

FRANCHISE DISCLOSURE DOCUMENT



TAPIOCA EXPRESS, INC 1908 Central Avenue South El Monte, California 91733 (626) 453-0777 Tapiocaexpress com

As a franchisee you will operate Tapioca Express beverage and food store. You will sell variations of tea products such as milk tea, flavored tea, and juice. In addition, you will sell contemporary drink products such as smoothies, and freshly made juice. Tapioca express stores will also feature cooked to order oriental snack items made with proprietary ingredients for customers. Tapioca Express stores will also sell coffee and other drink items to the customers.

The total investment necessary to begin operation of a Tapioca Express franchise is between \$135,388 and \$511,388 This includes the \$53,888 to \$64,888 that must be paid to the franchisor or its affiliates

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 government 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 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 be laws on franchising in your state Ask you state agencies about them

The issuance date is _____

Tapioca Express FDD 2013Page

Page 1



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

THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US FIRST BY MEDIATION, AND IF THAT PROCESS DOES NOT RESULT IN RESOLUTION, BY ARBITRATION MEDIATION MUST BE HELD IN SOUTH EL MONTE OR ELSEWHERE IN LOS ANGELES COUNTY, CALIFORNIA ARBITRATION MUST OCCUR IN CALIFORNIA OUT-OF-STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES IT MAY ALSO COST YOU MORE TO ARBITRATE WITH US IN CALIFORNIA THAN IN YOUR OWN STATE

THE FRANCHISE AGREEMENT STATES THAT CALIFORNIA 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

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

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF CORPORATIONS, ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF CORPORATIONS AT www.corp.ca.gov

THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE

Effective Date _____

Tapioca Express FDD 2013

Page 2



TABLE OF CONTENTS

| 1 | THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES | | ATES 5 |
|--------------------------------|---|---------------------------|----------------|
| 2 | BUSINESS EXPERIENCE | | 6 |
| 3 | LITIGATION | | 6 |
| 4 | BANKRUPTCY | | 6 |
| 5 | INITIAL FEES | | 6 |
| 6 | OTHER FEES | | 7 |
| 7 | ESTIMATED INITIAL INVESTMENT | | 9 |
| 8 | RESTRICTIONS ON SOURCES OF PRO | DUCTS AND SERVICES | 12 |
| 9 | FRANCHISEE'S OBLIGATIONS | | 13 |
| 10 | FINANCING | | 14 |
| 11 | FRANCHISOR'S ASSISTANCE, ADVER TRAINING | TISING, COMPUTER SYSTEMS, | AND 14 |
| 12 | TERRITORY | | 18 |
| 13 | TRADEMARKS | | 19 |
| 14 | PATENTS, COPYRIGHTS AND PROPR | ETARY INFORMATION | 20 |
| 15 | OBLIGATION TO PARTICIPATE IN THE OF THE FRANCHISE BUSINESS | ACTUAL OPERATION | 20 |
| 16 | RESTRICTIONS ON WHAT THE FRANC | CHISEE MAY SELL | 21 |
| -17 | RENEWAL, TERMINATION, TRANSFER | AND DISPUTE RESOLUTION | 21 |
| 18 | PUBLIC FIGURES | | 24 |
| 19 | FINANCIAL PERFORMANCE REPRESENTATIONS | | 24 |
| 20 | OUTLETS AND FRANCHISEE INFORM | ATION | 24 |
| 21 | FINANCIAL STATEMENTS | | (Exhibit G) 30 |
| Tapioca Express FDD 2013Page 3 | | | |

This is a document preview downloaded from FranchisePanda.com. The full document is available for free by visiting: https://franchisepanda.com/franchises/tapioca-express