

**FRANCHISE DISCLOSURE DOCUMENT**

Erik's DeliCafe Franchises, Inc  
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BUSINESS OVERSIGHT  
SAN FRANCISCO

**Erik's DeliCafé.**

The franchise is for a retail food establishment (a "DeliCafe") under the name "Erik's DeliCafe" offering a variety of delicatessen style food in a cafe-style, relaxing atmosphere

The total investment necessary to begin operation of an Erik's DeliCafe franchise ranges from \$356,000 to \$587,100. This includes the initial franchise of \$10,000 and pre-opening service fee of \$10,000 that must be paid to the franchisor for the first franchise. Discounts on these fees may apply if you buy an additional franchise or have managed a company-owned DeliCafe. See Item 5 of this disclosure document for details.

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 disclosures in different formats, contact Brian Johnson, Chief Administrative Officer and General Counsel, at Erik's DeliCafe Franchises, Inc., 1550 The Alameda, Suite 330, San Jose, California 95126, telephone number (831) 458-1818 extension 127, email [brian@eriksdelicafe.com](mailto:brian@eriksdelicafe.com)

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, 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.

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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 F 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

### RISK FACTORS

1 THE FRANCHISE AGREEMENT STATES THAT CALIFORNIA LAW GOVERNS THE AGREEMENT AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS OF LOCAL LAW IF YOUR DELICAFE WILL BE LOCATED OUTSIDE OF CALIFORNIA, YOU MAY WANT TO COMPARE THESE LAWS

2 IF YOU PURCHASE THIS FRANCHISE, THE TERRITORY WILL NOT BE EXCLUSIVE YOU MAY FACE COMPETITION FROM OTHER FRANCHISEES, FROM FRANCHISOR OWNED OUTLETS OR FROM OTHER CHANNELS OF DISTRIBUTION OR COMPETITIVE BRANDS FRANCHISOR CONTROLS

3 THE FRANCHISE AGREEMENT CONTAINS PROVISIONS THAT LIMIT YOUR RIGHTS AND MAY NOT BE ENFORCEABLE IN CALIFORNIA INCLUDING BUT NOT LIMITED TO A TIME LIMIT TO RAISE CLAIMS AGAINST US, LIMITATION OF DAMAGES AND A WAIVER OF JURY TRIAL

2 THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE

Information about comparisons of franchisors is available Call the state administrators listed in Exhibit F or your public library for sources of information

If you learn that anything in this Disclosure Document is untrue, contact the Federal Trade Commission and state authority and your state authority listed in Exhibit D of this Disclosure Document

Registration of this franchise with the state does not mean that the state recommends it or has verified the information in this disclosure document If you learn that anything in this disclosure document is untrue, contact the Federal Trade Commission and state authority for your state, if any, listed in Exhibit F

Effective Date Pending

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