

### a. "FRANCHISE DISCLOSER DOCUMENT"

b. SMOKE SHOP FRANCHISORS, INC.
TOBACCO RETAIL
37 JOLIET STREET
DYER, INDIANA 46311
(219) 864-9806
smokingary@yahoo.com

#### c. BUSINESS TRADEMARK

#### OR

d. Smoke Shop Franchisors, Inc. is an Indiana for-profit corporation that maintains its principal place of business at 37 Joliet, Dyer, Indiana 46311. The corporation does business under that name, and its business is selling franchises. Smoke Shop Franchisors, Inc. is a corporation formed in 1998 under the laws of the State of Indiana. Its agent in Indiana authorized to received process is Gary D. Tapley.

## **SMOKE SHOP**

## **CIGARETTE OUTLET**



Smoke Shop Franchisors, Inc began business in June, 1998. Since its inception, Smoke Shop Franchisors, Inc. has been in the business of franchising smoke shops. It has granted no prior franchises for its business, and has granted no franchises in any other business.

# e. The total investment to be in the Smoke Shop Franchisor's, Inc. is:

franchisee's Initial Franchise Fee. The initial payment for a franchise is \$5,000.00 cash upon signing of the agreement, which fee will be applied exclusively as and for the initial fee and will not be applied to any future royalty payments to any future payments. The franchise fee is part of the Smoke Shop Franchisors, Inc.'s general operating revenues and is not designated for specific purposes. This payment is non-refundable. This is a 5 year contract that can be renewed for \$500.00 for an additional 5 years.

Royalty. Franchisee shall pay Franchisor a royalty in an amount equal to one percent (1%) of Franchisee's gross sales (not including sales tax) plus five cents per carton of cigarettes made from such premises each month during the term of this Agreement. Within thirty (30) days after the end of each month, Franchisee shall pay Franchisor the said royalty for such calendar month. "Gross Sales" is defined as all revenues received for sale of any and all items sold by the Franchisee, but not including



- sales tax. This royalty fee is in addition to any possible advertising assessment.
- (2.) 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.
- (3) 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 accountant.
- (4) Buying a franchise is a complex investment. The information in the 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 <a href="https://www.ftc.gov">www.ftc.gov</a> for additional information. Call your state agency or visit your

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