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Department of
Business Oversight

FRANCHISE DISCLOSURE DOCUMENT
(Single-Outlet Franchise and Area Development Rights)



Strickland's Marketing Corp
An Ohio Corporation
PO Box 1116
Cuyahoga Falls, OH 44223
(877) 620-4402
franchise@mystricklands.com
www.mystricklands.com

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The franchisee will operate one Stricklands® franchise store, which will make and sell ice cream, ice cream confections, other ice cream products and beverages. Subject to prior approval, you may also offer additional products which include no sugar added ice cream, sherbet, sorbet, frozen custard, frozen yogurt, some food items, candy, nuts and Stricklands® logoed apparel.

The total investment necessary to begin operation of a Franchised Business ranges from \$188,500 to \$315,000. This includes the franchise fee of \$25,000 paid to the franchisor, and \$30,000 to \$60,000 that must be paid to our affiliate for specialized equipment. If you sign an Area Development Agreement to open more than one franchise, the total investment necessary to begin operation is the amounts listed above plus an Area Development Fee of \$5,000 for each additional location you wish to develop.

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 for you. To discuss the availability of disclosures in different formats, contact L. Scott Margroff at PO Box 1116, Cuyahoga Falls, OH 44223 and (877) 620-4402.

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.

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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 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 D 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.

Risk Factors

- 1 THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY ARBITRATION OR LITIGATION ONLY IN OHIO. OUT-OF-STATE ARBITRATION OR LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO ARBITRATE OR LITIGATE WITH US IN OHIO THAN IN YOUR OWN STATE.
- 2 THE FRANCHISE AGREEMENT STATES THAT OHIO 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 THE TERRITORY GRANTED TO A FRANCHISEE IS NOT EXCLUSIVE BECAUSE THE FRANCHISOR RESERVES THE RIGHT TO SELL PRODUCTS THROUGH THE INTERNET, AT GROCERY OR CONVENIENCE STORES, AND AT PROFESSIONAL SEATING VENUES.
- 4 THE AREA DEVELOPMENT AGREEMENT CAN BE TERMINATED IF THE AREA DEVELOPER FAILS TO MEET THE DEVELOPMENT SCHEDULE OR IF A FRANCHISE IS TERMINATED.
- 5 THE FRANCHISE AGREEMENT CONTAINS PROVISIONS THAT LIMITS YOUR RIGHTS AND MAY NOT BE ENFORCEABLE IN CALIFORNIA, INCLUDING, BUT NOT LIMITED TO, A TIME PERIOD TO RAISE CLAIMS AGAINST THE FRANCHISOR, LIMITATION OF DAMAGES, AND WAIVER OF JURY TRIAL.
- 6 THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

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