

FRANCHISE DISCLOSURE DOCUMENT



Bevintel, LLC
A Delaware Limited Liability Company
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www.Bevintel.com

The franchise offered is to operate a business offering auditing services for bars, nightclubs, restaurants and other hospitality establishments to monitor the loss of liquor, wine and beer due to theft, spillage, shrinkage and other factors and the sale of a proprietary monitoring system designed to help hospitality establishments serve consistently excellent draught beer, all under the trade name Bevintel and other names, marks and commercial symbols we designate.

The total investment necessary to begin operation of your franchise in a territory consisting of approximately 150 hospitality establishments ranges from \$43,400 to \$47,100. This includes \$39,900 that must be paid to the franchisor or its affiliate(s). The total investment necessary to begin operation of your franchise in a territory consisting of approximately 250 hospitality establishments ranges from \$53,400 to \$57,100. This includes \$49,900 that must be paid to the franchisor or its affiliate(s).

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 the 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 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 for you. To discuss the availability of disclosures in different formats, contact Vanessa De Caria at 515 Consumers Road, Suite 210, Toronto, Ontario, Canada M2J 4Z2 and (416) 490-6266.

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, 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.

Issuance Date of this Franchise Disclosure Document: April 18, 2013

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 G 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 YOU TO RESOLVE DISPUTES WITH US BY MEDIATION (AND, IF MEDIATION FAILS, ARBITRATION) IN THE COUNTY WHERE OUR HEADQUARTERS ARE THEN LOCATED. ANY LITIGATION MUST BE PURSUED IN THE COUNTY WHERE OUR HEADQUARTERS ARE THEN LOCATED. OUT-OF-STATE ARBITRATION AND LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO ARBITRATE AND LITIGATE WITH US IN THE COUNTY WHERE OUR SALES AND TRAINING HEADQUARTERS ARE THEN LOCATED THAN IN YOUR OWN STATE.
2. THE FRANCHISE AGREEMENT STATES THAT THE LAW OF THE STATE WHERE OUR HEADQUARTERS IS LOCATED GOVERNS, WHICH IS CURRENTLY KENTUCKY, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
3. PLEASE NOTE THAT AS OF DECEMBER 31, 2012, 69% OF BEVINTEL, LLC AND SUBSIDIARY'S TOTAL ASSETS ARE INTANGIBLE. YOU MAY WANT TO CONSIDER THIS WHEN MAKING A DECISION TO PURCHASE THIS FRANCHISE OPPORTUNITY.
4. WE ARE A NEW COMPANY WITH LIMITED FRANCHISE OPERATING HISTORY AND WE HAVE LIMITED FINANCIAL RESOURCES WHICH MIGHT NOT BE ADEQUATE TO FUND OUR PRE-OPENING OBLIGATIONS TO EACH FRANCHISEE AND PAY OPERATING EXPENSES.
5. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

We do not use the services of any franchise brokers or referral sources to assist us in selling our franchise.

Effective Date: See next page for state effective dates.

STATE EFFECTIVE DATES

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

California

Hawaii

Illinois

Indiana

Maryland

Michigan

Minnesota

New York

North Dakota

Rhode Island

South Dakota

Virginia

Washington

Wisconsin

In all other states, the effective date of this Franchise Disclosure Document is the issuance date of April 18, 2013.

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