

FRANCHISE DISCLOSURE DOCUMENT

Brass Tap Franchisor, LLC
a Delaware limited liability company
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**DEPARTMENT OF CORPORATIONS
RECEIVED LOS ANGELES OFFICE**

AUG 03 2012



Brass Tap Franchisor, LLC grants franchises for businesses which operate “The Brass Tap®” bars which are upscale beer bars offering 40 plus craft beers on tap, 300 varieties of imported, domestic and local craft beers, a large selection of fine wines and limited food offerings. If permitted by applicable law, the Brass Tap® bars also offer cigars and bottled beers for carry out from a package store. The Brass Tap® bars operate using the franchisor’s proprietary formulae, techniques, trade dress, trademarks, service marks, and business systems.

The total investment necessary to begin operation of one The Brass Tap franchise is \$324,100 – \$660,000. This includes \$35,000 that must be paid to the franchisor, plus \$17,500 for each additional Brass Tap franchise that you agree to develop under an Area Development Agreement.

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.**

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 James Walker at 5660 W Cypress Street, Suite A, Tampa, Florida 33607, (813)-226-2333, jwalkermobile@gmail.com

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 contracts 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 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 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 G 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 REQUIRES YOU TO RESOLVE DISPUTES WITH US BY MEDIATION AND LITIGATION ONLY IN FLORIDA. OUT-OF-STATE MEDIATION AND LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO MEDIATE OR LITIGATE WITH US IN FLORIDA THAN IN YOUR OWN STATE.

2 THE FRANCHISE AGREEMENT STATES THAT FLORIDA 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 SPOUSE(S) AND MEMBERS OF IMMEDIATE FAMILIES OF THE FRANCHISEE, THE FRANCHISE OFFICERS, DIRECTORS, PARTNERS, SHAREHOLDERS, AND FRANCHISE MANAGERS ARE BOUND BY THE CONFIDENTIALITY PROVISIONS AND COVENANTS NOT TO COMPETE EVEN IF SUCH SPOUSE(S) AND IMMEDIATE FAMILY MEMBER(S) ARE PROHIBITED FROM OWNING, OPERATING OR PERFORMING SERVICES FOR A COMPETING BUSINESS DURING AND AFTER THE TERM OF THE AGREEMENT.

4 THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

We 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.

Effective Date See next page for state effective dates.

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