

## FRANCHISE DISCLOSURE DOCUMENT



Department of Büsiness'Oversight

MAR **2 1** 2016

Sacramento Office

WANNA CHILL? FRANCHISE, LLC a California Limited Liability Company 312 S Francisca Ave Redondo Beach, CA 90277 (310) 938=0748 www.wannachillshaveice.com

The franchise offered is for the establishment and operation of a business which offers and serves traditional Hawanan Shave Ice, and other products such as Acai Bowls, Ice Cream, Smoothes, Frözen Yogurt and Ice Blended Drinks We offer 2 franchise models (1) the Wanna Chill? Storefront Franchise") and (2) the Wanna Chill? Mobile Franchise "Mobile Franchise"), both are referred to as a Wanna Chill? Franchise

As a Wanna, Chill? franchisee, you will operate a Wanna Chill? Storefront Franchise and/or a Wanna Chill? Mobile Franchise providing all our services, and products

The total investment necessary to begin operation of a Wanna Chill? Storefront Franchise is \$108,250 to \$186,000, which includes \$25,000 for the Initial Franchise Fee. The total investment necessary to begin operation of a Wanna Chill? Mobile Franchise is \$50,850 to \$170,500 which includes \$15,000 for the Initial Franchise is \$50,850 to \$170,500 which includes \$15,000 for the Initial Franchise Fee.

This Franchise Disclosure Document summarizes certain terms 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 franchiser 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 Shaista Zaragoza, 312 S' Francisca Ave., Redondo Beach, CA 90277 (340) 938-0748

The terms of your contract will govern your franchise relationship Don<sup>2</sup>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 <u>"A Consumer's Guide to</u> <u>Buying a Franchise,"</u> 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 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 15, 2016



## 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 F 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 ARBITRATION, AND LITIGATION ONLY IN CALIFORNIA OUT-OF-STATE LITIGATION AND MEDIATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES IT MAY ALSO COST YOU MORE TO SUE OR MEDIATE WITH US IN CALIFORNIA THAN IN YOUR OWN STATE
- 2 THE FRANCHISE AGREEMENT STATES THAT CALIFORNIA LAW GOVERNS THIS AGREEMENT, AND CALIFORNIA 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

THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE

If the Franchisee is a corporation or other business entity, anyone who owns a 5% or greater interest in the entity must personally guarantee the performance of all the obligations under the Franchise Agreement This requirement places the personal assets of the franchise owner(s) at risk

The franchisee will be required to make an estimated initial investment ranging from \$50,850 to

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