

FRANCHISE DISCLOSURE DOCUMENT

FUJI BJJ, LLC a Missouri limited liability company 1234 Cold Springs Drive O'Fallon, Missouri 63368 (636) 614-9498 <u>www.fujibjj.com</u> info@fujibjj.com



FUJI BJJ, LLC ("FUJI") offers for sale franchises pursuant to which each franchisee runs Brazilian jiu-jitsu tournaments in a specified territory in the United States.

The total investment necessary to begin operation of a FUJI franchise is approximately between \$97,075 and \$102,050. This includes an initial franchise fee of \$78,000 that must be paid to the franchisor or affiliate.

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 FUJI BJJ, LLC at 1234 Cold Springs Drive, O'Fallon, Missouri 63368 or (636) 614-9498.

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 contracts 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 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 agency 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 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 THAT ANY LEGAL ACTION OR PROCEEDING RELATING IN ANY WAY TO THE FRANCHISE AGREEMENT OR ARISING OUT OF THE FRANCHISE AGREEMENT SHALL BE BROUGHT IN EITHER THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MISSOURI OR ST. CHARLES COUNTY CIRCUIT COURT, STATE OF MISSOURI. OUT OF STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO LITIGATE OUT OF STATE THAN IN YOUR OWN STATE.
- 2. THE FRANCHISE AGREEMENT STATES THAT MISSOURI 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. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

Effective Date: See the next page for state effective dates.



FOR INDIANA RESIDENTS AND FRANCHISEES WHOSE FRANCHISES WILL BE OPERATED IN INDIANA

The Franchise Agreement contains a covenant not to compete that extends beyond the termination of the Franchise Agreement. This provision may not be enforceable under Indiana law.

Indiana law makes unilateral termination of a franchise unlawful unless there is a material violation of the Franchise Agreement and the termination is not done in bad faith.

If Indiana law requires the Franchise Agreement and all related documents to be governed by Indiana law, then nothing in the Franchise Agreement or related documents referring to Missouri law will abrogate or reduce any of your rights as provided for under Indiana law.

Indiana law prohibits a prospective general release of claims subject to the Indiana Deceptive Franchise Practices Law.

Indiana law prohibits us from operating a substantially identical business to that conducted by you pursuant to the Franchise Agreement within a reasonable area, regardless of the trade name used by Franchisor.

Indiana law prohibits us from limiting litigation brought for breach of the terms of the Franchise Agreement. Accordingly, certain provisions of the Franchise Agreement (such as the designation of forum and venue and specification or limitation of remedies) may not be enforceable.

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