



FRANCHISE DISCLOSURE DOCUMENT

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KCP-4558264 5

April 29 2015



FRANCHISE DISCLOSURE DOCUMENT OTRR FRANCHISING, LLC

A Missouri Limited Liability Company 8007 Maryland Avenue St Louis, Missouri 63105

www crushed-red com

Telephone 314-725-8007

Encomed Process

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This franchise is for the establishment and operation of a Crushed Red® Restaurant featuring fast chopped-to-order salads, handcrafted pizzas, hearty soups and savory shareables with proprietary dressings, proprietary bread dough, wine and beer and other authorized products and services in a modern and hip dining atmosphere

The total investment necessary to begin operation of a Crushed Red® Restaurant is from \$620,500 to \$781,000 per Restaurant. This includes \$30,000 that must be paid to us

If you sign an Area Development Agreement, you must pay us a development fee equal to (a) \$30,000 for the first Restaurant to be developed under the Area Development Agreement plus (b) \$10,000 for each additional Restaurant to be developed under the Area Development Agreement You will receive a credit against the payment of the initial franchisee fee equal to the portion of the development fee allocable to each Restaurant (\$30,000 for the first Restaurant and \$10,000 for each subsequent Restaurant)

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 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 Chris LaRocca, Manager, 8007 Maryland Avenue. St., Louis, Missouri 63105, 314-267-1686

The terms of your contract will govern your franchise relationship Do not 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, such as a lawyer or accountant

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. Information on franchising, such as a "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 (the "FTC"). 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 fic 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 franchise administrators listed in Exhibit D 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

- THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY LITIGATION ONLY IN MISSOURI OUT-OF-STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES IT MAY ALSO COST YOU MORE TO LITIGATE WITH US IN MISSOURI THAN IN YOUR OWN STATE
- THE FRANCHISE AGREEMENT STATES THAT MISSOURI LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTION AND BENEFITS AS LOCAL LAW YOU MAY WANT TO COMPARE THESE LAWS
- 3 THE FRANCHISOR IS A DEVELOPMENT STAGE COMPANY WITH LIMITED OPERATING HISTORY
- 4 THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE

We may use the services of one or more franchise brokers or referral sources to assist us in selling our franchises. A franchise broker or referral source represents us, not you. We pay this person a fee for selling our franchises or referring you to us. You should make sure to do your own investigation of the franchise.

See next page for State effective dates

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