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Department of
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FRANCHISE DISCLOSURE DOCUMENT



Praise IAG Franchisor, LLC
A California limited liability company
14071 Stage Road
Santa Fe Springs, California 90670
Telephone Number: (949) 752-5282
www.itsagrind.com
cpeyton@retailfoodgroupusa.com

The franchise offered in this Disclosure Document is for the operation of a single, full service retail specialty coffee beverage store offering specialty whole bean coffees, traditional and espresso-based coffee drinks, iced and blended coffee drinks, tea and tea-based drinks, fruit smoothies, breakfast items, sandwiches, salads and assorted bakery products, using the "It's A Grind" trade name and franchise system.

The total investment necessary to begin operation of a small It's A Grind Store ranges from \$294,450 to \$381,500. This includes \$2,950 to \$30,000 that must be paid to the franchisor or its affiliates. The total investment necessary to begin operation of an average It's A Grind Store ranges from \$344,450 to \$419,000. This includes \$2,950 to \$30,000 that must be paid to the franchisor or its affiliates. The total investment necessary to begin operation of a large It's A Grind Store with drive-thru ranges from \$381,450 to \$473,000. This includes \$2,950 to \$30,000 that must be paid to the franchisor or its affiliates. The total investment necessary to begin operation of an It's A Grind Kiosk ranges from \$173,150 to \$253,000. This includes \$1,750 to \$20,000 that must be paid to the franchisor or its affiliates.

The total investment necessary for an Area Development Agreement is \$35,000 to \$47,500, assuming a commitment of 3 to 5 It's A Grind Stores. This includes \$30,000 to \$37,500 that must be paid to the franchisor. Unless otherwise agreed, the minimum number of stores you will be required to develop under the Area Development Agreement is three.

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, please contact Chris Peyton at Praise IAG Franchisor, LLC, 14071 Stage Rd, Santa Fe Springs, California 90670, (949) 752-5282 or cpeyton@retailfoodgroupusa.com.

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.

Date of Issuance: **October 30, 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 THE FRANCHISE 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. If you learn that anything in this disclosure document is untrue, contact the Federal Trade Commission and the state administrators listed on Exhibit A.

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 A MEETING, MEDIATION, AND ARBITRATION ONLY IN THE STATE IN WHICH OUR U.S. HEADQUARTERS ARE THEN LOCATED (CURRENTLY, CALIFORNIA). OUT-OF-STATE MEETINGS, MEDIATION AND ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO MEET, MEDIATE, AND ARBITRATE WITH US IN THE STATE WHERE OUR U.S. HEADQUARTERS ARE LOCATED THAN IN YOUR OWN STATE.
2. YOUR SPOUSE MUST SIGN A DOCUMENT THAT MAKES YOUR SPOUSE LIABLE FOR ALL YOUR FINANCIAL OBLIGATIONS UNDER THE FRANCHISE AGREEMENT EVEN THOUGH YOUR SPOUSE HAS NO OWNERSHIP INTEREST IN THE FRANCHISE. THIS GUARANTEE WILL PLACE BOTH YOU AND YOUR SPOUSE'S MARITAL AND PERSONAL ASSETS, PERHAPS INCLUDING YOUR HOUSE, AT RISK IF YOUR FRANCHISE FAILS.
3. THE FRANCHISE AGREEMENT AND AREA DEVELOPMENT AGREEMENT PROVIDE THAT THE LAWS OF THE STATE OF CALIFORNIA GOVERN THE AGREEMENT AND THAT LAW MAY NOT PROVIDE YOU WITH THE SAME RIGHTS AND PROTECTIONS AS YOUR LOCAL LAW. YOU MAY WANT TO CONSULT AN ATTORNEY REGARDING COMPARISON OF THESE LAWS.
4. THE IT'S A GRIND BRAND HAS CLOSED STORES, AND IS EVALUATING THE SIZE, ECONOMIES OF SCALE AND GROWTH PROSPECTS OF THE CONCEPT. WE OR OUR AFFILIATES MAY EXPLORE GROWTH OPPORTUNITIES FOR IT'S A GRIND, OR WE MAY PROPOSE OTHER OPPORTUNITIES, WHICH COULD INCLUDE CONVERTING THE BRAND AND NAME INTO A DIFFERENT CONCEPT. IF YOU PURCHASE AN IT'S A GRIND FRANCHISE, AND WE LATER DECIDE TO CONVERT THE BRAND, YOU MAY BE REQUIRED TO CONVERT THE STORE AT YOUR EXPENSE
5. THERE MAY BE OTHER RISKS CONCERNING THE FRANCHISE.

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