

## **DISCLOSURE DOCUMENT**

We Olive Franchising, LLC
a California limited liability company
484 Marquita Ave
Paso Robles, CA 93446
(805) 239-7200
info@weolive.com
www.weolive.com



The franchise described in this Disclosure Document is to operate a gourmet store that is an olive oil tasting bar and that specializes in the sale of olive oil products, olive oil related products from domestic and international producers, and other related items including linens, ceramics, vinegars, memorabilia and a limited clothing line.

The total investment necessary to begin operation of a We Olive franchise is \$163,500 to \$280,000. This includes between \$50,000 to \$55,000 that must be paid to the franchisor and/or its affiliate, as appropriate. The total investment necessary to begin operation of a We Olive franchise with the Wine and Tapas Option is \$215,000 to \$387,100. This includes between \$53,000 to \$60,000 that must be paid to the franchisor and/or its affiliate, as appropriate.

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. To discuss the availability of disclosures in different formats, contact Ruth Mercurio at 484 Marquita Ave, Paso Robles, California 93446 and (805) 239-7200.

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:** April 1, 2013



## 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 AREA DEVELOPMENT AGREEMENT REQUIRE YOU TO RESOLVE DISPUTES WITH US BY ARBITRATION ONLY IN CALIFORNIA. OUT-OF-STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO ARBITRATE WITH US IN CALIFORNIA THAN IN YOUR OWN STATE.
- 2. 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. IF WE TERMINATE THE FRANCHISE AGREEMENT WITH CAUSE, OR YOU TERMINATE THE FRANCHISE AGREEMENT WITHOUT CAUSE, YOU MUST PAY US LIQUIDATED DAMAGES.
- 4. WE MAY FROM TIME TO TIME SET MAXIMUM PRICES OR MINIMUM PRICES ON PRODUCTS AND SERVICES OFFERED FROM YOUR STORE.
- 5. 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 be sure to do your own investigation of the franchise.



## STATE EFFECTIVE DATES – 2013 We Olive Franchising, LLC

The following states require that the Franchise Disclosure Document be registered or filed with the state, or otherwise be exempt from registration: California, Florida, Hawaii, Illinois, Indiana, Kentucky, Maryland, Michigan, Minnesota, Nebraska, New York, North Dakota, Rhode Island, South Dakota, Texas, Utah, Virginia, Washington and Wisconsin.

This 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:

CALIFORNIA	April 26, 2013
FLORIDA	Not Registered
HAWAII	Not Registered
ILLINOIS	April 8, 2013
INDIANA	Not Registered
KENTUCKY	Not Registered
MARYLAND	May 2, 2013
MICHIGAN	Not Registered
MINNESOTA	Not Registered
NEBRASKA	Not Registered
NEW YORK	April 29, 2013
NORTH DAKOTA	Not Registered
RHODE ISLAND	Not Registered
SOUTH DAKOTA	Not Registered
TEXAS	Effective
UTAH	Not Registered
VIRGINIA	Pending
WASHINGTON	May 14, 2013
WISCONSIN	April 8, 2013

In all other states, the effective date of this Franchise Disclosure Document is the Issue Date of: April 1, 2013.

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