

## FRANCHISE DISCLOSURE DOCUMENT

LOGO, TRADENAME, SERVICE MARK;  
"THE GROCERY GAME",

The Grocery Game, Inc.,  
a California Corporation  
15533 Saddleback Road  
Canyon Country, California 91387  
(661) 298-6191  
TheGroceryGame.com

The franchisee will operate an internet-based discount-shopping service for local food stores.

You must pay us an Initial Franchise fee of \$27,500.00 for any one territory with a population of at least 20,000 (using the most recent Census Bureau report to determine the local population). If any one territory comprises a population of 500,000 or greater, then the Initial franchise fee will be 10 cents per person, using the most recent Census Bureau report to determine the local population.

The estimated initial investment required ranges from approximately \$32,500.00 to \$500,000.00 or more, depending upon the amount of the Initial Franchise fee (See Items No. 5 and 7) as well as costs.

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.**

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](http://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.

Issuance Date: \_\_\_\_\_

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 Richard A. Herman, Law Offices of Richard A. Herman at 124 Lasky Drive, 2<sup>nd</sup> Floor, Beverly Hills, CA 90212 and 310-550-1325.

## 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 below in Exhibit AA 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 BEING OFFERED IS LIMITED TO ONE SUPERMARKET CHAIN ONLY.
2. THIS FRANCHISE AGREEMENT REQUIRES THAT ALL DISPUTES BE SETTLED BY BINDING ARBITRATION IN THE STATE OF 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 HOME STATE.
3. THE FRANCHISE AGREEMENT STATES THAT CALIFORNIA LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTION AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
4. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

Effective dates:

California - December 10, 2002

Minnesota - December 28, 2005

North Carolina - May 30, 2003

South Carolina - September 2, 2004

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