

FRANCHISE DISCLOSURE ACKNOWLEDGMENT

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This Franchise Disclosure Acknowledgment (this "**Acknowledgment**") is made as of [DATE] (the "**Effective Date**") by and between:

[FRANCHISOR LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. corporation] with its principal place of business at [FRANCHISOR ADDRESS] (the "**Franchisor**"); and

[PROSPECTIVE FRANCHISEE NAME], an individual or entity located at [FRANCHISEE ADDRESS] (the "**Prospective Franchisee**").

The Franchisor and the Prospective Franchisee are each a "**Party**" and together the "**Parties**."

Recitals. The Franchisor has provided, or will provide, the Prospective Franchisee with a Franchise Disclosure Document (the "**FDD**") describing the franchise opportunity. The purpose of this Acknowledgment is to record the date the Prospective Franchisee received the FDD and to confirm the Prospective Franchisee's understanding of certain matters, so that any applicable disclosure waiting period can be calculated. This Acknowledgment is **not** a franchise agreement and does **not** obligate either Party to enter into a franchise relationship. In consideration of the mutual statements below, the Parties acknowledge as follows.

FDD Reference. FDD issuance date: [FDD ISSUANCE DATE]. Number of FDD exhibits/attachments: [NUMBER]. Method of delivery: [IN PERSON / EMAIL / SECURE PORTAL / MAIL].

1. Receipt of the Franchise Disclosure Document

1.1 Acknowledgment of receipt. The Prospective Franchisee acknowledges receiving a complete copy of the FDD, including all exhibits, on [DATE FDD RECEIVED] (the "**Receipt Date**").

1.2 Form of delivery. The Prospective Franchisee received the FDD by the method identified above and was able to access, retain, and print or save it.

1.3 Completeness. The Prospective Franchisee acknowledges that the FDD appeared complete on its face and that any missing items were requested from the Franchisor.

2. Purpose and Effect of This Acknowledgment

2.1 Recordkeeping purpose. This Acknowledgment exists to document the Receipt Date and the Prospective Franchisee's understanding, and to support compliance with applicable franchise disclosure laws.

2.2 Not a binding franchise commitment. This Acknowledgment does not grant a franchise, create a franchise relationship, or commit either Party to sign a franchise agreement. Any franchise will be governed solely by a separate, signed franchise agreement.

2.3 No waiver of legal rights. Nothing in this Acknowledgment waives, and the Prospective Franchisee does not waive, any right or protection provided by applicable franchise disclosure or registration law. Where any such law requires a disclosure or waiting period, that law governs over any conflicting statement here.

3. Disclosure and Review Period

3.1 Review period. The Prospective Franchisee acknowledges that applicable law may require a minimum period between receipt of the FDD and the signing of a franchise agreement or payment of any fee, and that the Prospective Franchisee has been given the opportunity to observe that period measured from the Receipt Date.

3.2 No premature signing or payment. The Prospective Franchisee acknowledges that, except as permitted by applicable law, no franchise agreement should be signed and no franchise-related payment should be made before any required period has elapsed.

3.3 Material change. If the Franchisor materially amends the FDD, the Prospective Franchisee acknowledges that a revised FDD may be issued and any applicable period may restart from the date of the revised disclosure.

4. Opportunity to Review and Consult Advisors

4.1 Time to review. The Prospective Franchisee acknowledges having had adequate time to read and consider the FDD and to ask the Franchisor questions.

4.2 Right to advisors. The Prospective Franchisee acknowledges being encouraged to consult independent legal, financial, and business advisors of its own choosing before entering into any franchise relationship, and that the Franchisor has not discouraged it from doing so.

4.3 Questions answered. Any questions the Prospective Franchisee raised about the FDD were **[ANSWERED / DIRECTED TO THE APPROPRIATE FRANCHISOR REPRESENTATIVE]**.

5. No Representations Outside the FDD

5.1 Reliance on the FDD only. The Prospective Franchisee acknowledges that any representation about the franchise — including earnings, profits, or performance — is contained only in the FDD, and that no representation outside the FDD has been relied upon.

5.2 Financial performance representations. The Prospective Franchisee acknowledges that any financial performance representation appears in Item 19 of the FDD (if any), and that no other earnings claim has been made or relied upon. If the FDD contains no financial performance representation, the Prospective Franchisee acknowledges that fact.

5.3 No guarantee of success. The Prospective Franchisee understands that owning a franchise involves risk, that results vary, and that the Franchisor does not guarantee any level of sales, revenue, or profit.

6. Receipt of Agreements and Exhibits

6.1 Sample agreements. The Prospective Franchisee acknowledges receiving copies of the form franchise agreement and any related agreements attached to the FDD (e.g., lease rider, personal guaranty, or development agreement).

6.2 Audited financials. The Prospective Franchisee acknowledges receiving the Franchisor's financial statements included in the FDD.

6.3 List of franchisees. The Prospective Franchisee acknowledges receiving the list of current and former franchisees included in the FDD and the opportunity to contact them.

7. Accuracy of Information Provided

7.1 Franchisee information. Any financial, background, or business information the Prospective Franchisee provided to the Franchisor in connection with the application is true and complete in all material respects.

7.2 Notice of changes. The Prospective Franchisee will promptly notify the Franchisor of any material change to that information before signing any franchise agreement.

8. General Provisions

8.1 Governing law. This Acknowledgment is governed by the laws of the State of [STATE], without regard to conflict-of-laws rules; provided that any applicable franchise registration or disclosure law, whether of [STATE] or another jurisdiction where the franchise will operate, governs over any conflicting term here.

8.2 Severability and waiver. If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver. No provision of this Acknowledgment limits any non-waivable statutory right.

8.3 Entire acknowledgment; amendment. This Acknowledgment is the entire acknowledgment on its subject and may be amended only in writing signed by both Parties. It does not modify the FDD or any future franchise agreement.

8.4 Counterparts and electronic signature. This Acknowledgment may be signed in counterparts and by electronic signature, each of which is an original.

8.5 Copy to franchisee. The Prospective Franchisee acknowledges receiving a signed copy of this Acknowledgment for its records.

IN WITNESS WHEREOF, the Parties have executed this Acknowledgment as of the Effective Date.

FRANCHISOR

PROSPECTIVE FRANCHISEE

Signature: _____

Signature: _____

Printed name: [NAME]

Printed name: [NAME]

Title: [TITLE]

Title: [TITLE / N/A]

Date: _____

Date: _____

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