

FRANCHISE DISCLOSURE DOCUMENT



SUSHIYAA Franchising, LLC,
a Texas Limited Liability Company
2639 Walnut Hill Lane, Suite 102
Dallas, TX 75229
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Email: info@SUSHIYAAFRANCHISING.com
URL: www.SUSHIYAAFRANCHISING.com

Our franchise involves a method for the operation, marketing, promotion, advertising and managing of retail stores offering sushi rolls and sushi rolls based products that are known as **SUSHIYAA** Stores (a “Store” or “Franchised Business”). These Stores provide a unique architectural and brand experience specializing in sushi rolls, as well as the Asian style hot foods such as tempura, rice, noodles, soup, salad and related products and services. **SUSHIYAA** provides the buffet concept, togo-by-weight concept or in both concepts.

The total investment necessary to begin operation of an **SUSHIYAA** Store ranges from \$258,250 to \$355,950. This includes the initial franchise fee of \$30,000. This initial franchise fee must be paid to us or our affiliates prior to opening. The initial franchise fee will be reduced to \$15,000 for the second store and to \$10,000 for the third store and beyond.

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, us or an affiliate of ours 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 to you. To discuss the availability of disclosures in different formats, contact Kevin Lee at 2639 Walnut Hill Lane, Suite 102, Dallas TX 75229, or by telephone at 1(844) 346-3922.

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read your entire 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.

The Issue Date of this disclosure document is April 19th, 2016.
This disclosure document has updated/revised May 25th, 2016.

STATE COVER PAGE

Your state may have a franchise law that requires a franchisor to register or file with a state franchise administration 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, about other franchisors, 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 A 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 WHATEVER TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW.

Please consider the following RISK FACTORS before you buy this franchise:

1. AT OUR OPTION, THE FRANCHISE AGREEMENT REQUIRE YOU TO RESOLVE DISPUTES WITH US BY MEDIATION AND/OR ARBITRATION ONLY IN DALLAS, TEXAS. OUT-OF-STATE MEDIATION AND ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO MEDIATE AND/OR ARBITRATE WITH US IN TEXAS THAN IN YOUR OWN STATE.
2. ANY DISPUTES WITH US NOT SUBJECT TO MEDIATION OR ARBITRATION MUST BE RESOLVED BY LITIGATION IN DALLAS, TEXAS. IT MAY COST YOU MORE TO LITIGATE WITH US IN TEXAS THAN IN YOUR OWN STATE.
3. THE FRANCHISE AGREEMENT STATES THAT TEXAS LAW GOVERNS THEM. THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.

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