

FRANCHISE DISCLOSURE DOCUMENT



ROLY POLY FRANCHISE SYSTEMS, LLC
(a Georgia limited liability company)
13 Emerald Drive
Key West, Florida 33040
(305) 296-7631
www.rolypoly.com
rolypolyhq@aol.com

You will operate a Unit offering rolled sandwiches and other food and beverage products on an eat-in, take-out and delivery basis.

The total investment necessary to begin operation of a franchised unit ranges from \$106,550 to \$226,700. This includes \$25,000 that must be paid to us or an affiliate.

The total investment for a developer who signs an Area Development Agreement will be higher, depending on the number of units included in the Area Development Agreement (minimum of 2 to sign an Area Development Agreement). The development fee is equal to \$7,500 times the number of Units a developer will develop under the Area 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 in connection with the proposed franchise sale. **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 disclosures in different formats, contact Julie Reid in our franchise administration department at (305) 296-7631.

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 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 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 THAT ALL DISAGREEMENTS BE SETTLED BY ARBITRATION IN FLORIDA. OUT OF STATE ARBITRATION MAY COST YOU MORE THAN ARBITRATING IN YOUR HOME STATE AND MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT. HOWEVER, TO THE EXTENT LOCAL LAW REQUIRES, YOU MAY HAVE CERTAIN RIGHTS UNDER THIS LAW. PLEASE SEE ANY REQUIREMENTS OF LOCAL LAW IN EXHIBIT K (STATE ADDENDA).
2. THE FRANCHISE AGREEMENT STATES THAT FLORIDA 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. HOWEVER, PLEASE SEE ANY REQUIREMENTS OF LOCAL LAW IN EXHIBIT K (STATE ADDENDA).
3. YOU WILL NOT RECEIVE AN EXCLUSIVE DELIVERY AREA UNDER YOUR FRANCHISE AGREEMENT. YOUR DELIVERY AREA WILL NOT INCLUDE PARKS, AS DESCRIBED IN ITEM 12. THE FRANCHISOR RESERVES THE RIGHT TO (1) OFFER ROLY POLY ROLLED SANDWICHES THROUGH ALTERNATIVE DISTRIBUTION CHANNELS INSIDE YOUR DELIVERY AREA, AND (2) EXPLOIT COMMERCIAL OPPORTUNITIES IN PARKS, INCLUDING BY LICENSING THESE RIGHTS TO THIRD PARTIES.
4. 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.

State registration effective dates are listed on the following State Registrations Page.

**ROLY POLY FRANCHISE SYSTEMS, INC.
STATE REGISTRATIONS PAGE**

This Disclosure Document is registered, on file, exempt from registration, or otherwise effective in the following states with franchise registration and disclosure laws:

STATE	EFFECTIVE DATE
California	
Illinois	
Indiana	
Maryland	
Michigan	
New York	
Rhode Island	
Utah	
Virginia	
Washington	
Wisconsin	

This Disclosure Document is also for use only in the following states without franchise registration laws:

Alabama, Alaska, Arizona, Arkansas, Colorado, Connecticut, Delaware, Florida, Georgia, Idaho, Iowa, Kansas, Kentucky, Maine, Massachusetts, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, North Carolina, Ohio, Oklahoma, Oregon, Pennsylvania, South Carolina, Tennessee, Texas, Vermont, Washington, D.C., West Virginia and Wyoming

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