

FRANCHISE DISCLOSURE DOCUMENT  
B&P BURKE, INC

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DEPARTMENT OF  
BUSINESS OVERSIGHT  
SAN FRANCISCO



# Grasons

## Estate Sale Services

18281 Gothard St Suite 203  
Huntington Beach, CA 92648  
714-374-7200

[www.Grasons.com](http://www.Grasons.com)

The franchise offered is an estate sales service provider business. The franchise business handles everything from the arranging and pricing to the selling of the customer's estate sale merchandise. The franchised business can be operated from a home office location.

The total investment necessary to begin operations of a Grasons Co is \$61,700 to \$124,300. This does include the \$30,000 franchise fee 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 us at 18281 Gothard St Suite 203, Huntington Beach, CA 92648.

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](#)," 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](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.

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**STATE COVER PAGE**

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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 CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE DEPARTMENT OF BUSINESS OVERSIGHT, SAN FRANCISCO THAT IT HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT**

Call the state franchise administrator listed in Exhibit H 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**  
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

THE FRANCHISE AGREEMENT STATES 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

THE FRANCHISE AGREEMENT CONTAINS PROVISIONS THAT LIMIT FRANCHISEE'S RIGHTS AND MAY NOT BE ENFORCEABLE IN CALIFORNIA INCLUDING BUT NOT LIMITED TO A TIME LIMIT TO RAISE CLAIMS AGAINST THE FRANCHISOR, LIMITATION OF DAMAGES AND WAIVER OF JURY TRIAL

IF FRANCHISOR TERMINATES THE FRANCHISEE AGREEMENT BECAUSE FRANCHISEE BREACHED THE AGREEMENT, FRANCHISOR HAS THE RIGHT TO LIQUIDATED DAMAGES IN THE AMOUNT OF THE TOTAL OF ROYALTY FEES PAID OVER THE LAST 24 MONTHS

THE FRANCHISOR'S FINANCIAL STATEMENTS DATED 5/23/2014, SHOW ONLY \$900 IN ASSETS WHICH IS LESS THAN THE AMOUNT OF YOUR INITIAL INVESTMENT THIS MAY MEAN THAT THE FRANCHISOR WILL NEED TO USE THE MONEY YOU INVEST FOR ITS OWN PURPOSES AND MAY NOT HAVE THE MONEY TO DELIVER PROMISED SERVICES AND ASSISTANCE TO YOU

THE FRANCHISOR WILL TERMINATE FRANCHISEE IF FRANCHISE IS NOT OPENED IN 90 DAYS

THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE

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