

## FRANCHISE DISCLOSURE DOCUMENT



S2YD Franchising, LLC a Florida limited liability company 3913 Medical Parkway, Suite 200, Austin, Texas 78756 Telephone: (512) 323-0206 E-mail: <u>llevine@mrdelivery.com</u> Website: <u>www.mrdelivery.com</u>

The franchise is for the establishment and operation of a business that provides for the delivery of prepared food and other goods and services to residential and commercial customers who are located within a specified geographic area under the Mr. Delivery name (a "**Mr. Delivery Business**" or the "**Franchised Business**").

The total investment necessary to begin operation of a new Mr. Delivery Business is between \$62,200 to \$63,700; for a conversion Mr. Delivery Business, it is \$47,200 to \$48,700. This amount includes an initial franchise fee of \$15,000.00 that must be paid to us or our affiliate for a new Mr. Delivery franchise. The initial franchise fee is waived for a conversion Mr. Delivery franchise.

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 Laurence Levine or Jason Moldoff at S2YD Franchising, LLC, 3913 Medical Parkway, Suite 200, Austin, Texas 78756 (tel – 512.323.0206) (e-mail – Ilevine@mrdelivery.com).

The terms of your contract will govern your franchise relationship. Do not 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.



The issuance date of this Franchise Disclosure Document is April 30, 2017.

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## 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 C 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:

- <sup>\*</sup>1. THE FRANCHISE AGREEMENT PERMITS THE FRANCHISEE TO LITIGATE AND MEDIATE ONLY IN TEXAS. OUT OF STATE LITIGATION OR MEDIATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST MORE TO LITIGATE OR MEDIATE WITH THE FRANCHISOR IN TEXAS THAN IN YOUR HOME STATE.
- <sup>\*</sup>2. THE FRANCHISE AGREEMENT STATES THAT THE LAW OF TEXAS GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
- 3. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

<sup>\*</sup> Local law may supersede these franchise agreement provisions. Certain states require the superseding provisions to appear in an addendum in this Disclosure Document (see Exhibits H and I).

Effective Date: See the next page for state effective dates.

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