4, 2018

## STATE COVER PAGE

Your state may have a franchise law that requires us to register or file with a state administrator before offering or selling franchises 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 us 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 AND AREA DEVELOPMENT AGREEMENTS REQUIRE YOU TO RESOLVE DISPUTES WITH US BY LITIGATION ONLY IN THE STATE WHERE OUR PRINCIPAL OFFICES ARE LOCATED, WHICH CURRENTLY IS TEXAS. OUT-OF-STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT ALSO MAY COST YOU MORE TO SUE US IN TEXAS THAN IN YOUR OWN STATE.
2. THE FRANCHISE AND AREA DEVELOPMENT AGREEMENTS PROVIDE THAT TEXAS LAW GOVERNS THE AGREEMENTS. THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
3. THE PROTECTED AREA AND DEVELOPMENT AREA ARE NOT EXCLUSIVE. YOU MAY FACE COMPETITION FROM OTHER FRANCHISEES, FROM FRANCHISOR OWNED OUTLETS, OR FROM OTHER CHANNELS OF DISTRIBUTION OR COMPETITIVE BRANDS WE CONTROL.
4. SPOUSES OF OWNERS OF THE FRANCHISE MAY BE REQUIRED TO SIGN A PERSONAL GUARANTEE MAKING THE SPOUSE INDIVIDUALLY LIABLE FOR THE FRANCHISEE'S FINANCIAL OBLIGATIONS UNDER THE AGREEMENTS. THE GUARANTEE WILL PLACE THE SPOUSE'S MARITAL AND PERSONAL ASSETS AT RISK IF THE FRANCHISE FAILS.
5. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

Certain states require franchisors to make additional disclosures related to the information contained in this Disclosure Document. Those disclosures are contained in Exhibit I to this Disclosure Document.

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

## STATE EFFECTIVE DATES

The following chart lists states that require the Disclosure Document to be registered or filed with the state or to be exempt from registration in order to offer or sell franchises within the state. In these states, the effective date of the Disclosure Document is as follows:

STATE	EFFECTIVE DATE
California	
Hawaii	
Illinois	
Indiana	
Maryland	
Michigan	
Minnesota	
New York	
North Dakota	
Rhode Island	
South Dakota	
Virginia	
Washington	
Wisconsin	

In all other states, the effective date of this Franchise Disclosure Document is the issuance date of October 4, 2018.

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