

FRANCHISE DISCLOSURE DOCUMENT



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Marco's Franchising, LLC
 An Ohio Limited Liability Company
 5252 Monroe Street
 Toledo, Ohio 43623
 800 262 7267

www.marcos.com
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You will operate a Marco's Pizza® Store featuring the sale of various sizes and recipes of pizza for dine in, carryout and delivery Stores also sell, to a much lesser extent, secondary products such as chicken wings, salads, CheezyBread, sandwiches, desserts, and beverages Depending on your situation, you may not be required to sell these secondary products

The total investment necessary to begin operation of a Store ranges from \$222,830 to \$436,830 for a Store with limited seating, and from \$309,130 to \$663,830 for a Store with expanded seating This includes \$55,000 that must be paid to the franchisor or an affiliate

The total investment necessary to begin operation of a Special Venue Store ranges from \$149,592 to \$493,092 This includes the \$10,000 to \$35,000 that must be paid to the franchisor or an affiliate

If you sign a Development Agreement you will pay us a development fee in the amount of \$5,000 for each Store that you agree to develop (minimum of two) under that agreement, which will be credited toward your initial franchise fees, as described in this disclosure document

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 for you To discuss the availability of disclosures in different formats, contact Debbie Allen, our Director of Corporate Compliance, at 5252 Monroe Street, Toledo, Ohio 43623 (800 262 7267)

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, D C 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 April 17, 2017 as amended October 30, 2017

MARCO'S PIZZA®

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 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 AND DEVELOPMENT AGREEMENTS REQUIRE YOU TO RESOLVE DISPUTES WITH US BY MEDIATION AND LITIGATION ONLY IN TOLEDO, LUCAS COUNTY, OHIO. OUT-OF-STATE MEDIATION OR LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO MEDIATE OR LITIGATE WITH US IN OHIO THAN IN YOUR OWN STATE.
- 2 THE FRANCHISE AND DEVELOPMENT AGREEMENTS STATE THAT OHIO 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 THE FRANCHISOR WILL TAKE A SECURITY INTEREST IN ALL OF THE ASSETS OF THE FRANCHISED STORE TO SECURE PAYMENT OF ALL FEES OWED BY THE FRANCHISEE TO THE FRANCHISOR AND AFFILIATES.
- 44 THE TERRITORY IS NOT EXCLUSIVE. YOU MAY FACE COMPETITION FROM OTHER FRANCHISEES, FROM FRANCHISOR OWNED OUTLETS OR FROM OTHER CHANNELS OF DISTRIBUTION OR COMPETITIVE BRANDS. FRANCHISOR CONTROLS.
- 5 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 on the franchise.

Effective Date See the next 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

STATES	EFFECTIVE DATE
California	
Illinois	
Indiana	
Maryland	
Michigan	April 17, 2017
Minnesota	
New York	
North Dakota	
South Dakota	
Virginia	
Washington	
Wisconsin	

In all other states, the effective date of this disclosure document is the issuance date April 17, 2017 as amended October 30, 2017

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