

**FRANCHISE DISCLOSURE DOCUMENT 2018 APR 18 PM 2 35**

Snowdays Franchise, LLC  
a Delaware limited liability company  
241 East 10th Street  
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The franchise described in this Disclosure Document is for the operation of a business that sells a frozen, shaved, organic cream confection under the "Snowdays Shaved Cream Co" brand. A Snowdays Shaved Cream Co store ("Store") offers a variety shaved cream flavors, such as our signature YETITRACKS™, NY Cheesecake, Roasted Black Sesame, Sweet Milk, Green Tea Matcha and vegan Coconut, as well as a wide selection of specialty toppings. During cold weather months, some Stores may offer a selection of warm beverages.

The total investment necessary to begin operation of a Snowdays Shaved Cream Co franchise is estimated to be between \$159,500.00 and \$348,700. This includes between \$42,000 and \$45,000 that must be paid to the franchisor and/or its affiliate, as appropriate.

If we offer, and you sign an agreement ("Multi-Unit Development Agreement") to open multiple Stores, you will pay a fee ("Development Fee") equal to the Initial Franchise Fee for your first Store, plus an amount equal to 50% of the Initial Franchise Fee for each Store after the first. Your total investment will vary, depending on the number of Stores scheduled to open under the Multi-Unit Development Agreement. If you open three stores your total investment will be \$201,500 to \$391,200. This includes \$80,000 that must be paid to the franchisor and/or its affiliate, as appropriate.

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 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, such as a PDF sent by email or in the form of a USB drive that is more convenient for you. To discuss the availability of disclosures in different formats, contact Tony Quach at 241 East 10th Street, New York, NY 10003 and 917-402-6408.

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](http://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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## 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 MULTI-UNIT DEVELOPMENT AGREEMENT REQUIRE YOU TO RESOLVE DISPUTES WITH US BY ARBITRATION ONLY IN NEW YORK OUT OF STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES IT MAY ALSO COST MORE TO MEDIATE AND ARBITRATE WITH US IN NEW YORK THAN IN YOUR OWN STATE
- 2 THE FRANCHISE AGREEMENT AND MULTI-UNIT DEVELOPMENT AGREEMENT STATE THAT NEW YORK LAW GOVERNS THE AGREEMENTS, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW YOU MAY WANT TO COMPARE THESE LAWS
- 3 THE FRANCHISOR IS AT AN EARLY STAGE OF DEVELOPMENT AND HAS A LIMITED OPERATING HISTORY THIS FRANCHISE COULD BE A HIGHER RISK INVESTMENT THAT A SYSTEM WITH A LONGER OPERATING HISTORY
- 4 THE FRANCHISEE WILL BE REQUIRED TO MAKE AN ESTIMATED INITIAL INVESTMENT RANGING FROM \$159,500.00 and \$348,700 THIS AMOUNT EXCEEDS THE FRANCHISOR'S MEMBERS EQUITY AS OF DECEMBER 31, 2017, WHICH IS \$29,384
- 5 THE TERRITORY IS NOT EXCLUSIVE YOU MAY FACE COMPETITION FROM OTHER FRANCHISEES, FROM FRANCHISOR OWNED OUTLETS OR FROM OTHER CHANNELS OF DISTRIBUTION OR COMPETITIVE BRANDS FRANCHISOR CONTROLS
- 6 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**

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