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**FRANCHISE DISCLOSURE DOCUMENT**Department of Business Oversight  
SRD**FROST A GELATO SHOPPE****Frost Gelato Franchising, L.L.C.**  
an Arizona limited liability company  
7131 N. Oracle Road  
Tucson, Arizona 85704  
Telephone: (520) 797-0188  
E-mail: [orders@frostgelato.com](mailto:orders@frostgelato.com)  
[www.FrostGelato.com](http://www.FrostGelato.com)

The franchisee will operate a Frost Gelato store that sells frozen Italian gelatos, sorbets, gelato cakes, gelato confections, various coffee, other beverage products and related products. The total initial investment necessary to begin operations ranges from \$387,800 to \$1,171,500 if you sign a Franchise Agreement for a single unit. This includes between \$262,500 and \$390,000 which must be paid to the franchisor or its affiliates. The total initial investment necessary to begin operations ranges from \$477,800 to \$1,351,500 if you sign an Area Developer Agreement, including between \$352,700 and \$570,000 which must be paid to the franchisor or its affiliates, depending on the number of Frost Gelato stores to be opened. The low estimate includes the development fee if you elect to open two Frost Gelato stores; the high estimate includes the development fee if you elect to open five Frost Gelato stores.

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 Stephen Ochoa or Jeff Kaiserman at 7131 N. Oracle Road, Tucson, Arizona 85704, [jeff@frostgelato.com](mailto:jeff@frostgelato.com), [stephen@frostgelato.com](mailto:stephen@frostgelato.com) and (520) 797-0188.

The terms of your contract will govern your franchise relationship. Don't rely on this 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," 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](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.

**Issuance Date: October 18, 2018**

## 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 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:

1. THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY ARBITRATION/LITIGATION ONLY IN ARIZONA. OUT-OF-STATE ARBITRATION/LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO ARBITRATE OR LITIGATE WITH US IN ARIZONA THAN IN YOUR OWN STATE.
2. THE FRANCHISE AGREEMENT AND AREA DEVELOPER AGREEMENT STATE THAT ARIZONA 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 FRANCHISE AGREEMENT AND AREA DEVELOPER AGREEMENT REQUIRE THAT SPOUSES MUST SIGN A GUARANTY MAKING SUCH SPOUSE JOINTLY AND SEVERALLY LIABLE FOR THE OBLIGATIONS UNDER THE AGREEMENT, PLACING HIS OR HER PERSONAL ASSETS AT RISK.
4. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

**Effective Dates: See next page for state effective dates.**

### STATE EFFECTIVE DATES

The following states require 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:

STATE	EFFECTIVE DATE
CALIFORNIA	PENDING
ILLINOIS	PENDING
VIRGINIA	November 2, 2018
WASHINGTON	PENDING

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