

FRANCHISE DISCLOSURE DOCUMENT



RoundGrille Franchise Systems, Inc
a Delaware Corporation
P O Box 2875
Woburn, MA 01888
(617) 423-3473
www fire-ice com

RECEIVED LOS ANGELES OFFICE

APR 22 2014

RoundGrille Franchise Systems, Inc grants franchises to businesses which use our trademarks and service marks to establish and operate casual dining restaurants known as FIRE+ICE Restaurants (“Restaurants”), which offer food products and beverages and feature “market” stations that display fresh vegetables, meats, poultry, fish sauces and condiments prepared to order on a round grill located prominently in the dining area, pursuant to our proprietary methods

The total investment necessary to begin operation of a FIRE+ICE franchise is \$1,467,133 00 to \$1,847,493 00 This includes \$60,000 00 that must be paid to the franchisor

We also offer to select qualified persons the opportunity to acquire, establish and operate multiple FIRE+ICE Restaurants at specific locations in a Designated Development Area The Development Fee depends on the number of units you will develop 100% of the initial fee for the first franchise and \$10,000 for each remaining franchise are payable upon signing of the area development agreement The balance of each initial fee is payable upon executing each franchise agreement in accordance with the development schedule

This disclosure document summarizes certain provisions of your Franchise Agreement and other information in plain English Read this disclosure document and all agreements carefully You must receive this disclosure document at least 14 days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the 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 Alex Hardy at P O Box 2875, Woburn, MA, 01888, (617) 423-3473

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 Information comparing franchisors is available Call your state agency or your public library for sources of information More information on franchising, such as “A Consumer’s Guild to Buying a Franchise,” is available from the FTC You can contact the FTC at 1-877-FTCHELP 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 be laws on franchising in your state Ask your state agencies about them

The issuance date April 18, 2014

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 A** 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 ARBITRATION ONLY IN MASSACHUSETTS. OUT-OF-STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO ARBITRATE WITH US IN MASSACHUSETTS THAN IN YOUR OWN STATE.
- 2 THE FRANCHISE AGREEMENT STATES THAT MASSACHUSETTS 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 THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

Effective Date See the next page for state effective dates.

STATE EFFECTIVE DATES

The following states require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin

This Franchise Disclosure Document is registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates

California	_____
Hawaii	_____
Illinois	_____
Indiana	_____
Maryland	_____
Michigan	_____
Minnesota	_____
New York	February 21, 2014
North Dakota	_____
Rhode Island	July 15, 2013
South Dakota	_____
Virginia	_____
Washington	_____
Wisconsin	_____

In all other states, the effective date of this Franchise Disclosure Document is the issuance date of April 18, 2014

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