

## FRANCHISE DISCLOSURE DOCUMENT



i Fratelli Pizza Franchising, LLC a Texas limited liability company 4225 Wingren Drive, Suite 110 Irving, Texas 75062 972-717-4059 davidcole@ifratelli.net www.ifratelli.net/pizza

You will operate a pizza carry-out and delivery service restaurant featuring signature and create-your-own thin-crust pizzas, salads, bread, desserts, soft drinks and related items under the name I FRATELLI<sup>®</sup>.

The total investment necessary to begin operation of an I FRATELLI® franchised business ranges from \$292,214 to \$382,584. This includes \$30,000 that must be paid to the franchisor or its affiliate(s). If you are acquiring development rights under our restaurant development program, then you will sign our development agreement and pay us a development fee equal to \$30,000 for the initial franchise fee for the first restaurant, plus \$15,000 for each additional restaurant to be developed under the development agreement.

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 David Cole, 4225 Wingren Drive, Suite 110, Irving, Texas 75062, davidcole@ifratelli.net.

The terms of your contract will govern your franchise relationship. Do not rely on the disclosure document alone to understand your contract. Read your entire contract carefully. Show your contract and this Franchise 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.

Date of Issuance: April 29, 2013



## 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  $\underline{\text{Exhibit F}}$  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 AND DEVELOPMENT AGREEMENT REQUIRE YOU TO RESOLVE DISPUTES WITH US BY LITIGATION ONLY IN TEXAS. OUT-OF-STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO LITIGATE WITH US IN TEXAS THAN IN YOUR OWN STATE.
- 2. THE FRANCHISE AGREEMENT AND DEVELOPMENT AGREEMENT STATE THAT TEXAS 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: April 29, 2013



## I FRATELLI PIZZA FRANCHISING, LLC FRANCHISE DISCLOSURE DOCUMENT

## **TABLE OF CONTENTS**

ITEM 1	THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES	1
ITEM 2	BUSINESS EXPERIENCE	
ITEM 3	LITIGATION	2
ITEM 4	BANKRUPTCY	3
ITEM 5	INITIAL FEES	3
ITEM 6	OTHER FEES	
ITEM 7	ESTIMATED INITIAL INVESTMENT	8
ITEM 8	RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES	10
ITEM 9	FRANCHISEE'S OBLIGATIONS	12
ITEM 10	FINANCING	14
ITEM 11	FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND	
	TRAINING	14
ITEM 12	TERRITORY	20
ITEM 13	TRADEMARKS	
ITEM 14	PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION	22
ITEM 15	OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE	
	FRANCHISE BUSINESS	
ITEM 16	RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL	
ITEM 17	RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION	24
ITEM 18	PUBLIC FIGURES	32
ITEM 19	FINANCIAL PERFORMANCE REPRESENTATIONS	
ITEM 20	OUTLETS AND FRANCHISEE INFORMATION	32
ITEM 21	FINANCIAL STATEMENTS	
ITEM 22	CONTRACTS	
ITEM 23	RECEIPTS	36
EXHIBIT	S	
Exhibit A	Financial Statements	
Exhibit B	Development Agreement with all Attachments	
Exhibit C	Franchise Agreement with all Attachments	
Exhibit D	List of Current Franchisees and List of Former Franchisees	
Exhibit E	Table of Contents of Manual	
Exhibit F	List of State Administrators	
Exhibit G	Agents for Service of Process	
Exhibit H	Receipts	

This is a document preview downloaded from FranchisePanda.com. T free by visiting: https://franchisepanda.com/franchises/i-fratelli	he full document is available for