

FRANCHISE DISCLOSURE DOCUMENT



DEPARTMENT OF CORPORATIONS
RECEIVED LOS ANGELES OFFICE

APR 12 2012

Assisi USA LLC
a Nevada limited liability company
123 W Nye Lane #129
Carson City, Nevada 89706
206-285-0517
www.oilandvinegarusa.com
[franchiseinfo@oilandvinegarusa.com]

You, the franchisee, will operate 1 shop, offering an international assortment of culinary gift articles, consisting of packaged food and non-food products to the public using the "Oil & Vinegar" name and business system

The total investment necessary to begin operation of a single "Oil & Vinegar" shop ("Shop") is between \$202,300 and \$356,600. This includes \$45,000 to \$65,000 that must be paid to the franchisor or its affiliate. This also includes an Initial Franchise Fee of \$25,000 paid to us upon signing a Franchise Agreement. If you want to obtain rights to open multiple Shops pursuant to a Multi-Unit Franchise Agreement, you will pay the franchisor a Multi-unit Rights Fee of \$10,000 for the second Shop, and \$5,000 for a third and each additional Shop you must open and operate when you sign the Multi-Unit Franchise Agreement.

The total investment necessary to become a Regional Developer will be the same as the cost to open and operate a single Shop, plus a Development Rights Fee equivalent to \$10,000 per additional Shop you must develop within the Development Region, which must be paid to the franchisor. The Development Rights Fee is due upon signing the Regional Development Agreement.

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 with the proposed franchise sale or grant. **Note, however, that no government agency has verified the information contained in this document.**

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 "Buying a Franchise: A Consumer Guide," 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.

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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.

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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 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 LITIGATION ONLY IN CARSON CITY, NEVADA. OUT OF STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT ALSO MAY COST MORE TO LITIGATE WITH US IN NEVADA THAN IN YOUR OWN STATE.

2. THE FRANCHISE AGREEMENT STATES THAT NEVADA LAW GOVERNS THE INTERPRETATION OF THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.

3. REGIONAL DEVELOPERS ARE NOT A PARTY TO THE CONTRACT. FRANCHISOR IS LIABLE FOR ANY AND ALL ACTIONS OF THE REGIONAL DEVELOPER.

4. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

We may use the services of 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 of the franchise.

The Effective Date for this Franchise Disclosure Document is _____, or as listed on the next page for your State.

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