

SMART COW FRANCHISING, LLC
FRANCHISE AND MULTI-UNIT DEVELOPMENT
FRANCHISE DISCLOSURE DOCUMENT



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SMART COW FRANCHISING, LLC
(a Colorado limited liability company)
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Smart Cow Franchising, LLC (“SCF”) is offering franchises for the operation of self-service frozen yogurt stores under the name Smart Cow Yogurt Bar, which stores offer premium frozen yogurt desserts, toppings, beverages and other frozen products.

The total investment necessary to begin operation of a Smart Cow Yogurt Bar ranges from \$306,500 to \$427,500. This includes between \$15,000 and \$25,000 that must be paid to the franchisor or its affiliates. SCF may offer to qualified candidates the right to develop multiple Smart Cow Yogurt Bars under the terms of a Multi-Unit Development Agreement. The total investment necessary to begin operation of a Smart Cow Yogurt Bar franchise with a Multi-Unit Development Agreement is estimated to range from \$306,500 to \$427,500, which is the cost to begin operations of your first Smart Cow Yogurt Bar, plus \$5,000 times each Smart Court Yogurt Bar to be developed under the Multi-Unit Development Agreement. This includes at least \$40,000 that must be paid to the franchisor or its affiliate.

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.**

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 Franchise 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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For use in: AL, AK, AZ, AR, CO, CT, DE, DC, GA, ID, IA, KS, KY, LA, ME, MA, MS, MO, MT, NE, NV, NH, NJ, NM, NC, OH, OK, OR, PA, SC, TN, TX, VT, WV, WI, WY, and U.S. TERRITORIES (see following pages for varying effective dates in certain states.)

NOT FOR USE CA, FL, HI, IL, IN, MD, MI, MN, NY, ND, RI, SD, UT, VA, or WA.

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 Attachment K 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 MULTI-UNIT DEVELOPMENT AGREEMENT EACH REQUIRES THE FRANCHISEE TO ARBITRATE OR LITIGATE ONLY IN COLORADO. OUT OF STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST MORE TO ARBITRATE WITH US IN COLORADO THAN IN YOUR HOME STATE.
- 2) EACH OF THE FRANCHISE AGREEMENT AND MULTI-UNIT DEVELOPMENT AGREEMENT STATES THAT COLORADO LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LAWS IN YOUR STATE. YOU MAY WANT TO COMPARE THESE LAWS.
- 3) 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.

Effective Dates for Registration States:

Wisconsin: _____

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