

FRANCHISE DISCLOSURE DOCUMENT



ŌUMI SUSHI™

Hissho International, LLC
a North Carolina limited liability
company
11949 Steele Creek Road
Charlotte, North Carolina 28273
(704) 926-2200
franchiseinfo@hisshosushi.com

The franchisee will operate a food outlet specializing in freshly prepared sushi, with or without an Asian hot food bar, under either the name “Hissho” or the name “Oumi” depending on location.

The total investment necessary to begin operation of a Hissho or Oumi food outlet is from \$21,050 to \$238,950. This includes \$14,450 to \$194,250 for each Hissho or Oumi food outlet that must be paid to the franchisor or its 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 11949 Steele Creek Road, Charlotte, North Carolina 28273 and (704) 926-2200.

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: March 7, 2017

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 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 THAT MOST DISAGREEMENTS BE SUBMITTED TO ARBITRATION WITHIN MECKLENBURG COUNTY, NORTH CAROLINA. 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 OUR HOME STATE THAN IN YOUR HOME STATE.
2. THE FRANCHISE AGREEMENT STATES THAT NORTH CAROLINA 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. THE FRANCHISOR HAS MINIMUM SALES VOLUMES THAT YOU MUST ACHIEVE BASED ON THE PRECEDING YEAR. YOU MAY WANT TO CONSIDER THIS WHEN MAKING A DECISION TO PURCHASE THIS FRANCHISE OPPORTUNITY.
4. IF THE FRANCHISOR OFFERS YOU A LOCATION IN YOUR MARKET, YOU MUST TAKE THE LOCATION AND OPERATE IT AS YOUR OWN. IF YOU FAIL TO ACCEPT AND OPERATE THE NEWLY OFFERED FOOD SERVICE UNIT, YOUR FRANCHISE AGREEMENT OR YOUR OTHER SUSHI BARS AND FOOD RETAIL UNITS SHALL BE IN DEFAULT AND YOU MAY LOSE YOUR RIGHT TO OPERATE ALL OF YOUR FOOD RETAIL UNITS.
5. IF THE FRANCHISOR REQUIRES YOUR SATELLITE SUSHI BAR TO CONVERT TO A FULL SERVICE SUSHI BAR, AND YOU FAIL TO DO SO, THEN YOUR FRANCHISE AGREEMENT FOR ALL FOOD SERVICE BARS SHALL BE IN DEFAULT AND YOU MAY LOSE YOUR RIGHT TO OPERATE ALL FOOD RETAIL UNITS.
6. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

We may use the services of one or more FRANCHISE BROKERS or referral sources to assist us in selling our franchise. A franchise broker or referral source represents us, not you. We pay this person a fee for selling our franchise or referring you to us. You should be sure to do your own investigation of the franchise.

Effective Date: See following page

STATE EFFECTIVE DATES

The following states require that 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:

California	_____, 2017
Illinois	_____, 2017
Indiana	_____, 2017
Maryland	_____, 2017
Michigan	March 7, 2017
Minnesota	_____, 2017
New York	_____, 2017
Rhode Island	_____, 2017
Virginia	_____, 2017
Wisconsin	_____, 2017
Washington	_____, 2017

In all states other than those referenced in the first paragraph the effective date of this Franchise Disclosure Document is the issuance date of March 7, 2017.

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