

## FRANCHISE DISCLOSURE DOCUMENT

Pincho Factory Franchise, LLC  
(A Florida limited liability company)  
95 Merrick Way, Suite 500  
Coral Gables, Florida 33134  
(204) 560-2990  
[www.pinchofactory.com](http://www.pinchofactory.com)

# PINCHO

Pincho Factory Franchise, LLC (“Franchisor”) offers franchises for the operation of a fast casual gastro-pub restaurant that offers a variety of fresh and creative all American and Latin American influenced hamburgers, hot dogs, chicken sandwiches, skewers, pita wraps, rice bowls and salads, as well as other products. PINCHO Restaurants offer on-premises dining and carry-out.

The total investment necessary to begin operation of a PINCHO franchise under a franchise agreement is \$463,055 - \$655,500. This includes \$30,000 that must be paid to the Franchisor or affiliate. The total investment necessary to begin operation of a PINCHO franchise for the first restaurant if you sign an Area Development Agreement, which requires a minimum development of 3 PINCHO Restaurants, is \$523,055 - \$715,500. This includes \$90,000 that must be paid to the Franchisor or affiliate. If you and we agree to the development of more than 3 PINCHO Restaurants, then your initial total investment for the first restaurant will increase by the number of additional Restaurants to be opened under the Area Development Agreement, multiplied by \$30,000.

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 or grant. **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 disclosure in different formats, contact Jayson Tipp, 95 Merrick Way, Suite 500, Coral Gables, Florida 33134 and (204) 560-2990.

The terms of your contract will govern your franchise relationship. Don't 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 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, D.C. 20580. You can also visit the FTC’s home page at [www.ftc.gov](http://www.ftc.gov) for additional information on franchising.

There may also be laws on franchising in your state. Ask your state agencies about them.

Issuance Date: May 2, 2019.

## 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 A 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 AND AREA DEVELOPMENT AGREEMENT REQUIRE YOU TO RESOLVE DISPUTES WITH PINCHO FACTORY FRANCHISE, LLC BY ARBITRATION ONLY IN MIAMI, FLORIDA. OUT-OF-STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO LITIGATE WITH PINCHO FACTORY FRANCHISE, LLC IN FLORIDA THAN IN YOUR OWN STATE.
2. THE FRANCHISE AGREEMENT AND AREA DEVELOPMENT AGREEMENT STATE THAT FLORIDA LAW GOVERNS THE AGREEMENTS, 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 RISKS 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 be sure to do your own investigation of the franchise.

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

## STATE EFFECTIVE DATES

The following states require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.

This Franchise Disclosure Document is registered, on file or exempt from registration in the following states having franchise registration and disclosure (or business opportunity) laws, with the following effective dates:

Registered:

Illinois	_____
Indiana	_____
Maryland	_____
Minnesota	_____
Virginia	_____

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