

FRANCHISE DISCLOSURE DOCUMENT

Yogurtland Franchising, Inc.
a California corporation

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Received
LA Mailroom

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Department of
Business Oversight



Yogurtland Franchising, Inc. ("Yogurtland") franchisees will operate a quick-service yogurt retail store.

We offer two franchise programs:

1. A Single Store, typically an in-line location with limited table seating, offering a wide selection of flavors of premium quality, frozen yogurt, and with dozens of toppings available to the customer. The total estimated investment necessary to begin operation of a Yogurtland franchise for a single store ranges from \$312,216 to \$705,046. This includes \$47,750 to \$57,1883 that must be paid to the franchisor or its affiliates.
2. Multiple Stores. We offer an Area Development Agreement that requires you to develop more than one Yogurtland® Store within a defined geographical area. The total estimated investment necessary to begin operation of a Yogurtland franchise under an Area Development Agreement includes a development fee equal to \$35,000 plus \$10,000 times the number of Yogurtland® Stores you commit to open under the Development Agreement. Plus, the estimated investment necessary to begin operation of each Yogurtland franchised Store would then be from \$272,316 to \$695,046. For each Store, this includes \$10,250 to \$40,083 that must be paid to the franchisor or its affiliates.

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 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 Summer Sigler, at 17801 Cartwright Road, Irvine, CA 92614, Telephone: (949) 265-8000.

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 contracts carefully. Show your contracts 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 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 REQUIRES YOU TO RESOLVE DISPUTES WITH US BY MEDIATION AND ARBITRATION ONLY IN CALIFORNIA. OUT OF STATE MEDIATION AND ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO MEDIATE OR ARBITRATE WITH US IN CALIFORNIA THAN IN YOUR OWN STATE.
2. THE FRANCHISE AGREEMENT STATES THAT CALIFORNIA LAW GOVERNS THE AGREEMENT ON MANY ISSUES, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
3. YOUR SPOUSE AND THE SPOUSE OF ANY OTHER SHAREHOLDER, PARTNER OR MEMBER, AS APPLICABLE, MUST ALSO SIGN A PERSONAL GUARANTEE MAKING EACH SPOUSE INDEPENDENTLY LIABLE FOR YOUR FINANCIAL OBLIGATIONS UNDER THE AGREEMENT. THE GUARANTEE WILL PLACE YOUR SPOUSE'S MARITAL AND PERSONAL ASSETS AT RISK IF YOUR FRANCHISE FAILS.
4. FAILURE TO OPEN YOUR STORE WITHIN 90 DAYS OF YOUR RECEIPT OF THE PREMISES DOES NOT RELIEVE YOU OF YOUR MONTHLY OBLIGATION TO PAY BASE ROYALTY FEES OF \$1,000.
5. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

Effective Date: See the next page for state effective dates.

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