

Franchise Disclosure Document

OLIVETO ITALIAN BISTRO

Oliveto Franchise LLC
An Oklahoma Limited Liability Company
4441 South 72nd East Avenue
Tulsa, Oklahoma 74145
(918) 663-8880
mlong@mazzios.com
www.mazzios.com



The developer/franchisee will offer limited restaurant services featuring pizza and pasta.

The total initial investment necessary to begin operation of an Oliveto Restaurant ranges from \$1,104,315 to \$1,622,000. This includes \$50,000 that must be paid to the franchisor. You may pay more if you agree to develop multiple Restaurants.

We also offer to qualified individuals and entities the opportunity to become our Development Agent within a specific geographical area. A Development Agent will act as our agent in a specific territory, solicit new franchisees, assist existing franchisees, and conduct inspections of Restaurants in the territory, among other things. A Development Agent will be required to pay a Development Agent Rights fee equal to \$50,000 for the first restaurant to be developed plus \$25,000 for each additional restaurant to be developed under the Development Agent Agreement. The estimated initial investment will vary based on the number of restaurants to be developed. A Development Agent must open and operate at least one restaurant, and a Development Agent will share in some of the fees paid to us.

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 payments to, the franchisor or an affiliate in connection with 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. Options are hard copy, CD Rom or e-mail via download from a website. To discuss the availability of disclosures in different formats, contact Mark Long at 4441 S. 72nd E. Avenue; Tulsa, OK 74145 or (918) 663-8880.

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 to 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 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 of this Franchise Disclosure Document: April 24, 2014

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 B 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, DEVELOPMENT AGREEMENT AND DEVELOPMENT AGENT AGREEMENT REQUIRE YOU TO RESOLVE DISPUTES WITH US BY ARBITRATION OR LITIGATION ONLY IN TULSA, OKLAHOMA. OUT-OF-STATE ARBITRATION OR LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO ARBITRATE OR LITIGATE WITH US IN TULSA, OKLAHOMA THAN IN YOUR OWN STATE.
2. THE FRANCHISE AGREEMENT, DEVELOPMENT AGREEMENT AND DEVELOPMENT AGENT AGREEMENT REQUIRE THAT OKLAHOMA LAW 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. THE DEVELOPMENT AGENT WILL NOT RECEIVE THE REQUIRED 50% OF THE INITIAL FRANCHISE FEE FROM THE SALE OF EACH FRANCHISE UNTIL THE FRANCHISOR HAS A POSITIVE STOCKHOLDER'S EQUITY.
4. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

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

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