



FRANCHISE DISCLOSURE DOCUMENT JUST BETWEEN FRIENDS FRANCHISE SYSTEM, INC.

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The JUST BETWEEN FRIENDS FRANCHISE SYSTEM, INC. (“JUST BETWEEN FRIENDS” or “JBF”), an Oklahoma Corporation, offers you a franchise to engage in the business of selling maternity and children’s clothing and toys and other items on consignment using JBF’s unique business system, appearance and trademarks in a specified geographical territory.

The total estimated investment necessary to begin operations of a Just Between Friends franchise ranges from approximately \$38,544 to approximately \$54,509. This includes \$19,564 to \$23,234 that must be paid by you to us.

We also offer multi-unit development opportunities for two or three Just Between Friends franchise units. The total investment necessary to begin operating two Just Between Friends franchise units ranges from approximately \$65,563 to approximately \$97,178, which includes \$37,228 to \$44,568 that must be paid by you to us. The total investment necessary to begin operating three Just Between Friends franchise units ranges from approximately \$91,582 to approximately \$138,867, which includes \$53,892 to \$64,902 that must be paid by you to us.

This disclosure document summarizes certain provisions of your franchise agreement and other agreements and provides you with information about JBF 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 JBF or make any payment to JBF 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 by electronic means or by paper, whichever is most convenient to you. To discuss receipt of this document in another format, contact JBF at Corporate@jbfsale.com.

The terms of your franchise agreement will govern your relationship with us. Do not rely on this disclosure document alone to understand your rights and obligations. Read the franchise agreement and all related agreements carefully. Show these agreements and this disclosure document to your adviser or your franchise attorney before you sign any agreements with us.

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 may 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 agency listed in Exhibit D to this Disclosure Document about these laws.

Issuance date: March 20, 2019

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 DOCUMENT.** Call the state franchise administrator listed in Exhibit D to this Disclosure Document 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.

CERTAIN RISK FACTORS

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

1. THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE MANY DISPUTES WITH JBF BY ARBITRATION ONLY IN TULSA COUNTY, OKLAHOMA. OUT OF STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO ARBITRATE WITH JBF IN OKLAHOMA THAN IN YOUR STATE. THE FRANCHISE AGREEMENT ALSO REQUIRES MEDIATION AS A CONDITION PRECEDENT TO FILING AN ACTION FOR ARBITRATION.

2. THE FRANCHISE AGREEMENT STATES THAT OKLAHOMA LAW GOVERNS THE AGREEMENT. OKLAHOMA LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS THE LOCAL LAW WHERE YOUR FRANCHISE IS TO BE LOCATED. YOU MAY WANT TO COMPARE THESE LAWS. OKLAHOMA LAW GOVERNS THE FRANCHISE AGREEMENT, EXCEPT FOR CERTAIN PROVISIONS. OKLAHOMA LAW MAY NOT BE AS FAVORABLE TO YOU AS THE LAW WHERE YOUR FRANCHISE IS LOCATED.

3 YOU MUST MAINTAIN MINIMUM SALES PERFORMANCE LEVELS. YOUR INABILITY TO MAINTAIN THESE LEVELS MAY RESULT IN LOSS OF ANY TERRITORIAL RIGHTS YOU ARE GRANTED, TERMINATION OF YOUR FRANCHISE, AND LOSS OF YOUR INVESTMENT.

4. 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 GUARANTY WILL PLACE BOTH YOUR AND YOUR SPOUSE'S MARITAL AND PERSONAL ASSETS, PERHAPS INCLUDING YOUR HOUSE, AT RISK IF YOUR FRANCHISE FAILS.

5. THERE MAY BE OTHER RISK FACTORS APPLICABLE TO THIS FRANCHISE.

We may 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.

STATE EFFECTIVE DATES

The following states require that the Franchise Disclosure Document be registered or filed before we can make offers or sell franchises there: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.

<u>State</u>	<u>Effective Date of Order</u>
California	
Hawaii	
Illinois	
Indiana	
Maryland	
Michigan	
Minnesota	
New York	
North Dakota	
Rhode Island	Not registered
South Dakota	
Virginia	
Washington	
Wisconsin	

Except as noted in the chart above by an effective order date, this Franchise Disclosure Document is not registered, on file or exempt from registration in any registration state, and your receipt of this disclosure document shall not be deemed an offer of a franchise in such state.

In all other states, this Franchise Disclosure Document's effective date is the issuance date of March 20, 2019.

This is a document preview downloaded from FranchisePanda.com. The full document is available for free by visiting: <https://franchisepanda.com/franchises/just-between-friends>