

FRANCHISE DISCLOSURE DOCUMENT



JINYA FRANCHISE, INC. A California corporation 3334 Burton Avenue Burbank, California 91504

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www.jinya-ramenbar.com

JINYA Franchise, Inc., a California corporation, offers franchises for the operation of fast-casual restaurants and quick service restaurants ("JINYA Ramen Bars") that offer freshly prepared ramen (Japanese style noodle) dishes with a diverse selection of broths, noodles, proteins, sauces and garnishes as well as sushi, rice bowls, Japanese appetizers and other food and beverage products for on-premises and off-premises consumption and catering events. We offer the rights for 3 different franchises in this Disclosure Document:

<u>Standard JINYA Ramen Bar Program</u>. Under the Standard JINYA Ramen Bar Program, you will sign a Franchise Agreement to operate a 2,200 to 2,500 square foot fast casual JINYA Ramen Bar (a "**Standard JINYA Ramen Bar**"). The total investment necessary to begin operation of one Standard JINYA Ramen Bar ranges from approximately \$1,100,000 to \$1,500,000. This includes \$60,000 to \$65,000 that must be paid to us or our affiliate.

<u>JINYA Ramen Express Program</u>. Under the JINYA Ramen Express Program, you will sign a Franchise Agreement to operate a 400 to 800 square foot JINYA Ramen Bar (a "**JINYA Ramen Express**") at a captive market location. The total investment necessary to begin operation of one JINYA Ramen Express ranges from approximately \$510,000 to \$960,000. This includes \$60,000 to \$65,000 that must be paid to us or our affiliate.

<u>bushi by JINYA Program</u>. Under the bushi by JINYA Program, you will sign a Franchise Agreement to operate a 400 to 800 square foot bushi by JINYA (a "**bushi by JINYA**"). The total investment necessary to begin operation of one bushi by JINYA Ramen Bar ranges from approximately \$510,000 to \$960,000. This includes \$60,000 to \$65,000 that must be paid to us or our affiliate.

<u>Area Development Program</u>. If you sign an Area Development Agreement, we will grant you a defined area within which you must develop and operate 2 or more JINYA Ramen Bars. The total investment necessary for the Area Development Agreement ranges from approximately \$545,000 to \$1,540,000. This includes \$30,000 that must be paid to us or our affiliate.

This Disclosure Document summarizes certain provisions of your Franchise Agreement and other information in plain English. Read the 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 payments to the Franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no government 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 Ami Priester, Director



of Franchise Support, JINYA Franchise, Inc., 3334 Burton Avenue, Burbank, California 91504; Telephone: 323-930-2477, Ext: 111.

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 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.

ISSUANCE DATE: MAY 6, 2019, AS AMENDED SEPTEMBER 9, 2019.

JINYA – Amended FDD 09/19



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 THIS FRANCHISE WITH A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.

Call the state franchise administrator listed on **Exhibit I** 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 THIS FRANCHISE, 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 YOU TO RESOLVE DISPUTES WITH US BY MEDIATION AND LITIGATION ONLY IN THE STATE WHERE OUR HEADQUARTERS IS LOCATED (CURRENTLY, CALIFORNIA). OUT OF STATE MEDIATION AND LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO PARTICIPATE IN MEDIATION AND LITIGATION WITH US IN CALIFORNIA THAN IN YOUR HOME STATE.
- 2. THE FRANCHISE AGREEMENT AND AREA DEVELOPMENT AGREEMENT STATE THAT CALIFORNIA LAW GOVERNS THE AGREEMENTS, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
- 3. YOUR SPOUSE MUST SIGN A 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.
- 4. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

We use the services of one or more FRANCHISE BROKERS or referral sources to assist us in selling our franchise. A franchise broker or referral source represents us, not you. We pay this person a fee for selling our franchise or referring you to us. You should be sure to do your own investigation of the franchise.

See the Next Page for State Effective Dates

This is a document preview downloaded from FranchisePanda.com. The full document is available for ree by visiting: https://franchisepanda.com/franchises/jinya-ramen-bar