

FRANCHISE DISCLOSURE DOCUMENT

Roll Masters

Sushi Studio

SBP INTERNATIONAL, INC.

a New York Corporation

701 39th Street, First Floor

Brooklyn, New York 11232

(929) 305-6970

SBPInternationalInc@gmail.com

The franchisor is SBP International, Inc. (“franchisor”, “we”, or “us”). We offer franchise agreements to operate sushi bars located within a section of a supermarket, grocery store, hospital cafeteria, college cafeteria, office building, or other host facility that is owned by a third party. The third party host facility is responsible for customer check-out and collection of customer money. The third party host facility gives an agreed percentage of the customer sales proceeds to us and to you. Our sushi bars operate using a uniform and proprietary system, with a distinctive arrangement and décor, and a uniform menu selection of sushi products.

The total investment necessary to begin operation of a new franchise is \$32,470 to \$233,250. This includes \$9,870 to \$79,300 that must be paid to us or our affiliates.

After you have opened your sushi bar, we may require you to operate an additional satellite “grab and go” location, such a grocery store, gas station, service plaza, college campus, or other satellite host facility, where you must stock and offer sushi products that are prepared at your original sushi bar location. The total investment necessary to begin operation of the satellite “grab and go” location is \$3,600 to \$13,000. This includes \$3,000 to \$10,000 that must be paid to us or our affiliates.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all 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 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 to you. To discuss the availability of disclosures in different formats, contact SBP International, Inc., at 701 39th Street, First Floor, Brooklyn, NY 11232, or at SBPInternationalInc@gmail.com or (929) 305-6970.

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 A Consumer’s 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 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.

The issuance date of this disclosure document is March 15, 2017.

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 SPECIAL RISK FACTORS before you buy this franchise:

1. THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY MEDIATION AND/OR ARBITRATION ONLY IN NEW YORK. OUT-OF-STATE MEDIATION OR ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO MEDIATE OR ARBITRATE WITH US IN NEW YORK THAN IN YOUR OWN STATE. LOCAL LAW MAY SUPERSEDE THIS REQUIREMENT IN YOUR STATE.
2. THE FRANCHISE AGREEMENT STATES THAT NEW YORK LAW GOVERNS THE AGREEMENT, AND NEW YORK LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
3. THE FRANCHISED BUSINESS WILL BE LOCATED IN GROCERY STORES, SUPERMARKETS, HOSPITALS, AND OTHER HOST FACILITIES THAT ARE OWNED, LEASED, AND/OR OPERATED BY THIRD-PARTIES. THE OWNER OF THE HOST FACILITY HAS ENTERED INTO AN AGREEMENT WITH US OR OUR AFFILIATE SR FUSION PRODUCTIONS, INC. TO PROVIDE SUSHI PRODUCTS IN THE HOST FACILITY UNDER CERTAIN TERMS AND CONDITIONS. THE HOST FACILITY MAY HAVE THE RIGHT TO TERMINATE THEIR AGREEMENT WITH US OR OUR AFFILIATE UNDER CERTAIN CONDITIONS, WHICH MAY RESULT IN THE TERMINATION OF YOUR FRANCHISE AGREEMENT.
4. AT THE TIME WE ENTER INTO THE FRANCHISE AGREEMENT WITH YOU, WE WILL DESIGNATE YOUR PLANNED LOCATION. IT IS POSSIBLE THAT, AT THE TIME YOU ENTER INTO THE FRANCHISE AGREEMENT, WE HAVE NOT YET FINALIZED OUR AGREEMENT WITH THE PLANNED HOST FACILITY. IF WE ARE UNABLE TO FINALIZE OUR AGREEMENT WITH THE HOST FACILITY FOR ANY REASON THAT IS NOT YOUR FAULT, THEN WE CAN OFFER YOU A DIFFERENT LOCATION AT A SIMILAR FACILITY. IF WE DO NOT OFFER YOU A DIFFERENT

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