

**FRANCHISE DISCLOSURE DOCUMENT**  
**NEKTER FRANCHISE, INC.**

1800 Carnegie Ave.

Santa Ana, CA 92705

Telephone: 949-660-0065

Email: [franchise@nekte Juicebar.com](mailto:franchise@nekte Juicebar.com)

Web site: [www.nekte Juicebar.com](http://www.nekte Juicebar.com)

DEPARTMENT OF CORPORATIONS  
RECEIVED LOS ANGELES OFFICE

JUL 30 2012



We offer you the right to operate a Nekter Juice Bar franchise outlet that offers smoothies, juices, specialty drinks, acai bowls and cleanses in a contemporary and friendly environment

The total investment necessary to begin operation of a single unit franchise is approximately \$155,755 to \$241,900 This includes \$35,000 that must be paid to us or our affiliates

The total investment necessary to begin operation of an area development franchise is approximately \$165,755 to \$255,900 This includes \$10,000 that must be paid to us or our affiliates as deposits

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English Read 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 Steve Schulze at 1800 Carnegie Ave, Santa Ana, CA 92705, or by phone at 949-660-0065, or by email at [franchise@nekte Juicebar.com](mailto:franchise@nekte Juicebar.com)

The terms of your contract will govern your franchise relationship Don't rely on this 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, D C 20580 You can also visit the FTC's home page at [www.ftc.gov](http://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 for states not requiring franchise registration or filing July 27, 2012

Nekter Juice Bar FDD 07 2012

## 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 OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.

Call the state franchise administrator listed in **Exhibit I** 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. CALIFORNIA 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 CALIFORNIA THAN IN YOUR OWN STATE.
- 2 THE FRANCHISE AGREEMENT REQUIRES THAT THE LAWS OF CALIFORNIA GOVERN 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.

**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 make sure to do your own investigation of the franchise.**

**Effective Date** The effective date for specific registration states is noted in the following page titled State Effective Dates. The issuance date is July 27, 2012 which is not the same as the 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

STATE	EFFECTIVE DATE	ANNIVERSARY DATE
California		
Hawaii		
Illinois		
Indiana		
Maryland		
Michigan		
Minnesota		
New York		
North Dakota		
Rhode Island		
South Dakota		
Virginia		
Washington		
Wisconsin		

In all the other states, the effective date of this Franchise Disclosure Document is the same as the issuance date of July 27, 2012

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