

FRANCHISE DISCLOSURE DOCUMENT



Baja Smoothies Franchise, LLC
a Minnesota Limited Liability Company
11419 Crestbury Echo
Woodbury, Minnesota 55129-5700
Phone: 651-661-4444
Email: chad@bajasmoothies.com
Website: www.bajasmoothies.com

Baja Smoothies Franchise, LLC offers franchises for the operation of a uniquely branded smoothie company selling fresh-fruit smoothies in a mobile environment (“Baja Smoothies Business”). We offer franchises for single Baja Smoothies Businesses that can utilize 2 carts or 4 carts.

The total investment necessary to begin operation of a Baja Smoothies franchise with two mobile food service carts (“2-Cart Franchise”) ranges from \$159,680 to \$201,500. This includes \$155,300 to \$162,800 that must be paid to us and our affiliates. The total investment necessary to begin operation of a Baja Smoothies franchise with four mobile food service carts (“4-Cart Franchise”) ranges from ~~\$295,265~~,360 to ~~\$361,331~~,500. This includes ~~\$290,260~~,800 to ~~\$305,275~~,800 that must be paid to us and our 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 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 the franchisor at 11419 Crestbury, Echo, Woodbury, Minnesota 55129-5700 or by phone at 651-661-4445.

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 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 (the “FTC”). 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: June 23, 2025 ([amended September 25, 2025](#))

require that you undergo and pass inspection(s) before you reopen for business.

Your equipment must be properly licensed and registered, and any person who drives in connection with the Baja Smoothies Business must have a valid driver's license. The requirements for these licenses may vary, depending on your location. If we require safety additions to your equipment or your equipment is subject to a manufacturer's vehicle safety recall, you must immediately perform the required repairs, maintenance and/or inspections before using your equipment in the operation of your Baja Smoothies Business.

There may be other local, state and/or federal laws or regulations that apply to your Business. We strongly suggest that you investigate these laws before buying this franchise.

ITEM 2 BUSINESS EXPERIENCE

Chad Warzeka – Founder and Owner

Mr. Warzeka is our founder and owner since inception in Woodbury, Minnesota. Mr. Warzeka has been the President of our affiliate, BSI, since 2004 in Woodbury, Minnesota. Mr. Warzeka has operated a Baja Smoothies business since April 2004 in Woodbury, Minnesota.

Brooke DiSanto – Project Manager

~~Ms. DiSanto has been our Project Manager since June 2022 in Woodbury, Minnesota. Ms. DiSanto also serves as Solution Product Owner for Prime Therapeutics in Eagan, Minnesota since September 2023 to present. She has served as Technical Manager for Ieario Health from October 2019 to March 2023.~~

ITEM 3 LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4 BANKRUPTCY

No bankruptcy information is required to be disclosed in this Item.

ITEM 5 INITIAL FEES

Initial Franchise Fee

You will pay us a \$29,900 initial franchise fee at the time you sign the Franchise Agreement to operate either a 2-Cart Franchise or 4-Cart Franchise. Each Franchise Agreement will grant you the right to operate either a 2-Cart Franchise or 4-Cart Franchise in the Protected Territory. The Initial Franchise Fee is due in full at the time you sign the Franchise Agreement, and is deemed fully earned by us once paid and is not refundable. During the last fiscal year ending December 31, 2024, we sold one franchise for \$29,900.

Baja Smoothies Carts

If you purchase a 2-Cart Franchise, you will be required to purchase two Carts plus a 14-foot trailer from us. The current price to obtain two Carts and a 14-foot trailer from us is \$124,900. You will pay a nonrefundable initial installment of 50% of the cost of the Carts (i.e. \$62,450) when you sign the Franchise Agreement and the remaining balance when you take delivery of the Carts and trailer. If you purchase a 4-Cart Franchise, you will be required to purchase four Carts, a 28-foot trailer and a club car from us. The current price to obtain four Carts, a 28-foot trailer and club car from us is ~~\$259,229~~,900. You will pay a nonrefundable initial installment of 50% of the cost of the Carts (i.e. ~~\$129,114~~,950) when you sign the Franchise Agreement and the remaining balance when you take delivery of the Carts and trailer. You will be required to pay for any optional customization or additional features that you request that are not standard on the Carts. Cart payments are nonrefundable even if you do not open a Baja Smoothies Franchise. The Carts will come equipped with initial equipment including an ice bin, two blenders, two cash drawers, and a sunshade and will be wrapped in Baja Smoothies branding.

