

FRANCHISE DISCLOSURE DOCUMENT



Cream, Inc.
a California corporation
15 Bertocchi Lane
Millbrae, CA 94030
(415) 724-1300
www.creamnation.com

The franchisee will operate a C.R.E.A.M. custom ice cream sandwich shop. See Item 1 of this Offering Circular for further details. As of the date of this Offering Circular, the total investment necessary to begin operation of a C.R.E.A.M. franchise is \$188,500 to \$362,000. This includes the \$30,000 franchise fee that must be paid to the franchisor. Items 5 through 7 of this Offering Circular should be consulted for further detail.

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 CREAM, Inc. at 15 Bertocchi Lane, Millbrae, CA 94030 and (415) 724-1300.

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 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: February 15, 2012

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 OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.

Call the state franchise administrator listed in **Exhibit D** 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 CALIFORNIA. 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 CALIFORNIA THAN IN YOUR OWN STATE.
2. THE FRANCHISE AGREEMENT REQUIRES THAT CALIFORNIA 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.

Issuance date:

Table of Contents

Item	Page
1. The Franchisor and any Parents Predecessors and Affiliates	5
2. Business Experience	6
3. Litigation	7
4. Bankruptcy	7
5. Initial Fees	7
6. Other Fees	8
7. Estimated Initial Investment	10
8. Restrictions on Sources of Products and Services	12
9. Franchisee's Obligations	13
10. Financing	14
11. Franchisor's Assistance, Advertising, Computer Systems and Training	14
12. Territory	19
13. Trademarks	20
14. Patents, Copyrights and Proprietary Information	21
15. Obligation to Participate in the Actual Operation of the Franchise Business	22
16. Restrictions on What the Franchisee May Sell	22
17. Renewal, Termination, Transfer and Dispute Resolution	23
18. Public Figures	26
19. Financial Performance Representations	26
20. Outlets and Franchisee Information	27
21. Financial Statements	30
22. Contract	30

This is a document preview downloaded from FranchisePanda.com. The full document is available for free by visiting: <https://franchisepanda.com/franchises/gorins-homemade-ice-cream>