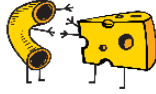


## FRANCHISE DISCLOSURE DOCUMENT

# I ♥ mac & cheese



Mac and Cheese Franchise Operations, LLC  
a Delaware limited liability company  
621 N.W. 53 Street, #360  
Boca Raton, Florida 33487  
561-300-5343

[www.iheartmacandcheese.com](http://www.iheartmacandcheese.com)  
[mrubin@iheartmacandcheese.com](mailto:mrubin@iheartmacandcheese.com)

We offer qualified individuals and entities a franchise for the right to independently own and operate an family friendly quick serve restaurant specializing in the sale of customizable, made-to-order macaroni and cheese and grilled cheese sandwiches, as well as tomato soup, all of which are made in accordance with our proprietary recipes and/or ingredients, as well as any other items that we authorize (each, a “Restaurant” or “Franchised Business”). Each Restaurant is licensed to use our proprietary business operating system and our proprietary marks, including the marks “I Heart Mac and Cheese” or “I Heart Mac and Grilled Cheese”. We also offer qualified parties the right to own and operate multiple Restaurants within a development area that we designate.

The total initial investment necessary to begin operation of a Restaurant ranges from \$197,500 to \$327,000, which includes \$35,000 you must pay to franchisor or its affiliates for an initial Restaurant prior to opening.

The total investment necessary to begin operations under a development agreement will depend on the number of Restaurants we grant you the right to open. By way of example, the total investment necessary to begin operations under a development agreement for the right to open and operate three (3) Restaurants ranges from \$232,500 to \$362,000, which includes \$70,000 that must be paid to the franchisor upon the execution of your development agreement. This estimate includes the appropriate development fee you must pay to franchisor upon execution of the development agreement, as well as the total estimated initial investment to open and commence operations of your first restaurant.

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 Marci Rubin, c/o Mac and Cheese Operations, LLC at 621 N.W. 53 Street, #360, Boca Raton, Florida, 33487, or at phone number (561) 300-5343.

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 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-FTCHELP 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.

The Issue Date of this Franchise Disclosure Document is: March 14, 2018 as amended June 14, 2018

## 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 A 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. AT OUR OPTION, THE FRANCHISE AGREEMENT AND DEVELOPMENT AGREEMENT REQUIRE YOU TO RESOLVE ALL DISPUTES WITH US BY MEDIATION ONLY IN FLORIDA (AT OUR CORPORATE OFFICES OR OTHER LOCATION WE DESIGNATE). OUT OF STATE MEDIATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO MEDIATE WITH US IN THE STATE OF FLORIDA THAN IN YOUR OWN STATE.
2. CERTAIN DISPUTES WITH US NOT SUBJECT TO MEDIATION MUST BE RESOLVED BY LITIGATION LOCATED IN WILMINGTON, DELAWARE. IT MAY COST YOU MORE TO LITIGATE WITH US IN THE STATE OF DELAWARE THAN IN YOUR OWN STATE.
3. THE FRANCHISE AGREEMENT AND DEVELOPMENT AGREEMENT STATE THAT THEY ARE GOVERNED BY DELAWARE LAW. THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
4. YOUR SPOUSE MUST SIGN DOCUMENT THAT MAKES YOUR SPOUSE LIABLE FOR ALL FINANCIAL OBLIGATIONS UNDER THE FRANCHISE AGREEMENT EVEN THOUGH YOUR SPOUSE HAS NO OWNERSHIP INTEREST IN THE FRANCHISE. THIS GUARANTEE WILL PLACE BOTH YOUR AND YOUR SPOUSE'S MARITAL AND PERSONAL ASSETS, PERHAPS INCLUDING YOUR HOUSE, AT RISK IF YOUR FRANCHISE FAILS.
5. THE FRANCHISOR IS AT AN EARLY STAGE OF DEVELOPMENT AND HAS A LIMITED OPERATING HISTORY. THIS FRANCHISE IS LIKELY TO BE A RISKIER INVESTMENT THAN A FRANCHISE IN A SYSTEM WITH A LONGER OPERATING HISTORY.
6. THE FRANCHISOR'S FINANCIAL CONDITION, AS REFLECTED IN ITS FINANCIAL STATEMENTS (SEE ITEM 21), CALLS INTO QUESTION THE FRANCHISOR'S FINANCIAL ABILITY TO PROVIDE SERVICES AND SUPPORT TO YOU.

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