YOUR ESTIMATED INITIAL INVESTMENT				
TYPE OF EXPENDITURE ¹	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Tax, Title and Licensing ⁴	\$180 to \$17,000	Lump sum	Before opening	Government Agencies
Technology Systems and POS System ⁵	\$2,300 to \$3,100	Lump sum	Before opening	Suppliers
Additional Pre-Opening Inventory ⁶	\$500 to \$3,000	Lump sum	Before opening	Our affiliate
Grand Opening Advertising ⁷	\$0 to \$500	Lump sum	60 days before through 30 days after opening	Suppliers
Permits and Business Licenses	\$250 to \$1,500	Lump sum	Before opening	Government agencies
Professional Fees	\$0 to \$5,000	Lump sum	Before opening	Lawyers & accountants
Real Estate for Equipment Storage ⁸	\$0 to \$1,200	As incurred	Before opening	Third Parties
Additional Funds ⁹ (3 months)	\$0 to \$7,000	As incurred	As incurred	Suppliers and employees
Total Estimated Initial Investment ¹⁰	\$159,680 to \$201,500			

Table B: Estimated Initial Investment for the purchase of a 4-Cart Franchise:

YOUR ESTIMATED INITIAL INVESTMENT				
TYPE OF EXPENDITURE ¹	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Initial Franchise Fee	\$29,900	Lump sum	At time you sign Franchise Agreement	Us
Carts, Trailer, Club Car and Installed Equipment ²	\$259 229,900	Two Installments	50% due upon signing the Franchise Agreement and 50% due upon receipt of the Carts and equipment	Our affiliate
Food, Lodging & Travel Expenses (3 people while training)	\$150 to \$900	As incurred	During training	Hotels, restaurants and airlines
Insurance ³	\$1,500 to \$2,500	As incurred	Before opening	Insurance Companies
Cart Compliance Fee	\$0 to \$10,000	As incurred	Before opening	Our affiliate
Tax, Title and Licensing ⁴	\$360 to \$34,000	Lump sum	Before opening	Government Agencies
Technology Systems and POS System ⁵	\$2,300 to \$3,100	Lump sum	Before opening	Suppliers
Additional Pre-Opening Inventory ⁶	\$1,000 to \$6,000	Lump sum	Before opening	Our affiliate

YOUR ESTIMATED INITIAL INVESTMENT				
TYPE OF EXPENDITURE ¹	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Grand Opening Advertising ⁷	\$0 to \$500	Lump sum	60 days before through 30 days after opening	Suppliers
Permits and Business Licenses	\$250 to \$1,500	Lump sum	Before opening	Government agencies
Professional Fees	\$0 to \$5,000	Lump sum	Before opening	Lawyers & accountants
Real Estate for Equipment Storage ⁸	\$0 to \$1,200	As incurred	Before opening	Third Parties
Additional Funds ⁹ (3 months)	\$0 to \$7,000	As incurred	As incurred	Suppliers and employees
Total Estimated Initial Investment ¹⁰	\$295265,360 to \$361331,500			

Notes to Table A and Table B:

1. We do not offer direct or indirect financing for any of these items. No fees paid to us are refundable. We are unaware of any fees paid to third-party suppliers that are refundable.
2. Only the Carts may be used in the operation of your Baja Smoothies Business. No other cart, trailer or vehicle may be used in the operation of your Baja Smoothies Business. These items must be purchased from our affiliate.
3. You must obtain and maintain, at your own expense, the insurance coverage we require, and satisfy other insurance-related obligations. Please note that if you have had prior issues or claims from previous operations unrelated to the operation of a Baja Smoothies Business, your rates may be significantly higher than those estimated above.
4. You are required to pay all federal and state tax, title, licenses, and other costs of titling the equipment. The estimates above include a sales (or usage) tax of an estimated 6% of the purchase price of the Carts and trailer. The actual amount may be more depending on the tax rate in the jurisdiction where you title your equipment. You should check with your local county clerk's office or other governmental titling office for your state's tax rate and the exact cost to title and license your equipment.
5. This includes your initial cost to purchase and set up your Technology Systems and POS System. We do not currently require you to purchase or use any specific POS System.
6. You must offer for sale at your Baja Smoothies Business all goods that we specify. You are required to maintain a reasonable supply of these items at your Baja Smoothies Business at all times. An initial supply of proprietary smoothie mixes, branded cups, a graphics package, and a Baja Smoothies welcome box that includes branded t-shirt uniforms is included with your purchase of the equipment. The estimate in the chart above represents the cost for an additional supply of these items.
7. During the period beginning 60 days before opening through 30 days after opening, we recommend, but do not require, that you spend a minimum of \$500 on grand opening marketing activities.
8. Because most of our franchisees will operate their Baja Smoothies Business out of their homes, this chart does not include estimates for items such as real property, real estate deposits, leases, leasehold improvements, furniture, fixtures, fixed assets, remodeling, construction, decorating costs, utility deposits, or security deposits, which will likely not apply unless you choose to acquire a business premises. In addition, we assume that you will not need to obtain desks, chairs, and other standard office

