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PIZZAPI314, INC.

FRANCHISE DISCLOSURE DOCUMENT

(REGIONAL FRANCHISE PROGRAM)

FRANCHISE DISCLOSURE DOCUMENT

REGIONAL DEVELOPMENT

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PIZZAPI314, INC
A Delaware Corporation
37000 Grand River Ave , Ste 350
Farmington Hills, Michigan 48335
Tel 586-435-5455
www PieQpizza.com

This Franchise Disclosure Document (“FDD”) describes the “**PIE Q**” Regional franchise concept, a carry-out and delivery retail restaurant that will specialize in offering gluten free, low carbohydrate pizza through a superior protein design system, as well as salads, drinks, desserts and related items. As a Regional Developer, you will own and operate at least one (1) Pie Q restaurant and will recruit and support Pie Q franchisees in your Regional Territory.

The total investment necessary to begin operation of a Pie Q Regional Development Franchise ranges from \$117,500 to \$719,000 and includes 100% of the initial franchise fee for the first restaurant to be opened, plus a deposit of 50% of the reduced initial franchise fee for each additional restaurant to be established under the Development Agreement. The total investment necessary will vary based on the number of restaurants to be opened, but a minimum commitment of five (5) restaurants is necessary to become a Regional Developer.

(1) 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 in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

(2) You may wish to receive this disclosure document in electronic format. To discuss the availability of disclosure in different formats contact Brian Parker at (586-435-5455) or by email at bparker@PieQpizza.com.

(3) 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, like a lawyer or an accountant.

(4) 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, N W , Washington, D C 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.

(5) 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 M 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 REGIONAL DEVELOPMENT AGREEMENT AND FRANCHISE AGREEMENT REQUIRE YOU TO RESOLVE DISPUTES WITH US BY LITIGATION OR ARBITRATION ONLY IN MICHIGAN. OUT-OF-STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO LITIGATE WITH US IN MICHIGAN THAN IN YOUR OWN STATE.**
- 2 THE REGIONAL DEVELOPMENT AGREEMENT AND FRANCHISE AGREEMENT STATE THAT MICHIGAN 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 THERE MAY BE OTHER RISK FACTORS 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.

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