

LUCIANO RISTORANTE ITALIANO

FRANCHISE DISCLOSURE DOCUMENT

Luciano Ventures, Inc. a Texas corporation 1870 W. Bitters Rd, Suite 101 San Antonio, Texas 78248 (210) 349-9404 www.lucianorestaurants.com

As a franchisee, you will operate a fast casual restaurant offering a menu specializing in original Italian family recipes prepared with the freshest and finest ingredients. From baked breads and Neapolitan or brick oven pizzas, to perfect al dente pasta, all are prepared lovingly from scratch under the mark "Luciano Ristorante Italiano" and other related trademarks.

<u>Single Unit/Franchise Agreement.</u> There are two (2) different types of Luciano Ristorante Italiano restaurants: (a) a "Luciano Express" (Prototype A); and (b) a "Luciano Neighborhood Pizzeria" (Prototype B).

The total investment necessary to begin operation of a single Luciano Express (Prototype A) restaurant franchise is from \$288,100 to \$584,500 (for a location inside an indoor-mall, typically within a food court) or from \$284,100 to \$564,500 (for a location within a strip-center or other location, which is not inside an indoor-mall). The total investment necessary to begin operation of a single Luciano Neighborhood Pizzeria (Prototype B) restaurant franchise is from \$538,183 to \$825,868. These amounts all include the initial franchise fee of \$27,500 that must be paid to us as the franchisor. These sums do NOT include any salary or other payments to you or your principals.

Multi-Unit Development Agreement. We may offer to enter into a multi-unit area development agreement to establish and operate a certain number of Luciano businesses at specific locations pursuant to individual franchise agreements. The multi-unit development fee will be equal to \$13,750.00 multiplied by the number of Luciano Ristorante Italiano restaurants to be developed under the multi-unit development agreement. The multi-unit development fee will be credited, in increments of \$13,750.00, toward the franchise fee owed for each Luciano Ristorante Italiano restaurant developed. Your estimated initial investment will vary based upon the number of businesses to be developed.

Regional Development Agreement. We may offer to enter into a development agreement to serve as one of our regional developers – wherein you will act as our agent to secure an agreed upon number of new franchise agreements between us and other franchisees and to provide on-going support, training and assistance to such -- within a specified geographic region. The regional development fee will be equal to \$10,000.00 multiplied by the number of Luciano Ristorante Italiano restaurants to be developed under the regional development agreement. Franchisor strongly

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recommends but does not require that a Regional Developer open a single franchised Luciano Ristorante Italiano restaurant. However, if it does, then the estimated initial investment will also include the cost of same (as referenced above).

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 to you. To discuss the availability of disclosures in different formats, contact Luciano Ventures, Inc. at the address and phone number listed above.

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: February 1, 2016.

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STATE COVERAGE PAGE

Your state may have a franchise law that requires a franchise 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, about other franchisors, or about franchising in your state.

Please consider

- 1. NEITHER THE FRANCHISE AGREEMENT, THE MULTI-UNIT DEVELOPMENT AGREEMENT, NOR THE REGIONAL DEVELOPMENT AGREEMENT ALLOWS 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 OUR BUSINESS. BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW OUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW.
- 2. THE FRANCHISE AGREEMENT, THE MULTI-UNIT DEVELOPMENT AGREEMENT, AND THE REGIONAL DEVELOPMENT AGREEMENT EACH REQUIRES THAT ALL DISAGREEMENTS BE SETTLED BY ARBITRATION IN TEXAS. 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 TEXAS THAN IN YOUR HOME STATE.
- 3. THE FRANCHISE AGREEMENT, THE MULTI-UNIT DEVELOPMENT AGREEMENT, AND THE REGIONAL DEVELOPMENT AGREEMENT EACH STATES THAT THE LAW OF TEXAS GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. LOCAL LAW MAY SUPERSEDE CERTAIN FRANCHISE AGREEMENT LAWS. YOU MAY WANT TO COMPARE THESE LAWS.
- 4. THE FRANCHISE AGREEMENT, THE MULTI-UNIT DEVELOPMENT AGREEMENT AND THE REGIONAL DEVELOPMENT AGREEMENT EACH REQUIRES A SUBSTANTIAL INVESTMENT AND A COMMITMENT OF TIME. ALL INVESTMENTS INVOLVE A DEGREE OF RISK.
- 5. FRANCHISOR CURRENTLY REQUIRES EACH OF ITS FRANCHISEES TO CONTRIBUTE AN ADDITIONAL 1% OF ITS GROSS REVENUES TO A NATIONAL ADVERTISING FUND. THIS MONTHLY CONTRIBUTION MAY BE INCREASED TO AN AMOUNT OF UP TO 2%. ADDITIONALLY, FRANCHISOR CURRENTLY REQUIRES EACH OF ITS FRANCHISEES TO PAY 2 ½ % OF ITS MONTLY GROSS REVENUES TOWARD ITS OWN LOCAL ADVERTISING. THIS MONTHLY REQUIREMENT MAY BE INCREASED TO AN AMOUNT OF UP TO 3%
- 6. IF YOU ARE A LEGAL ENTITY, WE REQUIRE YOUR PRINCIPALS TO EXECUTE A GUARANTY AGREEMENT, GUARANTYING OBLIGATIONS CONTAINED IN THE

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