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DEFARTMENT OF BUSINESS OVERSIGHT SAN FRANCISCO



## FRANCHISE DISCLOSURE DOCUMENT

The Buffalo Spot Global, LLC A California limited liability company 642 Palomar Street, Suite 406-131 Chula Vista, CA 91911 619 403 4248 ivan@thebuffalospot com www.thebuffalospot.com

The franchise will operate a casual dining restaurant business

The total investment necessary to begin operation of the Franchise \$246,015 -\$394,615 This includes the initial franchise fee of \$35,000 that must be paid to the Franchisor or Affiliate

This Disclosure Document summarizes certain provisions of your Franchise Agreement and other information, read it 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

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 and thoroughly before you sign it Show your contract and this Disclosure Document to a trusted advisor, such as a lawyer or accountant prior to signing

Buving 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 <u>A Consumer's Guide to Buying a Franchise</u>,' which can help you understand how to use this Disclosure Document is available from the Federal Trade Commission, (FTC) 600 Pennsvivania Avenue NW, Washington DC 20580 You can reach the FTC by phone at 1-877-FTC-HELP or online at <u>www ftc gov</u> for additional information. Your State agency or local library may also offer information on franchising

There may also be laws governing franchising in your state be sure to check with the appropriate agencies

You may wish to receive your Disclosure Document in another format more convenient for you Contact in that case Ivan Flores at 642 Palomar Street, Suite 406-131, Chula Vista CA 91911 and 619 403 4248 '

Issung Date March 21, 2016



## STATE COVER PAGE

Your state may have Franchise laws that require 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 CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE STATE OR THE STATE HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT** 

Call the state Franchise administrator listed in Attachment F 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 ANY DISPUTES WITH US BY ARBITRATION ONLY IN SAN DIEGO CALIFORNIA OUT OF STATE ARBITRATION MAY FORCE YOU TO ACEPT 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 GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW YOU MAY WANT TO COMPARE THESE LAWS

2 FRANCHISEE'S TERRITORY MAY BE INCREASED OR DECREASED IF THE POPULATION WITHIN THE TERRITORY CHANGES THE FRANCHISEE WILL NOT BE REQUIRED TO PAY AN ADDITIONAL FRANCHISE FEE IF THE TERRITORY IS EXPANDED AND WILL NOT BE OFFERED A REFUND IF THE TERRITORY IS REDUCED

THE FRANCHISOR HAS LIMITED FINANCIAL RESOURCES WHICH MIGHT NOT BE ADEQUATE TO FUND THE FRANCHISOR S PRE-OPENING OBLIGATIONS TO EACH FRANCHISEE AND PAY OPERATING EXPENSES

3 NEITHER THE FRANCHISOR NOR ITS PARENT COMPANY HAVE A FEDERAL REGISTRATION FOR THE PRINCIPAL TRADEMARK THEREFORE, THE TRADEMARK DOES NOT HAVE MANY LEGAL BENEFITS AND RIGHTS AS A FEDERALLY REGISTERED TRADEMARK IF OUR RIGHT TO USE THE TRADEMARK IS CHALLENGED YOU MAY HAVE TO CHANGE TO AN ALTERNATIVE TRADEMARK WHICH MAY INCREASE YOUR EXPENSES

4 THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE

NOTE THE AGREEMENT PROVISIONS REFERRED TO IN THE RISK FACTORS MAY BE VOID UNDER SOME STATE FRANCHISE LAWS AND SOME STATE FRANCHISE LAWS MAY REQUIRE DISCLOSURE OF ADDITIONAL RISK FACTORS SEE EXHIBIT G



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 vou 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 the next page for state effective dates

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