Instant Imprints
Unit Franchise
Disclosure Document

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Franchise Disclosure Document
No Frill Franchising, Inc.
a Delaware Corporation
6615 Flanders Drive Suite B
San Diego, CA 92121
(858) 642-4848
franchise@InstantImprints.com
www.instantimprints.com

We offer franchises for a business that provides customers apparel, sign, print services and promotional products under the name "Instant Imprints" and our System. The total investment necessary to begin operation of a Standard Instant Imprints Center ranges from $139,825 to $304,295, a Spoke Center ranges from $89,275 to $196,300 and a Hub Center ranges from $164,744 to $402,389. This includes a total of $97,475 to $212,195 paid to us or our affiliates. If you sign a Development Agreement, you are granted the right to enter into 3 Franchise Agreements within a specified Development Area and you will pay a development fee of $90,000.

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 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 the 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 the Manager of the Franchise Administration Department at 6615 Flanders Drive, Suite B, San Diego, California 92121, 858-642-4848.

The terms of your contract will govern your franchise relationship. Do not rely on the disclosure document alone to understand your contract. Read all of your contracts carefully. Show your contract and this disclosure document to an advisor, 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, DC 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 informational 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 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 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 TO RENEW.

Please consider the following RISK FACTORS before you buy this franchise:

1. THE AREA REPRESENTATIVE AGREEMENT PERMITS THE FRANCHISOR TO SUE IN DELAWARE. OUT OF STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST MORE TO SUE US IN DELAWARE THAN IN YOUR HOME STATE.
2. THE AREA REPRESENTATIVE AGREEMENT STATES THAT DELAWARE LAW GOVERNS THE AGREEMENT. THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
3. WE HAVE LIMITED FINANCIAL RESOURCES WHICH MIGHT NOT BE ADEQUATE TO FUND OUR PRE-OPENING OBLIGATIONS TO EACH FRANCHISEE AND PAY OPERATING EXPENSES. OUR AUDITED FINANCIAL STATEMENTS AS OF DECEMBER 31, 2016, SHOWS THAT WE HAD A DEFICIT IN RETAINED EARNINGS OF $2,407,586.
4. THE AUDITOR'S REPORT NOTE ON THE FRANCHISOR'S FINANCIAL STATEMENTS EXPRESSES CONCERN ABOUT THE FRANCHISOR'S ABILITY TO REMAIN IN BUSINESS IN THE ABSENCE OF ADDITIONAL CAPITAL INVESTMENT. IF THE FRANCHISOR GOES OUT OF BUSINESS, YOU AND OTHER FRANCHISEES COULD LOSE YOUR INVESTMENT.
5. YOU MUST MAINTAIN MINIMUM PERFORMANCE LEVELS. IF YOU FAIL TO DO SO, YOU COULD LOSE YOUR PROTECTED TERRITORY OR THE FRANCHISOR COULD TERMINATE YOUR AGREEMENT AND YOU COULD LOSE YOUR INVESTMENT.
6. IF YOU ARE MARRIED, YOUR SPOUSE MUST SIGN A PERSONAL GUARANTEE MAKING HIM/HER JOINTLY AND SEVERALLY LIABLE FOR ALL OBLIGATIONS OF THE FRANCHISE, WHETHER OR NOT SUCH SPOUSE IS INVOLVED IN THE OPERATION OF THE FRANCHISE BUSINESS. THIS REQUIREMENT PLACES THE PERSONAL AND MARITAL ASSETS OF THE FRANCHISE OWNER(S) AND SPOUSE(S) AT RISK.
7. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.