

**FRANCHISE DISCLOSURE DOCUMENT**

LOGIC IN A CUP FRANCHISING

A Delaware Corporation

2150 SE Hwy 101 #181

LINCOLN CITY, OREGON 97367

541-217-1261

logicinacup@gmail.comwww.logicinacup.comDepartment of
Business Oversight

JAN 29 2015

RECEIVED
San Francisco

As a franchisee, you will operate one of three sizes of Logic In A Cup Espresso units that offers specialty gourmet coffee, fresh roasted whole bean coffee, traditional and espresso based drinks, tea and tea based beverages, breakfast sandwiches, real fruit smoothies, iced blended coffee drinks, specialty pastries and desserts, and merchandising items, including, but not limited to, mugs/travel mugs, cozies, cups, shirts, shorts, hats, bags, and calendars bearing the Logic In A Cup Espresso logo. Not all of these products are offered at all of the units.

The total investment necessary to begin operation of a Logic In A Cup Espresso Coffee House unit franchise business is between \$102,950 - \$332,700. Of this amount, the initial franchise investment fee is \$19,900 and is paid to the franchisor. The total investment necessary to begin operation of a Logic In A Cup Espresso Drive-Thru unit ranges between \$137,950 - \$364,700. Of this amount, the initial franchise investment fee is \$19,900 and is paid to the franchisor. The total investment necessary to begin operation of a Logic In A Cup Espresso Kiosk unit is between \$65,050 - \$195,900. Of this amount, the initial franchise investment fee is \$19,900 and is paid to the franchisor.

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 company 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 the Franchise Administration Department at LOGIC IN A CUP FRANCHISING CORP, 2150 SE Hwy 101 #181, LINCOLN CITY, OREGON, 97367, 541-217-1261, logicinacup@gmail.com.

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read your entire 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 on franchising. 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 August 31, 2014 as amended December 15, 2014

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.

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 ARBITRATION ONLY IN OREGON. OUT-OF-STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO ARBITRATE WITH US IN OREGON THAN IN YOUR OWN STATE.**

2. **THE FRANCHISE AGREEMENT STATES THAT OREGON LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTION AND BENEFITS AS LOCAL LAW YOU MANY WANT TO COMPARE THESE LAWS.**

3. **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.

Effective Date [See the following page]

This Franchise Disclosure Document is effective as of

General FTC (for states not requiring registration) – **August 31, 2014 as amended December 15, 2014**

States Requiring Registration (registration not approved if blank)

California
Florida
Hawaii
Illinois
Indiana
Kentucky
Maryland
Michigan
Minnesota
Nebraska
New York
North Dakota
Rhode Island
South Dakota
Texas
Utah
Virginia
Washington
Wisconsin

December 18, 2014

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