Training Topics

The initial training program consists of the following:

TRAINING PROGRAM

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS ON THE JOB TRAINING	LOCATION
Welcome	.5	0	Woodbury, MN
Resources	.5	0	Woodbury, MN
Corporate Structure & Financing	.5	0	Woodbury, MN
Opening Timetable	1.5	0	Woodbury, MN
Approved Vendors & Products	1.5	0	Woodbury, MN
Franchise Owner Training	3	0	Woodbury, MN
Food Safety Handling	.5	0	Woodbury, MN
Hiring & Staffing	1.5	0	Woodbury, MN
Policies & Procedures	2.5	0	Woodbury, MN
Operations	5	3	Woodbury, MN
Office Equipment, IT, Supplies	.5	0	Woodbury, MN
Finance	.5	0	Woodbury, MN
Inventory Management	1	1	Woodbury, MN
Local Market Advertising & Marketing	4	2	Woodbury, MN
Event Scheduling	2	1	Woodbury, MN
Sales & Pricing	2	1	Woodbury, MN
Insurance Requirements & Risk Management	.5	0	Woodbury, MN
Resale, Transfer, Renewal & Closing	.5	0	Woodbury, MN
Protocol Training	0	8	Woodbury, MN
Totals	28	16	

Training Materials

For the classroom training, the training materials will consist of the Manual. You will not be charged an additional fee for any of the training materials.

Instructors

Chad Warzeka ~~and Brooke DiSanto are~~ is in charge of our training program and the two instructors. ~~Both~~ Chad Warzeka ~~and Brooke DiSanto~~ will participate in two days of classroom and hands on training. Chad Warzeka currently has 20 years of experience operating a Baja Smoothies business, and has 20 years of experience with the franchisor or an affiliate. ~~Brooke DiSanto has 12 years of sales experience and has less than 3 years of experience with the franchisor.~~

unless it is terminated in accordance with its terms. BSI is permitted to terminate the License Agreement only if we declare bankruptcy or become insolvent, if we and BSI mutually agree to terminate the License Agreement or if we breach BSI's quality control standards and fail to cure the breach within a 60 day cure period. If the License Agreement is terminated, the agreement states that all sublicenses granted by us to our franchisees will continue in full force and effect until the expiration or termination of the applicable franchise agreement. Except as discussed above, no agreements limit our right to use or sublicense the use of the Marks.

You must follow our rules when using the Marks. You cannot use our name or mark as part of a corporate name or with modifying words, designs, or symbols unless you receive our prior written consent. You may not use the Baja Smoothies name relating to the sale of any product or service that we have not authorized.

You must notify us immediately when you learn about an infringing or challenging use of the Marks. We will take the action we think appropriate. We are not required to take any action if we do not feel it is warranted. We may require your assistance, but you may not control any proceeding or litigation relating to our Marks. You must not directly or indirectly contest our or BSI's right to the Marks.

We will indemnify you against, and reimburse you for: (a) all damages for which you are held liable in any judicial or administrative proceeding arising out of your use of the Marks in strict compliance with the Franchise Agreement and Manual; and (b) all costs you reasonable incur in defending against any such claim brought against you in any proceeding in which you are named as a party. Our indemnification obligation will only apply if you notify us of the claim or proceeding in a timely manner and you are in full compliance with the Franchise Agreement and Manual.

Except as disclosed above, we are not required under the Franchise Agreement to (a) protect your right to use the Marks or protect you against claims of infringement or unfair competition arising out of your use of the Marks; or (b) participate in your defense or indemnify you for expenses or damages you incur if you are a party to an administrative or judicial proceeding involving our marks or if the proceeding is resolved in a manner that is unfavorable to you.

There are currently no: (a) effective material determinations of the Patent and Trademark Office, the Trademark Trial and Appeal Board, the trademark administrator of this state or any court; (b) pending infringements, oppositions or cancellations; or (c) pending material litigation involving any of the Marks. We do not know of any infringing uses that could materially affect your use of the Marks.

ITEM 14 PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

~~No patents or pending patent applications are material to the franchise.~~

We do not own or license any issued patents that are material to the franchise. We do have a pending U.S. design patent application covering the ornamental design of our portable beverage cart used by franchisees in the sale of goods. Franchisees display and use the design as part of the required System and trade dress.

