



10/2/14

FRANCHISE DISCLOSURE DOCUMENT URBAN PIZZA, INC A California corporation 6450 Bellingham Avenue, Suite B North Hollywood, California 91606

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OCT 0 6 2014

Dept of Business Oversight

Urban Pizza, Inc, a California corporation, offers franchises for the operation of Urban Pizza Restaurants (Urban Pizza Restaurants') that offer build-your own made-to order pizzas, buffalo wings and salads dessert items and alcoholic and non-alcoholic beverages. We offer the rights for 2 different franchises in this Disclosure Document

<u>Single Restaurant Program</u> Under the Single Urban Pizza Restaurant Program, you will sign a Franchise Agreement to operate a single Urban Pizza Restaurant. The total investment necessary to begin operations of a single Urban Pizza Restaurant ranges from approximately \$286,000 to \$681,400. This includes \$28,500 to \$33,500 that must be paid to us or our affiliate.

Area Development Program Under the Area Development Program, we assign a defined area within which you must develop and operate a minimum of 2 Urban Pizza Restaurants within a specified period of time. The total investment necessary to begin operations of 2 Urban Pizza Restaurants under an Area Development Agreement ranges from approximately \$301,000 to \$709,400. This includes \$38,500 to \$53,500 that must be paid to us or our affiliate.

This Disclosure Document summarizes certain provisions of your Franchise Agreement and other information in plain English. Read the 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 payments 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 Arman Grigoryan, Telephone 844-578-8887, arman@urbanpizza.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 contract carefully Show your contract and this Disclosure Document to an advisor, like a lawyer or 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 G \lambda \text{Lissmh\PK\16257 3\752148_3 DOCX 2014 URBAN PIZZA FDD CALIFORNIA



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

THE ISSUANCE DATE OF THIS DISCLOSURE DOCUMENT IS SEPTEMBER 9, 2014



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 WITH A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT

Call the state franchise administrator listed on **Exhibit J** 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 THIS FRANCHISE, 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

- THE FRANCHISE AGREEMENT AND AREA DEVELOPMENT AGREEMENT REQUIRE YOU TO RESOLVE DISPUTES WITH US BY MEDIATION AND LITIGATION ONLY IN LOS ANGELES COUNTY, CALIFORNIA OUT OF STATE MEDIATION AND LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES IT MAY ALSO COST YOU MORE TO PARTICIPATE IN MEDIATION AND LITIGATION WITH US IN CALIFORNIA THAN IN YOUR HOME STATE
- THE FRANCHISE AGREEMENT AND AREA DEVELOPMENT AGREEMENT STATE THAT CALIFORNIA LAW GOVERNS THE AGREEMENTS, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW YOU MAY WANT TO COMPARE THESE LAWS
- 3 THE FRANCHISOR HAS BEEN OFFERING FRANCHISES FOR A SHORT PERIOD OF TIME THEREFORE, THERE IS ONLY A BRIEF OPERATING HISTORY TO ASSIST YOU IN JUDGING WHETHER OR NOT TO MAKE THIS INVESTMENT
- 4 YOU WILL NOT RECEIVE AN EXCLUSIVE TERRITORY YOU MAY FACE COMPETITION FROM OTHER FRANCHISEES, FROM OUTLETS THAT WE OWN, OR FROM OTHER CHANNELS OF DISTRIBUTION OR COMPETITIVE BRANDS THAT WE CONTROL
- 5 THE PRINCIPAL TRADEMARK DOES NOT HAVE A FEDERAL REGISTRATION WITH THE U.S. PTO. IF AN ALTERNATIVE TRADEMARK MUST BE ADOPTED, IT MAY INCREASE YOUR EXPENSES, AS A RESULT
 - 6 THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE

See the Next Page for State Effective Dates

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