

FRANCHISE DISCLOSURE DOCUMENT

YOGO FACTORY FRANCHISING, INC.

A New Jersey Corporation
170 S New York Rd
Galloway, NJ 08205
609-748-YOGO (9646)
www.yogofactory.com



The Franchisor is Yogo Factory Franchising, Inc. (“we” or “YFF”). We develop, operate and franchise retail stores utilizing the Yogo Factory system. Our franchised stores sell frozen yogurt, related frozen products and other products.

The total investment necessary to begin operation of a *Yogo Factory*™ store ranges from \$244,925 to \$450,550. This includes a range of \$100,000 to \$175,000 that must be paid to the franchisor or affiliate.

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 Yogo Factory Franchising, Inc., Franchise Information, 170 S New York Rd, Galloway, NJ 08205 (tel: 609-748-YOGO (9646)).

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 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.

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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 THE FRANCHISE OR HAS VERIFIED INFORMATION IN THIS DISCLOSURE DOCUMENT.

Call the state franchise administrator listed in Exhibit A for information about the franchisor, about other franchisors, 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 PERMITS YOU TO SUE ONLY IN NEW JERSEY. OUT OF STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT. IT MAY ALSO COST MORE TO SUE IN NEW JERSEY THAN IN YOUR HOME STATE. THIS PROVISION MAY BE SUPERCEDED BY CERTAIN STATE LAWS. PLEASE REFER TO THE STATE SPECIFIC ADDENDA ATTACHED TO THIS DISCLOSURE DOCUMENT.
2. THE FRANCHISE AGREEMENT PROVIDES THAT NEW JERSEY 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 FRANCHISE AGREEMENT PERMITS THE FRANCHISOR TO REQUIRE YOU TO SUBMIT ANY DISPUTE TO NON-BINDING MEDIATION IN NEW JERSEY, THE COST OF WHICH SHALL BE BORNE EQUALLY BY THE FRANCHISOR AND THE FRANCHISEE.
4. THE FRANCHISOR IS A START-UP FRANCHISE COMPANY WITH LIMITED OPERATING HISTORY. YOU WILL BE REQUIRED TO MAKE AN ESTIMATED INITIAL INVESTMENT IN AN AMOUNT EXCEEDING THE FRANCHISOR'S STOCKHOLDER EQUITY AS OF THE ISSUANCE DATE OF THIS DISCLOSURE DOCUMENT.
5. THE SPOUSE(S) OF FRANCHISE OWNERS MUST EXECUTE A PERSONAL GUARANTY PLACING THE PERSONAL ASSETS OF THE FRANCHISE OWNER(S) AND SPOUSE(S) AT RISK.

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