

FRANCHISE DISCLOSURE DOCUMENT



Scooter's Coffee, LLC, is offering franchises for the right to operate a quick service coffee store, offering drive-through, carry-out and in-store seating service of espresso drinks, smoothies, baked goods, and other items under the service mark "SCOOTER'S COFFEE".

The total investment necessary to begin operation of a Type 1 (Drive-Thru Kiosk) SCOOTER'S COFFEE franchise is from \$345,000 to \$638,000. This includes \$90,000 to \$130,000 that must be paid to the franchisor or an affiliate. The total investment necessary to begin operation of a Type 2 (Drive-Thru Coffeehouse) SCOOTER'S COFFEE franchise is from \$331,000 to \$560,000. This includes \$90,000 to \$130,000 that must be paid to the franchisor or an affiliate.

The total investment necessary to begin operation under a Multiple Store Development Agreement is from \$356,000 and \$758,000, depending on the type and number of stores opened and the pace of development under the Multiple Store Development Agreement (this range is for the purchase of two to seven stores). This includes \$115,000 to \$250,000 that must be paid to the franchisor or an affiliate (this range is for the purchase of two to seven stores).

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 to you. To discuss the availability of disclosures in other formats, contact John Todd at Scooter's Coffee, LLC, 10500 Sapp Bros. Drive, Omaha, Nebraska 68138. Telephone: (402) 614-1723.

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

Issuance Date: April 22, 2019, as amended May 9, 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 MULTIPLE STORE DEVELOPMENT AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY LITIGATION AND ARBITRATION ONLY IN THE STATE OF NEBRASKA. OUT-OF-STATE LITIGATION AND ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO LITIGATE OR ARBITRATE WITH US IN THE STATE OF NEBRASKA THAN IN YOUR OWN STATE.
2. THE FRANCHISE AGREEMENT AND MULTIPLE STORE DEVELOPMENT AGREEMENT STATES THAT NEBRASKA 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 RISKS CONCERNING THIS FRANCHISE.

We 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 laws, with the following effective dates:

State	Effective Date
California	_____, 2019 (Pending)
Illinois	April 24, 2019, as amended May 10, 2019
Indiana	April 23, 2019, as amended May 9, 2019
Michigan	April 22, 2019, as amended May 9, 2019
Minnesota	_____, 2019 (Pending)
North Dakota	May 3, 2019, as amended _____
Rhode Island	June 26, 2019, as amended _____
South Dakota	April 24, 2019, as amended May 9, 2019
Virginia	_____, 2019 (Pending)
Wisconsin	April 23, 2019, as amended May 9, 2019

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