

**FRANCHISE DISCLOSURE DOCUMENT****NIKKO FRANCHISE INC.****dba Nikko**

A California Corporation  
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(562) 941-6080

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As a Nikko franchisee, you will operate a single retail food location (selling authorized products) as a separate department within a supermarket, grocery store, or other facility (such as a university or corporate building) that is owned by a third party.

The total investment necessary to begin operation of a Nikko franchised business is \$35,000 to \$50,000. This includes \$21,000 to \$29,000 that must be paid to the franchisor or its affiliates.

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 relating to 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 Tomohiro Matano at Nikko Franchise Inc., 13168 Sandoval Street, Santa Fe Springs, California 90670; telephone (562) 941-6080.

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, such as 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 homepage 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.

Issued: **February 14, 2019 (amended September 27, 2019).**

**IN**

## STATE COVER PAGE

Your state may have a franchise law that requires a franchisor to register or file with the 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 E 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:

WE WERE FORMED ON APRIL 2, 2018, AND WE HAVE A LIMITED OPERATING HISTORY. YOU MAY WANT TO CONSIDER THIS WHEN DECIDING WHETHER TO PURCHASE THIS FRANCHISE OPPORTUNITY.

IN ACCORDANCE WITH A WRITTEN AGREEMENT BETWEEN THE FRANCHISOR AND THE HOST STORE IN WHICH YOUR OUTLET IS LOCATED, YOUR FRANCHISE OUTLET MAY BE SUBJECT TO EARLY TERMINATION BY UNILATERAL ACTION OF THE HOST STORE.

THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY ARBITRATION, LITIGATION OR MEDIATION ONLY IN CALIFORNIA. OUT OF STATE ARBITRATION, LITIGATION OR MEDIATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST MORE TO ARBITRATE WITH US IN CALIFORNIA THAN IN YOUR HOME STATE.

THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

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

## STATE EFFECTIVE DATES

Some states require that the franchise be registered with the state, or be exempt from registration, before franchise offers or sales may be made. The current franchise registration or exemption status of the franchise in these states is as follows:

California	January 24, 2019
Connecticut	Not registered
Florida	August 22, 2019
Hawaii	Not registered
Illinois	Not registered
Indiana	pending
Kentucky	October 10, 2018
Maryland	Not registered
Michigan	pending
Minnesota	Not registered
Nebraska	Not registered
New York	Not registered
North Dakota	Not registered
Rhode Island	Not registered
South Dakota	Not registered
Texas	Not registered
Utah	Not registered
Virginia	Not registered
Washington	Not registered
Wisconsin	Not registered

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