

FRANCHISE DISCLOSURE DOCUMENT



Jamba Juice Company
a California Corporation
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Emeryville, California 94608
(510) 596-0281

www.jambajuice.com
<http://www.facebook.com/jambajuice>
<http://twitter.com/jambajuice>

The franchise is for one or more “Jamba Juice®” branded stores featuring a wide variety of fresh, blended-to-order smoothies and other cold or hot beverages, and offering fresh squeezed juices and healthy, portable food items for snacks and meals (“Jamba Juice® Store(s)” or “Store(s)”). Through this disclosure document, we offer: (i) a single Store program which is used if you are opening a new Store not covered by a development agreement or renewing an existing franchise; (ii) a development agreement program which is generally used only if you are agreeing to develop a new market pursuant to a development agreement that includes a negotiated schedule of multiple new Store or Kiosk openings over time; or (iii) a co-brand program under which you operate a Bruegger’s Bagels® bakery-café at the same Location as the Store (a “Co-Brand Store”).

The total investment necessary to begin operation of a Jamba Juice franchise ranges from \$279,100 to \$465,800 for a Traditional Store; \$253,600 to \$436,100 for a Non-Traditional Store; \$203,600 to \$374,100 for a Kiosk; \$274,100 to \$520,800 for a Jamba Base Co-Brand Store and \$110,000 to \$220,000 for a Jamba Secondary Co-Brand Store. These totals include an Initial Fee that you must pay us. The Initial Fee for Traditional Stores or Non-Traditional Stores located in a shopping mall is \$25,000 (This may be reduced to \$20,000 under our Store Incentive Program discussed below). The Initial Fee for Kiosks is \$15,000. The Initial Fee for Non-Traditional Stores located anywhere other than in a shopping mall or on a college or university campus is \$15,000, which may be reduced to \$5,000 under our Multi-Unit Program discussed further below. The Initial Fee for Non-Traditional Stores located on college or university campuses is \$5,000. The Initial Fee for a Co-Brand Store is \$25,000. Under our 2016 Development Incentive Program, you may be eligible for a 50% reduction in the Initial Fee if the Store opens to the public on or before January 3, 2017.

If you sign a development agreement with us, you will also pay a development fee equal to one-half of the applicable Initial Fee multiplied by the number of Stores to be opened under the development agreement. The portion of the development fee relating to each particular Store will be credited against the Initial Fee when you sign the franchise agreement for that Store.

This disclosure document summarizes certain provisions of your franchise agreement, 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 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 Josh Nicosia, Director, in the Jamba Juice Legal Affairs Department at 6475 Christie Avenue, Suite 150, Emeryville, California 94608 and (510) 596-0281.

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, 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 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 THIS DISCLOSURE DOCUMENT.

Call the state franchise administrator listed in Exhibit H 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. SUBJECT TO APPLICABLE LAW TO THE CONTRARY, THE FRANCHISE AGREEMENT AND DEVELOPMENT AGREEMENT PERMIT YOU TO ARBITRATE WITH JAMBA JUICE ONLY IN CALIFORNIA. OUT OF STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST MORE TO ARBITRATE WITH JAMBA JUICE IN CALIFORNIA THAN IN YOUR HOME STATE.

2. THE FRANCHISE AGREEMENT AND DEVELOPMENT AGREEMENT STATE THAT CALIFORNIA LAW GOVERNS MOST OF THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS YOUR LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.

3. AS WE EXPAND OUR MENU, YOU MAY BE REQUIRED TO PURCHASE ADDITIONAL EQUIPMENT.

4. WE RESERVE THE RIGHT, TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, TO ESTABLISH MAXIMUM, MINIMUM OR OTHER PRICING REQUIREMENTS WITH RESPECT TO THE PRICES YOU MAY CHARGE FOR PRODUCTS OR SERVICES.

5. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

See the following state effective date summary page for state effective dates.

STATE EFFECTIVE DATES

The following states require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This Franchise Disclosure Document is registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

STATE	EFFECTIVE DATE
California	Exempt
Hawaii	N/A
Illinois	Exempt
Indiana	Exempt
Maryland	Exempt effective _____, 2016
Michigan	March 14, 2016
Minnesota	Effective _____, 2016
New York	Exempt
North Dakota	Exempt effective _____, 2016
Rhode Island	Exempt effective _____, 2016
South Dakota	Effective _____, 2016
Virginia	Effective _____, 2016
Washington	Exempt effective _____, 2016
Wisconsin	Effective _____, 2016

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