

**RMS FRANCHISE GROUP, INC.** 

2390 East Orangewood, Suite 550 Anaheim, CA 92806 www.thepizzapress.com (844) 84-PRESS



# CALIFORNIA FRANCHISE DISCLOSURE DOCUMENT

May 2, 2017

# FRANCHISE PANDA.com

#### FRANCHISE DISCLOSURE DOCUMENT



(A California Corporation) 2390 East Orangewood, Suite 550 Anaheim, CA 92806 (844) 84-PRESS franchise@thepizzapress.com www.thepizzapress.com

The franchise described is known as "The Pizza Press"<sup>TM</sup> ("The Pizza Press"). The Pizza Press is involved in the business of franchising the right to operate restaurants under the name "The Pizza Press" featuring standard and create-your-own pizzas and salads, kid-sized pizzas, root beer floats, craft beers, and other pre-packaged salads and desserts or bottled beverages in a setting based on the timeless tradition of the old newspaper printing press during the industrial revolution. The Pizza Press franchisees provide standard and create-your-own pizzas and salads, kid-sized pizzas, root beer floats, craft beers, and other pre-packaged salads and desserts or bottled beverages in a setting based on the timeless tradition of the old newspaper printing press during the industrial revolution.

The total investment necessary to begin operation of a The Pizza Press Single Unit franchised business is \$455,350.00 to \$791,500.00. This includes an Initial Fee of \$35,000.00 to secure your chosen Territory. The total investment necessary to begin operation of a The Pizza Press Area Development franchise business is \$511,350.00 to \$959,500.00. This includes the Initial Fee for the first unit and the payment of all additional Initial Fees for all additional units that must be paid to Us at the time You sign the 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 Us or an affiliate in connection with the proposed franchise sale. Note however, that no governmental 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 Dara Maleki at 2390 East Orangewood, Suite 550, Anaheim, CA 92806, or email at franchise@thepizzapress.com or telephone him at (844) 84-PRESS.

The terms of your contract will govern your franchise relationship. Do not rely on the Disclosure Document alone to understand your contract. Read your entire 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.

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 H 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 AND AREA DEVELOPMENT AGREEMENTS REQUIRE YOU TO RESOLVE DISPUTES WITH US BY MEDIATION OR LITIGATION IN SACRAMENTO COUNTY, CALIFORNIA. OUT-OF-STATE MEDIATION OR LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT ALSO COSTS YOU MORE TO MEDIATE OR LITIGATE WITH US IN SACRAMENTO COUNTY, CALIFORNIA THAN IN YOUR HOME STATE.
- 2. THE FRANCHISE AND AREA DEVELOPMENT AGREEMENTS REQUIRES 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.
- 3. YOUR SPOUSE AND THE SPOUSE OF ALL OWNERS, IF FRANCHISEE IS AN APPROVED BUSINESS ENTITY, MUST SIGN A SPOUSAL CONSENT, MAKING THE SPOUSE JOINTLY AND SEVERALLY LIABLE FOR THE OBLIGATIONS UNDER THE FRANCHISE AGREEMENT, PLACING THE SPOUSE'S OWN PERSONAL ASSETS AT RISK.
- 4. IF YOU DO NOT FIRST MEDIATE DISPUTES WITH THE FRANCHISOR IN GOOD FAITH, AS PER THE FRANCHISE AGREEMENT, THEN YOU MAY LOSE THE RIGHT TO ATTORNEY'S FEES IN THE EVENT THAT YOU WIN THE DISPUTE.
- 5. IF YOU ARE A BUSINESS ENTITY, YOUR OWNERS WILL HAVE TO GUARANTY YOUR OBLIGATIONS AND BE BOUND BY THE PROVISIONS OF OUR FRANCHISE AGREEMENT AND AREA DEVELOPMENT AGREEMENT. THE SPOUSES OF YOUR OWNERS MAY ALSO BE REQUIRED TO CONSENT OT THE GUARANTEE, WHICH PLACES THE SPOUSES' MATERIAL ASSETS AT RISK.
- 6. THIS FRANCHISOR IS A DEVELOPMENT STAGE COMPANY WITH LIMITED FRANCHISE OPERATING HISTORY. YOU MAY WANT TO CONSIDER THIS WHEN MAKING A DECISION TO PURCHASE THIS FRANCHISE.
- 7. 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 make sure to do your own investigation of the franchise.

A chart of State Effective Dates is located on the following page:

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