



Received LA Mailroom

MAR 16 2016

Department of Business Oversight

## FRANCHISE DISCLOSURE DOCUMENT FISH-O-LICIOUS FRANCHISE LLC 5342 E. Monlaco Road Long Beach, California 90808 562-754-8487 www.fisholicious.com

The franchise offered is for the establishment and operation of a restaurant offering delicious sea food and other menu items, along with coffee and other beverages. We offer 1 type of franchise: a single unit FISH-O-LICIOUS® franchise.

As a FISH-O-LICIOUS franchisee, you will operate a restaurant providing all associated menu items.

The estimated actual investment necessary to begin operations of a FISH-O-LICIOUS franchise is \$122,500 to \$199,500. This includes a \$30,000 franchise fee that must be paid to us.

This Franchise 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 Salim Khoury, 5342 E. Monlaco Road, Long Beach, California 90808 (562) 754-8487.

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 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 <u>"A Consumer's Guide to Buying a Franchise,"</u> 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 <u>www.ftc.gov</u> 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.

FISH-O-LICIOUS FRANCHISE LLC

This document was downloaded from franchisepanda.com. All the information we publish, including this document is for general informational purposes only. FranchisePanda.com does not make any warranties about the completeness, reliability, and accuracy of any information we publish, including this document is for general informational purposes only. FranchisePanda.com does not make any warranties about the completeness, reliability, and accuracy of any information we publish, including this document is for general informational purposes only. FranchisePanda.com does not make any warranties about the completeness, reliability, and accuracy of any information we publish, including this document. We will not be liable for any losses and/or damages in connection with the use of our website or this document.



## 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 THE FRANCHISE DISCLOSURE DOCUMENT.

Call the state franchise administrator listed in Exhibit C 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 THAT MOST DISPUTES BE SUBMITTED TO ARBITRATION IN LOS ANGELES, CALIFORNIA. ARBITRATION OUT OF YOUR AREA MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT AND MAY ALSO COST YOU MORE TO ARBITRATE WITH US IN LOS ANGELES THAN IN YOUR LOCAL AREA.
- 2. THE FRANCHISE AGREEMENT STATES THAT CALIFORNIA LAW GOVERNS THE AGREEMENT, AND CALIFORNIA LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS YOUR STATE LAW. YOU MAY WANT TO COMPARE THESE LAWS.
- 3. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

California Effective Date: , 2016

FISH-O-LICIOUS FRANCHISE LLC

This document was downloaded from franchisepanda.com. All the information we publish, including this document is for general informational purposes only. FranchisePanda.com does not make any warranties about the completeness, reliability, and accuracy of any information? Use of the cromotic reliability for the completeness only. FranchisePanda.com does not make any warranties about the completeness, reliability, and accuracy of any information? Use of the cromotic reliability for the completeness. This document. March. 2016



PAGE

## ITEM TABLE OF CONTENTS

1	THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND	1
	AFFILIATES	
2	BUSINESS EXPERIENCE	2
3	LITIGATION	3
4	BANKRUPTCY	3
5	INITIAL FEES	3
6	OTHER FEES	3
7	ESTIMATED INITIAL INVESTMENT	7
8	RESTRICTIONS ON SOURCES OF SERVICES AND PRODUCTS	11
9	FRANCHISEE'S OBLIGATIONS	13
10	FINANCING	15
11	FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS	15
12	TERRITORY	22
13	TRADEMARKS	23
14	PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION	24
15	OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE	25
16	RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL	26
17	RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION	26
18	PUBLIC FIGURES	29
19	FINANCIAL PERFORMANCE REPRESENTATIONS	30
20	OUTLETS AND FRANCHISEE INFORMATION	30
21	FINANCIAL STATEMENTS	32
22	CONTRACTS	32
23	RECEIPTS	32

## **EXHIBITS**

A. FRANCHISE AGREEMENT WITH SCHEDULE

SCHEDULE 1 CONFIDENTIAL INFORMATION, NONDISCLOSURE AND NON-COMPETITION AGREEMENT

- **B. FINANCIAL STATEMENTS**
- C. AGENCIES/AGENTS FOR SERVICE OF PROCESS
- D. LISTS OF CURRENT AND FORMER FRANCHISES
- E. TABLE OF CONTENTS OF OPERATIONS MANUAL
- F. CALIFORNIA ADDENDUM
- G. STATEMENT OF PROSPECTIVE FRANCHISEE
- H. RECEIPTS

FISH-O-LICIOUS FRANCHISE LLC Franchise Disclosure Document – California Version March, 2016

iii

This is a document preview downloaded from FranchisePanda.com. The full document is available for free by visiting: https://franchisepanda.com/franchises/fish-o-licious