



U.S. Franchise Application

Each owner, partner, member and shareholder associated with the purchase of the franchise must complete a Franchise Application.

Contact Information

FIRST NAME	MIDDLE NAME	LAST NAME	
ADDRESS			
CITY	STATE	ZIP CODE	SOCIAL SECURITY NUMBER
DATE OF BIRTH	EMAIL	DRIVERS LICENSE NUMBER	
HOME PHONE	CELL PHONE	WORK PHONE	

Are you married? Yes No - if Yes, spouse's name _____

Will you have other owners/partners? Yes No I don't know - if Yes, partner's name _____

What state would you like to open a Tikiz Shaved Ice & Ice Cream franchise in? _____

Are you interested in a single-unit or multi-unit franchise?..... single-unit multi-unit I don't know

Are you interested in an area director opportunity?..... Yes No I don't know

How did you hear about the Tikiz Shaved Ice & Ice Cream franchise opportunity? _____

Employment

Are you: Self employed *or* Employed (If so, please complete the information below)

Are you: Unemployed Retired Active Military Retired Military

Financial Information

Minimum Cash Required: \$50,000.00

Total Liquid Assets available (e.g. cash, stocks, bonds, mutual funds)	A	\$	_____	.00	
			_____ , _____	.00	
Total Tangible Assets (e.g. house, car, business, etc.)	B	\$	_____	.00	
			_____ , _____	.00	
Total Assets	C	\$	_____	.00	(Add A to B)
Total Liabilities	D	\$	_____	.00	
Total Net Worth: Total Assets minus Total Liabilities	E	\$	_____	.00	(take D from C)
			_____ , _____	.00	

Personal Information

1. Have you ever filed for bankruptcy protection? if yes, identify discharge date _____ Yes No
2. Have you ever been convicted of a felony?..... Yes No
3. I understand that if financing is required to purchase my Tikiz Shaved Ice & Ice Cream franchise that it is my sole responsibility to obtain it..... Yes No
4. Are you or anyone in your immediate family currently under any form of non-competition agreement that limits your right to operate any business?..... Yes No
If yes, list name of other business and family member's relationship to you: _____
5. Are you a U.S. Citizen?..... Yes No
6. Is your credit score 700 or higher?..... Yes No

Signature

I understand that the acceptance of this Franchise Application by Tikiz Franchising, LLC does not constitute the grant of a franchise. I understand that Tikiz Franchising, LLC grants franchises only by executing written franchise agreements. By signing below, I authorize Tikiz Franchising, LLC and its assigns to start an investigative consumer report (including information as to my character, general reputation, personal characteristics and mode of living) based on the information voluntarily provided by me and warrant that all information provided is true and accurate. I understand that I have a right to request that Tikiz Franchising, LLC make a complete and accurate disclosure of the nature and scope of such investigation. Tikiz Franchising, LLC may obtain my credit report in connection with this application. This is my authorization to credit reporting agencies, bank(s), creditors and suppliers to release to Tikiz Franchising, LLC, and to Tikiz Franchising, LLC to release to such parties, all information requested regarding my depository loan or other credit information including without limitation, financial information, by telephone or in writing as part of the normal credit evaluation process. I release my bank(s), creditors, suppliers, and Tikiz Franchising, LLC from all liability with respect to the release of such requested information. Authorization is granted to use photo or fax copies of my signature to obtain information. If I am requesting that Tikiz Franchising, LLC make a credit determination based on my creditworthiness combined with co-applicants, I authorize Tikiz Franchising, LLC to discuss any derogatory credit items with such co-applicants. I understand that Tikiz Franchising, LLC may at any time, require that I sign an updated application or provide updated information. I acknowledge that I have read, and hereby agree to be bound by the Confidentiality and Non-Disclosure provisions which appear on the reverse side of this Application.

Date

First Name/ Middle Initial/ Last Name

Signature in Ink

CONFIDENTIALITY AND NON-DISCLOSURE

The individual who has signed the application on the reverse hereof ("Applicant") has applied to become a franchisee of Tikiz Shaved Ice & Ice Cream and, in connection with the application process, may become privy to certain information regarding the business of Tikiz Shaved Ice & Ice Cream and its affiliates and its franchisees which Tikiz Shaved Ice & Ice Cream classifies and protects as confidential and proprietary (the "Information"). Tikiz Shaved Ice & Ice Cream is willing to divulge such information (as and to the extent it deems appropriate in connection with the Applicant's application) only if the Applicant agrees to protect the confidentiality of such Information. In consideration of the disclosure of Information, the Applicant agrees to the following terms and conditions:

- 1. Confidentiality.** Applicant on behalf of itself and its affiliates, employees, officers and directors, agrees to maintain as confidential all Information disclosed to it. Applicant shall not, directly or indirectly, disclose any such information to any third party without Tikiz Shaved Ice & Ice Cream prior written consent, nor shall Applicant use any Information for its own benefit (except for the purpose of the discussions contemplated by this Agreement) or for the benefit of any third party. The dissemination of Information by Applicant within its own organization shall be limited to those employees and consultants whose duties justify the need to know such Information.
- 2. Return of Information.** Applicant shall return to Tikiz Shaved Ice & Ice Cream within ten (10) days of written request therefore, all information, together with any and all copies thereof.
- 3. No Rights in Information.** Neither this Agreement nor the disclosure of Information shall be deemed, by implication or otherwise, to vest in Applicant any rights in the Information or any other trade secrets or property of Tikiz Shaved Ice & Ice Cream.
- 4. Breach.** Any breach of any provision hereof will be theft of Tikiz Shaved Ice & Ice Cream trade secrets, and will cause irreparable harm and damage to Tikiz Shaved Ice & Ice Cream. Tikiz Shaved Ice & Ice Cream shall be entitled to enjoin any actual or threatened violation of any of the provisions in this Agreement. In addition to injunctive relief, Tikiz Shaved Ice & Ice Cream may recover damages from Applicant for any loss caused by any violation of the provisions of this Agreement (including violations by third parties to whom Applicant discloses Information). In any action brought to enforce any of the provisions of this Agreement, Tikiz Shaved Ice & Ice Cream shall be entitled to reasonable attorney's fee and costs.
- 5. Severability.** Any provision hereof which may prove unenforceable under any law or by any court shall not affect the validity of any other provision hereof.

Tikiz Franchising, LLC
1021 South Rogers Circle, Suite 1
Boca Raton, FL 33487
Phone: 407-383-3872
Fax: 954-354-1472

Signature

Date

