

FRANCHISE DISCLOSURE DOCUMENT

FOR



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The NOLA Ice Franchise Group,
a division of Caulfield Holdings, Inc.
284 Huntington Parc Cir
Birmingham, Alabama 35226
205-381-7869

Email: Snoballs@NOLA-Ice.com

Please visit our website at www.NOLA-Ice.com

The NOLA Ice Franchise Group (“we” or “us”) is offering franchises, individually under a Franchise Agreement and in multiple units under a Development Rights Rider to the Franchise Agreement. The Franchise offered is for the operation of a NOLA Ice™ business, including the operation of a NOLA Ice™ truck, cart, or trailer involving the sale of flavored shaved ice and related products.

The total investment necessary to begin the operation of a NOLA Ice franchised business is \$25,000 to \$75,000. This includes all monies that must be paid to the Franchisor or its affiliate(s).

This disclosure document summarizes certain provisions 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 Licensor 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, please contact our NOLA Ice Team, 284 Huntington Parc Circle, Birmingham, AL 35226 205-381-7869, and someone will gladly help you.

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 a business advisor, such as a lawyer or an accountant.

Buying a franchise and/or entering into a franchising agreement 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. Or just visit the oracle, Google, or any other preferred Internet search engine for additional information on franchising and licensing. There may also be laws on franchising in your state. Ask your state agencies about them.

STATE COVER PAGE

Your state may have a Franchise law that requires a franchisor or franchisee to register to 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 FRANCHISEE OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.**

MANY FRANCHISE AND 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 OR 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 or enter into a licensing agreement:

1. THE FRANCHISE/FRANCHISE AGREEMENT PERMITS THE FRANCHISEE OR FRANCHISEE TO ARBITRATE OR SUE ONLY IN THE STATE OF ALABAMA. OUT OF STATE ARBITRATION OR LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST MORE TO ARBITRATE OR TO SUE NOLA ICE, LLC IN ALABAMA THAN IN YOUR HOME STATE.
2. THE FRANSHISE AGREEMENT STATES THAT ALABAMA LAW GOVERNS THE AGREEMENT AND THAT THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
3. THE FRANCHISE AGREEMENT PERMITS US AND OUR AFFILIATES TO ESTABLISH OTHER FRANCHISED OR COMPANY-OWNED LOCATIONS AT ANY LOCATION OTHER THAN YOUR FRANCHISED LOCATION, TO SELL OR DISTRIBUTE ANY PRODUCT OR SERVICE TO THE GENERAL PUBLIC, OR TO ESTABLISH OTHER CHANNELS OF DISTRIBUTION WHICH MAY COMPETE WITH YOUR FRANCHISE.
4. IF YOU ARE AN ENTITY, WE WILL REQUIRE EACH OTHER WITH A 25% OR MORE INTEREST IN THE ENTITY TO SIGN A FUARANTY AND ASSUMPTION OF FRANCHISEE'S OBLIGATIONS CAUSING THE OWNER TO BECOME INDIVIDUALLY LIABLE FOR ALL OBLIGATONS OF THE FRANCHISEE AND BOUND BY THE RESTRICTIVE COVENANTS, CONFIDENTIALITY PROVISIONS, AND INDEMNIFICATION PROVISIONS OF THE FRANCHISE AGREEMENT. WE MAY ALSO REQUIRE THE SPOUSE OF SUCH OWNER TO CONSENT TO THE GUARANTY, WHICH PLACES THE SPOUSE'S MARITAL ASSETS AT RISKS.
5. IF THE FRANCHISE AGREEMENT IS TERMINATED BECAUSE OF YOUR DEFAULT, YOU WILL BE LIABLE TO US FOR A LUMP SUM AMOUNT EQUAL TOTAL AMOUNT THAT WOULD BE COME DUE FOLLOWING THE TERMINATION OF THE FRANCHISE AGREEMENT FOR THE PERIOD THE FRANCHISE AGREEMENT WOULD HAVE REMAINED IN EFFECT BUT FOR YOUR DEFAULT.

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