



Clearance #5513



FRANCHISE DISCLOSURE DOCUMENT
VAPORFI FRANCHISING, LLC
A Delaware Limited Liability Company
15050 NW 79th Court, Suite 101A
Miami, Florida 33016
Phone: 305-824-4000
Email: franchise@vaporfi.com
Internet: www.vaporfi.com

The franchise is for the establishment and operation of businesses offering electronic cigarettes, e-liquids, nicotine, vaporizers, accessories and other related items, under the VAPORFI name, service mark and System.

The total initial investment required ranges from \$89,300 to \$159,850, which includes \$39,900 to \$59,000 that must be paid to us.

In addition to individual franchises, VAPORFI offers an area development program. As an area developer, you receive the right to develop and own more than one VAPORFI business within a specified geographic territory, according to a negotiated schedule. The initial development fee is the initial franchise fee (\$19,900) for the first VAPORFI business, plus \$9,950, times the number of locations that the area developer is required to open during the term of the development program after the first. A development schedule will specify the time frame for the opening of the locations.

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 the 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 government agency has verified the information contained in this document.**

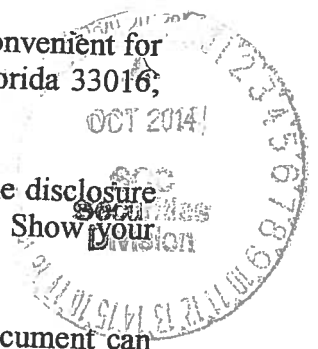
You may wish to receive your disclosure document in another format that is more convenient for you, contact Vanessa Russi, 15050 NW 79th Court, Suite 101A, Miami Lakes, Florida 33016; 305-824-4000.

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, 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.

Issuance Date: March 26, 2014, as amended July 25, 2014
(rev. 2.1 - 7/25/14)



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 A 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 AND DEVELOPMENT AGREEMENT REQUIRE YOU TO RESOLVE DISPUTES WITH US BY ARBITRATION AND LITIGATION ONLY IN FLORIDA. OUT-OF-STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO ARBITRATE AND LITIGATE WITH US IN FLORIDA THAN IN YOUR OWN STATE.
2. THE FRANCHISE AGREEMENT AND DEVELOPMENT AGREEMENT STATE THAT FLORIDA LAW GOVERNS THE AGREEMENTS, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTION AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
3. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

Effective Date: SEE FOLLOWING PAGE

STATE EFFECTIVE DATES

This Franchise Disclosure Document is registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates, as amended:

<u>STATE</u>	<u>EFFECTIVE DATE</u>
California	July 25, 2014
Maryland	Pending
Minnesota	Pending
New York	July 18, 2014
Virginia	_____

In all other states, the effective date of the Franchise Disclosure Document is the issuance date of **March 26, 2014, as amended July 24, 2014** and the Franchise Disclosure Document expires in these states on **April 30, 2015**

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.

(rev. 2.1 – 7/25/14)

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