<u>PATENTS AND PATENT APPLICATIONS</u>						
<u>Type</u>	<u>Status</u>	<u>No. / Serial No.</u>	<u>Filing / Issue Date</u>	<u>Title</u>	<u>Duration</u>	<u>Relationship to Franchise</u>
<u>Design</u>	<u>Pending Application*</u>	<u>30/012,117</u>	<u>July 8, 2025</u>	<u>PORTABLE BEVERAGE CART</u>	<u>N/A</u>	<u>Ornamental design of beverage cart</u>

*Not yet published as of the Issuance Date.

Although we have not filed an application for copyright registration for the Manual, our website or our marketing materials, we do claim a copyright to these items.

During the term of your Franchise Agreement, we will allow you to use certain confidential and proprietary information (some of which constitute “trade secrets”) relating to the development, marketing and operation of a Baja Smoothies Business. Examples include:

- recipes
- methods and techniques
- standards and specifications
- policies and procedures
- supplier lists and information
- marketing strategies
- merchandising strategies
- financial information
- information comprising the System

We will own all operational and customer data relating to your Baja Smoothies Business and you must treat this data as confidential and proprietary. We license you the right to utilize this data during the term of your Franchise Agreement. We consider all information in the Manual to be confidential.

We provide you with access to our confidential information through our Manual, training programs and other periodic support and guidance. You may use this information solely for purposes of developing, marketing and operating your Baja Smoothies Business in compliance with the terms of the Franchise Agreement and Manual. You may not disclose our confidential information to any person (other than your employees on a need to know basis) without our prior permission.

~~You must promptly notify us if you discover any unauthorized use of our proprietary information. We are not obligated to act, but will respond to this information as we deem appropriate. You may not control any proceeding or litigation alleging the unauthorized use of our proprietary information. We have no obligation to indemnify you for any expenses or damages arising from any proceeding or litigation involving our proprietary information. There are no infringements known to us at this time.~~

If you receive any claim that your authorized use of our patented, patent-pending, or copyrighted items infringes a third party’s rights, you must notify us in writing within 10 days of learning of the claim. Upon notice, we will investigate and may take such action as we deem appropriate, which may include defending or settling the claim, procuring rights, providing substitute materials, or requiring you to modify or discontinue use. We have the exclusive right to control the defense and any settlement of such claims. If a claim arises solely from your authorized use of our IP in accordance with the Franchise Agreement and Manual, we will defend and indemnify you, subject to your timely notice and cooperation and our control of the matter. We may require you to implement modifications or discontinuance of disputed items; you must comply within 30 days. You have no right to terminate the Franchise Agreement due to such changes.

There are no current material determinations affecting our patents, patent applications, or copyrights. There are no material IP proceedings pending in the USPTO or any court. There are no agreements that limit use of the patent(s), patent application(s), or copyright(s). We are not aware of any patent or copyright infringement that could materially affect franchisees.

All ideas, improvements, inventions, marketing materials, and other concepts you develop relating to the operation of your Business will be owned by us.

ATTACHMENT "A"
TO FRANCHISE AGREEMENT

DEAL TERMS

A. Franchisee Details.

Name of Franchisee: [_____]

Is the franchisee one or more natural persons signing in their individual capacity? **Yes:** ____ **No:** ____

Type of Entity and State of Formation* (if applicable): [_____]

** If the franchisee is a business entity, each natural person holding a direct or indirect ownership interest in the business entity, and spouse of each such person, must sign the Franchise Owner Agreement concurrently with the execution of this Agreement.*

The following table includes the full name of each natural person holding a direct or indirect ownership interest in the franchise (or the franchisee business entity if applicable) along with a description of their ownership interest.

Owner's Name	% Ownership Interest	Direct or Indirect (if indirect, describe nature of interest)

Notice Address: [_____]

B. Franchise Type (select).

___ **2-Cart Franchise (Includes 14-foot trailer): \$124,900 (Initial Installment of \$62,450)**

___ **4-Cart Franchise (Includes 28-foot trailer + club car): ~~\$259~~229,900 (Initial Installment of ~~\$129~~114,950)**

C. Territory.

The Territory referenced in the Franchise Agreement shall consist of the following geographic area (as further depicted on the map attached on the following page):

[_____]

EXHIBIT "H"
TO DISCLOSURE DOCUMENT

STATE EFFECTIVE DATES

State Effective Dates

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

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	
Hawaii	
Illinois	
Indiana	
Maryland	
Michigan	
Minnesota	August 28, 2025 (amended , 2025)
New York	
North Dakota	
Rhode Island	
South Dakota	
Virginia	
Washington	
Wisconsin	

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

RECEIPT

This Disclosure Document summarizes certain provisions of the franchise agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If Baja Smoothies Franchise, LLC offers you a franchise, it must provide this Disclosure Document to you 14 days before you sign a binding agreement or make a payment with the franchisor or an affiliate in connection with the proposed franchise sale.

