





SUSHI GO! INTERNATIONAL INC.

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TO PROTECT YOU, WE'VE REQUIRED YOUR FRANCHISOR TO GIVE YOU THIS INFORMATION. WE HAVEN'T CHECKED IT, AND DON'T KNOW IF IT'S CORRECT. IT SHOULD HELP YOU MAKE UP YOUR MIND. STUDY IT CAREFULLY. WHILE IT INCLUDES SOME INFORMATION ABOUT YOUR CONTRACT, DON'T RELY ON IT ALONE TO UNDERSTAND YOUR CONTRACT. READ ALL OF YOUR CONTRACT CAREFULLY. BUYING A FRANCHISE IS A COMPLICATED INVESTMENT. TAKE YOUR TIME TO DECIDE. IF POSSIBLE, SHOW YOUR CONTRACT AND THIS INFORMATION TO AN ADVISOR, LIKE A LAWYER OR AN ACCOUNTANT. IF YOU FIND ANYTHING YOU THINK MAY BE WRONG OR ANYTHING IMPORTANT THAT'S BEEN LEFT OUT, YOU SHOULD LET US KNOW ABOUT IT. IT MAY BE AGAINST THE LAW.

THERE MAY ALSO BE LAWS ON FRANCHISING IN YOUR STATE. ASK YOUR STATE AGENCIES ABOUT THEM.

FEDERAL TRADE COMMISSION WASHINGTON, D.C. 20580





## FRANCHISE OFFERING CIRCULAR

SUSHI GO! INTERNATIONAL INC.

a Nevada corporation 2250 E. Tropicana Avenue, Suite 19-667 Las Vegas, Nevada 89119 Phone: (808) 250-2500

The Franchise offered is for a kaiten sushi restaurant concept operating under the name "Hanakai Sushi Bar & Grill" which specializes in the sale of our sushi products and menu items including a limited menu of additional Japanese and American foods, prepared in accordance with Our recipes and specifications.

The initial franchise fee for a Restaurant is \$25,000. If You enter into a development agreement to develop more than one Restaurant, upon signing the Development Agreement You will pay a development fee equal to \$25,000 for the first Restaurant to be developed plus \$10,000 multiplied by each additional Restaurant to be developed under the Development Agreement. The development fee is applied <u>pro rata</u> to the initial franchise fees due. The estimated initial investment required to establish one Restaurant, including the initial franchise fee, is \$341,850 to \$692,000. This sum may not represent Your total investment in the Franchised Business (see Items 5-7 of this Offering Circular for further explanation concerning the total investment).

## **RISK FACTORS:**

- 1. THE FRANCHISE AGREEMENT AND AREA DEVELOPMENT AGREEMENT REQUIRE THE FRANCHISEE TO ARBITRATE WITH THE FRANCHISOR ONLY IN NEVADA. OUT OF STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST MORE TO ARBITRATE WITH THE FRANCHISOR IN NEVADA THAN IN YOUR OWN STATE.
- 2. THE FRANCHISE AGREEMENT AND AREA DEVELOPMENT AGREEMENT STATE THAT THE LAW OF THE FRANCHISOR'S HOME STATE 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.

INFORMATION ABOUT COMPARISONS OF FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATOR LISTED ON ATTACHMENT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION.

REGISTRATION OF THIS FRANCHISE WITH THE STATE DOES NOT MEAN THAT THE STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS OFFERING CIRCULAR. IF YOU LEARN THAT ANYTHING IN THIS OFFERING CIRCULAR IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE AGENCY LISTED ON ATTACHMENT A.

Effective Date: \_\_\_\_\_\_
FOR USE ONLY IN THE STATE OF CALIFORNIA



## TABLE OF CONTENTS

ITEM 1	1
FRANCHISOR, ITS PREDECESSORS AND AFFILIATES	1
ITEM 2	4
BUSINESS EXPERIENCE	4
ITEM 3	4
LITIGATION	4
ITEM 4	5
BANKRUPTCY	5
ITEM 5	5
INITIAL FRANCHISE FEE	5
ITEM 6	6
OTHER FEES	6
ITEM 7	9
INITIAL INVESTMENT	9
ITEM 8	13
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES	13
ITEM 9	17
FRANCHISEE'S OBLIGATIONS	17
ITEM 10	18
FINANCING	18
ITEM 11	18
FRANCHISOR'S OBLIGATIONS	18
ITEM 12	28
TERRITORY	28
ITEM 13	31
TRADEMARKS	31
ITEM 14	32
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION	
ITEM 15	34
OBLIGATIONS OF FRANCHISEE TO PARTICIPATE IN THE ACTUAL OPERATION OF	
FRANCHISED BUSINESS	
ITEM 16	35

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