

1

RECEIVED

APR 07 2015

Incom Austant

Cthe HUMAN BEAN

FRANCHISE DISCLOSURE DOCUMENT Casey Hawkins, Inc an Oregon corporation 545 Rossanley Drive, Suite A Medford, OR 97501 Telephone (888) 262-2215 Email applications@thehumanbean.com www.thehumanbean.com

τ

The franchise offered is to operate an espresso drive-thru branded THE HUMAN BEAN, specializing in the preparation and sale of espresso coffee and related products and services

The total investment necessary to begin operation of this franchise ranges from \$168,800 to \$654,050 (See Item 7) This includes \$84,000 to \$97,000 that must be paid to franchisor or an affiliate (See Item 5)

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 payment to, the franchisor or an affiliate in connection with the proposed franchise sale **No governmental agency has verified the information contained in this document**

You may wish to receive your disclosure document in electronic form or another format that is more convenient for you To discuss the availability of disclosures in different formats, contact Casey Hawkins, Inc at 545 Rossanley Drive, Suite A, Medford, OR 97501 and (888) 262-2215

The terms of your contract will govern your franchise relationship Do not 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, such as 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 (FTC) 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 on franchising

There may also be laws on franchising in your state Ask your state agencies about them

FRANCHISE DISCLOSURE DOCUMENT

This document was downloaded from franchisepanda.com. All the information we publish, including this document is for general informational purposes only. FranchisePanda.com does not make any warranties about the completeness, reliability, and accuracy of any information. Use of the information found on this website (FranchisePanda.com), is strictly at your own risk. We will not be liable for any losses and/or damages in connection with the use of our website or this document.



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 THIS 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 E for information about the franchisor, or about franchising in your state

OUR FRANCHISE AGREEMENT DOES NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS 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 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 ARBITRATION ONLY IN MEDFORD, OREGON 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 OREGON THAN IN YOUR OWN STATE

2 THE FRANCHISE AGREEMENT STATES THAT OREGON 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 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

DATE OF ISSUANCE _____, 2015

Effective Date This franchise offering is registered in California, effective April 22, 2014 and in Washington, effective June 13, 2014 In all other states where this franchise may be offered in accordance with applicable state law, the effective date is the date of issuance of this disclosure document

FRANCHISE DISCLOSURE DOCUMENT

This document was downloaded from franchisepanda.com. All the information we publish, including this document is for general informational purposes only. FranchisePanda.com does not make any warranties about the completeness, reliability, and accuracy of any information. Use of the information found on this website (FranchisePanda.com), is strictly at your own risk. We will not be liable for any losses and/or damages in connection with the use of our website or this document.



TABLE OF CONTENTS

Item	Page
ITEM I THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES	4
ITEM 2 BUSINESS EXPERIENCE	6
ITEM 3 LITIGATION	6
ITEM 4 BANKRUPTCY	7
ITEM 5 INITIAL FEES	7
ITEM 6 OTHER FEES	9
ITEM 7 ESTIMATED INITIAL INVESTMENT	10
ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES	14
ITEM 9 FRANCHISEE'S OBLIGATIONS	16
ITEM 10 FINANCING	18
ITEM 11 FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND	_
TRAINING	19
ITEM 12 TERRITORY	23
ITEM 13 TRADEMARKS	25
ITEM 14 PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION	26
ITEM 15 OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE	
FRANCHISE BUSINESS	27
ITEM 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL	28
ITEM 17 RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION	28
ITEM 18 PUBLIC FIGURES	36
ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS	36
ITEM 20 OUTLETS AND FRANCHISEE INFORMATION	39
ITEM 21 FINANCIAL STATEMENTS	45
ITEM 22 CONTRACTS	45
ITEM 23 RECEIPTS	45

Exhibits

Ex A	Franchise Agreement, State-specific Riders, Guaranty Agreement, Manager's Confidentiality Agreement and Form of Release Agreement
Ex B	Site Evaluation Agreement
Ex C	Operations Manual Table of Contents
Ex D	Agents for Service of Process
Ex E	State Administrators
Ex F	Audited Financial Statements
Ex G	Area Development Agreement
Ex H	Receipt

This document was downloaded from franchisepanda.com. All the information we publish, including this document is for general informational purposes only. FranchisePanda.com does not make any warranties about the completeness, reliability, and accuracy of any information. Use of the information found on this website (FranchisePanda.com), is strictly at your own risk. We will not be liable for any losses and/or damages in connection with the use of our website or this document.

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