

FRANCHISE DISCLOSURE DOCUMENT

Version May 8, 2017



GP Brands, Inc.
a Florida Corporation
4941 4th Street,
Zephyrhills, FL 33542
Telephone Number: (813) 782-1500
E-Mail: info@hutno8.com
Website: www.hutno8.com

Upon becoming a Hut no.8 franchisee, the franchisee will own and operate a single Hut no.8 consignment Store. Through this Hut no.8 consignment Store, the franchisee will be operating a retail clothing resale and consignment business which primarily involves the purchase and resale of both new and “gently” used brand name and designer label clothing and accessories to a targeted consumer market. The total investment necessary to begin operation of a Hut no.8 franchise is between \$183,000.00 and \$297,000.00 (see Item 7 below). This includes the sum of \$15,000.00 which must be paid to us as the franchisor for the Initial Franchise Fee. You must also pay to us the sum of \$132,500.00 for the purchase of some mandatory start-up supplies, equipment, fixtures, furniture and decorations for your Store, which includes a store build out, three (3) Point of Sale Systems and miscellaneous required minimum purchases (see Item 5 below).

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 have obtained this Franchise Disclosure Document and other disclosure documents by e-mail or other electronic format. 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 Marcus Price at 4941 4th Street, Zephyrhills, Florida 33542 and (813) 782-1500.

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: May 8, 2017**

****See State Effective Date Exhibit which follows immediately after the State Cover Page for Registration and Exemption State Effective Dates; the Issuance Date of this Disclosure Document may not be the same as the Effective Date as reflected in the State Effective Date Exhibit.**

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 “E”** 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 MEDIATION (AND IF UNSUCCESSFUL, LITIGATION) ONLY IN FLORIDA. OUT-OF-STATE MEDIATION AND LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO MEDIATE AND LITIGATE WITH US IN FLORIDA THAN IN YOUR OWN STATE.
2. THE FRANCHISE AGREEMENT STATES THAT FLORIDA 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 State Effective Date Exhibit which follows immediately after this State Cover Page for Registration and Exemption State Effective Dates; in all other States the Effective Date is the same as the Issuance Date of this Disclosure Document which is May 8, 2017.**

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