

## DEPARTMENT OF CORPORATIONS RECEIVED LOS ANGELES OFFICE

## JUN 1 4 2012

# FRANCHISE DISCLOSURE DOCUMENT



Savory Franchising Team, LLC a Colorado limited liability company 1805 E 58th Avenue, Unit C Denver, Colorado 80216 (303) 297-1833 (Telephone) (303) 297-1888 (Facsimile)

franchise@savoryspiceshop.com www.savoryspiceshop.com

Savory Spice Shop businesses offer a variety of seasonings and spices, original blends, extracts, sauces, spice ware and gift sets under the trademark "Savory Spice Shop" and related trademarks and service in a high end retail environment

The total investment necessary to begin operation of our standard Savory Spice Shop franchise is between \$187,386 to \$309,653, including between \$47,675 to \$72,000 that must be paid to the franchisor. We also offer Savory Spice Shop franchises that operate in larger retail spaces with expanded storage. The total investment necessary to begin operation of a larger Savory Spice Shop is between \$215,011 to \$354,153, including between \$58,300 to \$84,500 that must be paid to the franchisor. We also offer to those franchisees that qualify the right to operate a Savory Spice Stop franchise which operates in a smaller retail space and offers a limited selection of Savory Spice Shop products under the Savory Spice Stop name. The total investment necessary to begin operation of a Savory Spice Stop franchise is between \$141,011 to \$255,653, including between \$35,800 to \$59,500 that must be paid to the franchisor.

The 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 fourteen (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 Joe Cohen at 1805 E 58th Avenue, Unit C, Denver, Colorado 80216 and (303) 297-1833

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 for additional information Call your state agency or visit your public library for other sources of information on franchising

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

## The Issuance Date April 30, 2012





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 laws, with the following effective dates:

	PENDING
Calıfornıa	
	NOT REGISTERED
Hawan	
	Aprıl 30, 2012
Illinois	
Т 1•	NOT REGISTERED
Indiana	
Manuland	NOT REGISTERED
Maryland	
Michigan	May 1, 2012
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Minnesota	May 13, 2012
New York	
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North Dakota	
Rhode Island	NOT REGISTERED
Riloue Island	
South Dakota	NOT REGISTERED
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Virginia	
	May 13, 2012
Washington	1710 10, 2012
	NOT REGISTERED
Wisconsin	

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THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE **VOID AND CANNOT BE ENFORCED AGAINST YOU.** 

Each of the following provisions is void and unenforceable if contained in any documents relating to a franchise

(a) A prohibition on the right of a franchisee to join an association of franchisees

(b) A requirement that the franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims

(c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its terms except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure

(d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation This subsection applies only if (i) the term of the franchise is less than 5 years and (11) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise

(e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type or under similar circumstances. This section does not require a renewal provision

(f) A provision requiring that arbitration or litigation be conducted outside this state This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state

(g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise Good cause shall include, but is not limited to

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