

## FRANCHISE DISCLOSURE DOCUMENT

## **INKA FRANCHISE CORP.**

A Nevada Corporation 2440 S. Maryland Parkway Las Vegas, Nevada 89104 (702) 998-9845 www.PolloInkaExpress.com







The franchise offered is for the establishment and operation of a restaurant that offers a Peruvian cuisine with a natural fusion of Spanish influences, as well as African, Chinese and Italian that includes rotisserie chicken, a full menu of fish and beef dishes, including shrimp and scallops using proprietary sauces and rubs in an authentic welcoming atmosphere. We offer 3 types of franchise models: Pollo Inka Express (sit-down with drive-thru restaurant); Inka Wasi (fast casual restaurant); and El Pollo Inka (full sized restaurant).

We also offer 2 franchise programs for our franchisees: 1 for opening a single Inka location and another for opening multiple Inka locations:

Unit	Franchise Fee	Total Estimated Initial Investment	
Pollo Inka Express Model	\$ 45,000	\$ 197,600 338,500	
Inka Wasi Model	45,000	300,417 476,833	
El Pollo Inka Model	75,000	518,833 893,000	

The table below illustrates the estimated initial investment for a start-up Inka franchised restaurant:

The table below illustrates the estimated initial investment and development fees for developing multiple Inka restaurants (a minimum of 2 up to 5, but can be more if you develop more than 5 Inka restaurants):

Unit	Units 2 – 5 Development Fee	First Unit Franchise Fee	Other Expenditures (1 <sup>st</sup> business)	Total Estimated Initial Investment
Pollo Inka Express Model	\$ 17,500 70,000	\$ 35,000	\$ 152,600 - 293,500	\$ 205,100 - 398,599
Inka Wasi Model	17,500 70,000	35,000	255,417 - 431,833	307,917 - 536,833
El Pollo Inka Model	32,500 130,000	65,000	443,833 - 818,000	541,333 - 1,013,000



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This Disclosure Document summarizes certain provisions of your franchise agreement, area development 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 calendardays 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 Kirk Howell, 9811 W. Charleston Blvd., #2-561, Las Vegas, Nevada 89117, (702) 998-9845.

The terms of your contract will govern your franchise relationship. Don't rely on this 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 "<u>A Consumer's Guide to Buying a Franchise</u>," 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.

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## 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 THE 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. THE FRANCHISE AGREEMENT AND AREA DEVELOPMENT AGREEMENT REQUIRE THAT MOST DISPUTES BE SUBMITTED TO LITIGATION/ARBITRATION IN CLARK COUNTY, NEVADA. OUT OF STATE LITIGATION/ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE RESOLUTION FOR DISPUTES. IT MAY ALSO COST YOU MORE TO LITIGATE/ARBITRATE WITH US IN NEVADA THAN IN YOUR HOME STATE.
- 2. THE FRANCHISE AGREEMENT AND AREA DEVELOPMENT AGREEMENT STATE THAT NEVADA LAW GOVERNS THE AGREEMENT, AND NEVADA LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS YOUR STATE'S LAW. YOU MAY WANT TO COMPARE THESE LAWS.
- 3. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

The effective date for this Franchise Disclosure Document for your state is listed on the next page.

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