

**FRANCHISE DISCLOSURE DOCUMENT**

CUPPA JUICE COLD PRESSED JUICERY INC , A California Corporation

23615 El Toro Rd

Suite X422 Lake Forest, California 92630

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www.mycuppajuice.com

Cuppa Juice Cold Pressed Juicery, Inc Franchisees operate quick service restaurants (QSRs) that provide breakfast, lunch, and dinner food options (Cuppa Juice Cold Pressed Juicery Restaurant”) under the trademark ‘Cuppa Juice Cold Pressed Juicery” using CUPPA JUICE COLD PRESSED JUICERY INC’s trademarks, service marks, trade dress and business system (Cuppa Juice Cold Pressed Juicery Restaurants”)

The total investment necessary to begin operation of a CUPPA JUICE COLD PRESSED JUICERY RESTAURUNT franchised business is approximately \$113,500-\$260,850 This includes \$25,000 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 this 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 Kyle Hughes at 23615 El Toro Rd , Suite X422, Lake Forest, Ca 92630, franchising@mycuppajuice.com or 949-633-3072

The terms of your contract will govern your franchise relationship Don’t rely on the disclosure document alone to understand your contract Read your entire 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 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 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 _____, 20____

Received
LA Mailroom

MAY 20 2015

Department of
Business Oversight

CALIFORNIA

The California Franchise Investment Law requires a copy of all proposed agreements relating to the sale of the franchise be delivered together with the Franchise Disclosure Document

Neither Franchisor nor any other person listed in Item 2 of the Franchise Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U S C A 78a et seq , suspending or expelling such persons from membership in such association or exchange

California Business and Professions Code Sections 20000 through 20043 provide rights to you concerning termination or non-renewal of a franchise If the Franchise Agreement or Supplemental Documents contain a provision that is inconsistent with the California Franchise Investment Law, the California Franchise Investment Law will control

The Franchise Agreement and Supplemental Agreements may provide for termination upon bankruptcy Any such provision may not be enforceable under federal bankruptcy law (11 U S C A SEC 101 et seq)

California Corporations Code section 31125 requires the Franchisor to give the Franchisee a disclosure document, approved by the department of corporations, prior to a solicitation of a proposed material modification of an existing franchise

The Franchise Agreement contains, and if applicable, the Supplemental Agreements may contain, a covenant not to compete provision which extends beyond the termination of the franchise Such provisions may not be enforceable under California law

Under California civil code section 1671, certain liquidated damages clauses are unenforceable Any such provisions contained in the Franchise Agreement or Supplemental Agreements may not be enforceable

The Franchise Agreement contains, and if applicable, the Supplemental Agreements may contain, provisions requiring binding arbitration The arbitration will occur at Franchisor's Choice of Law State and the costs will be borne by the filing party and the prevailing party will be entitled to reimbursement of its expenses from the other party Prospective Franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as business and professions code section 20040 5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a Franchise Agreement or Supplemental Agreements restricting venue to a form outside the State Of California

You must sign a general release of claims if you renew or transfer your franchise California Corporations Code Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 Through 31516) Business and Professions Code Section 20010 Voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043)

The Franchise Agreement and Supplemental Agreements require application of the laws of Franchisor s Choice of Law State This provision may not be enforceable under California law

Our website has not been reviewed or approved by the California Department Of Corporations

Any complaints concerning the content of this website may be directed to the California Department of Corporations at www.corp.ca.gov

Section 31125 of the Franchise Investment Law requires us to give to you a disclosure document approved by the Commissioner of Corporations before we ask you to consider a material modification of your franchise agreement

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 E 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 REQUIRES YOU TO RESOLVE DISPUTES WITH US BY MEDIATION AND LITIGATION ONLY IN CALIFORNIA OUT-OF-STATE MEDIATION AND LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES IT MAY ALSO COST YOU MORE TO MEDIATE OR LITIGATE WITH US IN CALIFORNIA THAN IN YOUR OWN STATE**
- 2 **THE FRANCHISE AGREEMENT STATES THAT CALIFORNIA LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW YOU MAY WANT TO COMPARE THESE LAWS**
- 3 **THE FRANCHISEES'S SPOUSE MUST SIGN A GUARANTY MAKING SUCH SPOUSE JOINTLY AND SEVERALLY LIABLE FOR THE OBLIGATIONS UNDER THE FRANCHISE AGREEMENT WHICH ALSO PLACES THE SPOUSE'S MARITAL AND PERSONAL ASSETS AT RISK**
- 4 **CUPPA JUICE COLD PRESSED JUICERY, INC HAS LIMITED FINANCIAL RESOURCES WHICH MIGHT NOT BE ADEQUATE TO FUND ITS PRE-OPENING OBLIGATIONS TO EACH FRANCHISEES AND PAY OPERATING EXPENSES**
- 5 **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 _____ 20 _____

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