If Baja Smoothies Franchise, LLC does not deliver this Disclosure Document on time, or if it contains a false or misleading statement or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580, and the appropriate state agency listed in EXHIBIT "A" to this Disclosure Document.

The franchise seller(s) involved with the sale of this franchise is/are:

_____ Chad Warzeka; 11419 Crestbury Echo, Woodbury, Minnesota 55129-5700; 651-661-4445

_____ Chad Bickle; One Green Tree Centre, 2nd Fl, Suite 201, Marlton, NJ 08053; 609-922-1735

Issuance Date: June 23, 2025 ([amended September 25, 2025](#))

Baja Smoothies Franchise, LLC's agent to receive service of process is listed in EXHIBIT "A" to this Disclosure Document (for registration states) and EXHIBIT "B" to this Disclosure Document (for all other states).

I received a Franchise Disclosure Document that included the following Exhibits:

- EXHIBIT "A" State Administrators and Agents for Service of Process
- EXHIBIT "B" Agent for Service of Process
- EXHIBIT "C" Franchise Agreement
- EXHIBIT "D" Table of Contents of the confidential Franchise Operations Manual
- EXHIBIT "E" List of Franchisees
- EXHIBIT "F" Financial Statements of Baja Smoothies Franchise, LLC
- EXHIBIT "G" Other Agreements
- EXHIBIT "G"-1 State Addenda
- EXHIBIT "G"-2 Franchisee Disclosure Questionnaire
- EXHIBIT "G"-3 General Release
- EXHIBIT "H" State Effective Dates
- EXHIBIT "I" Receipts

Print Name

(Signature) Prospective Franchise Owner

Date

(This Receipt should be executed in duplicate. One Receipt must be signed and remains in the Franchise Disclosure Document as the prospective franchise owner's copy. The other Receipt must be signed and returned to Baja Smoothies Franchise, LLC.)

RECEIPT

This Disclosure Document summarizes certain provisions of the franchise agreement and other information in plain language.

Read this Disclosure Document and all agreements carefully. If Baja Smoothies Franchise, LLC offers you a franchise, it must provide this Disclosure Document to you 14 days before you sign a binding agreement or make a payment with the franchisor or an affiliate in connection with the proposed franchise sale.

If Baja Smoothies Franchise, LLC does not deliver this Disclosure Document on time, or if it contains a false or misleading statement or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580, and the appropriate state agency listed in EXHIBIT "A" to this Disclosure Document.

The franchise seller(s) involved with the sale of this franchise is/are:

_____ Chad Warzeka; 5995 Oren Ave. N, Ste. 209-270, Woodbury, MN 55083; 651-661-4445

_____ Chad Bickle; One Green Tree Centre, 2nd Fl, Suite 201, Marlton, NJ 08053; 609-922-1735

Issuance Date: June 23, 2025 ([amended September 25, 2025](#))

Baja Smoothies Franchise, LLC's agent to receive service of process is listed in EXHIBIT "A" to this Disclosure Document (for registration states) and EXHIBIT "B" to this Disclosure Document (for all other states).

I received a Franchise Disclosure Document that included the following Exhibits:

- EXHIBIT "A" State Administrators and Agents for Service of Process
- EXHIBIT "B" Agent for Service of Process
- EXHIBIT "C" Franchise Agreement
- EXHIBIT "D" Table of Contents of the confidential Franchise Operations Manual
- EXHIBIT "E" List of Franchisees
- EXHIBIT "F" Financial Statements of Baja Smoothies Franchise, LLC
- EXHIBIT "G" Other Agreements
- EXHIBIT "G"-1 State Addenda
- EXHIBIT "G"-2 Franchisee Disclosure Questionnaire
- EXHIBIT "G"-3 General Release
- EXHIBIT "H" State Effective Dates
- EXHIBIT "I" Receipts

Print Name

(Signature) Prospective Franchise Owner

Date

(This Receipt should be executed in duplicate. One Receipt must be signed and remains in the Franchise Disclosure Document as the prospective franchise owner's copy. The other Receipt must be signed and returned to Baja Smoothies Franchise, LLC.)