

## FRANCHISE DISCLOSURE DOCUMENT

Valentino's of America, Inc. A Nebraska Corporation 2601 South 70<sup>th</sup> Street Lincoln, Nebraska 68506 (402) 434-9350 www.valentinos.com



The franchisee will operate a "Valentino's Restaurant," which primarily offers specialty pizzas, Italian food, salads, desserts and related food items. The franchises described in this disclosure document will be for either: (1) a take-out and delivery location, which in some instances may have limited dine-in seating ("To-Go Location"); (2) a Valentino's Express location operating from a non-traditional location, such as a convenience store, and featuring the sale of Valentino's pizza and related products for take-out, and in some instances limited dine-in seating ("Express Location"); or (3) a buffet style restaurant offering in store dining with an emphasis on buffet food and sometimes offering a limited menu for non-buffet offerings. The buffet restaurant usually offers some take-out and delivery foods as well ("Buffet Location").

The total investment necessary to begin operation of a Valentino's To-Go Location franchise can range from \$441,900 to \$771,650. This includes an initial franchise fee of up to \$12,500 that must be paid to the franchisor. The total investment necessary to begin operation of a Valentino's Express franchise can range from \$48,775 to \$169,085. This includes an initial franchise fee of up to \$1,500 that must be paid to the franchisor. The total investment necessary to begin operation of a Valentino's Buffet Location franchise can range from \$1,360,000 to \$1,708,500. This includes an initial franchise fee of up to \$15,000 that must be paid to the franchisor.

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.** 

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 Valentino's of America, Inc. at  $2601 \, \text{S} \cdot 70^{\text{th}}$  Street, Lincoln, NE 68506 and  $(402) \, 434-9350$ .

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



<u>www.ftc.gov</u> 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.

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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 OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.

Call the state franchise administrator listed in Exhibit 1 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 DISPUTES WITH US BY LITIGATION ONLY IN NEBRASKA. OUT-OF-STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO LITIGATE WITH US IN NEBRASKA THAN IN YOUR OWN STATE.
- 2. THE FRANCHISE AGREEMENT REQUIRES THAT NEBRASKA 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.

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