

2026–2027
**FRANCHISE DISCLOSURE DOCUMENT
FOR PROSPECTIVE FRANCHISEES**

Smoothie King Franchises, Inc.
A Texas Corporation
9797 Rombauer Road
Coppell, Texas 75019
(214) 935-8900
Website: www.smoothieking.com
Email: franchise@smoothieking.com



The franchise is for the establishment and operation of a Smoothie King® unit offering guests a variety of custom smoothies and smoothie bowls blended to support healthy and active lifestyles. Each proprietary blend is made with select whole fruits and organic vegetables without any artificial preservatives, flavors and colors. In 2025, Smoothie King® introduced a selection of food items, including egg-based breakfast options, avocado/peanut butter toasts, protein boxes and protein bites. Smoothie King offers other nutritional drinks and general nutritional products under the name **Smoothie King®**. The Smoothie King mission and vision is to inspire people to live a healthy and active lifestyle and to make the world a better place by nourishing healthy habits.

The total investment necessary to begin operation of a traditional Smoothie King® Business ranges from (i) for an end-cap or in-line location, \$329,850 to ~~\$683,715~~\$683,215, and (ii) for a free-standing drive-thru location, ~~\$639,950~~\$624,950 to ~~\$1,278,900~~\$1,253,900. This includes \$27,500 to \$50,000 that must be paid to us. Smoothie King also offers Area Development rights to develop multiple Smoothie King Businesses. If you sign an Area Development Agreement, you also must pay us a development fee of \$12,500 for each Smoothie King® franchise you commit to develop after the first franchise. You must develop a minimum of 3 Smoothie King® Businesses under the Area Development Agreement.

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 the Smoothie King franchise sales office at 9797 Rombauer Road, Coppell, TX 75019, or (214) 935-8900.

The terms of your contract will govern your franchise relationship. Do not 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 (the “FTC”). You can contact the FTC at 1-877-FTC-HELP (1-877-382-4357) 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.

Type of Fee	Amount	Due Date	Remarks
Training Fees ⁵ Franchise and Area Development Agreements	No charge for initial training programs for the first 2 trainees. Reasonable fee may be charged for additional trainees to attend, currently up to a maximum of \$1,500 per additional person.	As incurred. Currently not charged.	You must pay us a reasonable fee for additional personnel to attend the initial training program, or other, training programs.
Remodel Costs	5 Years: Up to \$25,000 for materials	During the 5 th year after the open date of the Franchised Business.	These amounts are for materials only and are payable to third-party suppliers. Labor costs will vary based on where your Units are located.
Audit Fees	Audit discrepancies and reasonable actual costs of conducting audit.	After audit and audit costs if gross sales are understated by 2% or more.	
Transfer Fees ⁶ Franchise Agreement Area Development Agreement	\$7,500–\$12,500 plus \$5,000 for Grand Opening Advertising If required to permit a transfer under applicable law, for each undeveloped Unit under the Development Schedule, 10% to 20% of then-current Initial Franchise Fee	At transfer closing.	Transfer fees may be reduced under certain circumstances (e.g., we will consider a reduced fee for transfers to immediate family members).
Securities Offering Fee Franchise Agreement and Area Development Agreement	Not to exceed \$25,000	Upon your review of Securities Offering.	
Non-Compliance Fee	Currently, \$25 to \$500 maximum per violation, plus third party expenses	As incurred	If you default under your Franchise Agreement, you must pay us a fee in consideration of expenses we incur in addressing the default.
Supplier Approval Fee	Actual costs of inspection and testing.	Upon inspection and testing of products.	Incurred if you desire to purchase any items from an unapproved supplier.
Legal Fees and Costs Franchise Agreement and Area Development Agreement	Reasonable Actual expenses associated with enforcement of agreements.	Upon conclusion of legal proceedings.	
Design Documents for New and Relocated Units	Up to \$2,500 (non-refundable)	As incurred.	
NSF Checks or Draft	\$50 for first occurrence; \$75 for each occurrence thereafter.	As incurred.	We may change this fee on notice to reflect our additional costs.
Late Fee	\$50 per occurrence	As incurred	
Product and Service Purchases	Varies	As incurred.	

Type of Fee	Amount	Due Date	Remarks
Extra Operational and Marketing Support: Franchise Agreement and Area Development Agreement	Reimbursement of reasonable actual expenses.	As incurred.	Includes visits to cure operational issues.
Technology Fee ⁷	Reasonable monthly fee; currently <u>Currently \$200 per month, to a maximum fee of \$1,000 per month.</u>	The 23 rd day of each month.	We have the right to increase the Fee by the same percentage as actual costs increase by providing you with 60 days' notice.
Software and Security Fee ⁷	Currently, \$290 to \$350 per month, <u>to a maximum fee of \$1,000 per month.</u>	The 23 rd day of each month.	This fee includes a license for our Proprietary Software and participation in our data security program. We may change this fee on notice, in order to reflect our additional costs.
Relocation Fee	Up to \$2,500 (site package and plans may be an additional charge)	As incurred	
Renewal Fee	Currently, 1/2 of the current initial Franchise Fee; and \$775 renewal upgrade design fee (non-refundable)	Before we sign the renewal franchise agreement.	
Failure to Submit Monthly Profit and Loss Statements	\$500 per month	As incurred	If you fail to submit the required profit and loss statement in any month, you must pay us \$500 for each month that such monthly profit and loss statement is past due
Failure to Operate Minimum Hours and Days	\$200 per day	As incurred	
Site Investigation Survey Fee	Currently \$1,400, not to exceed \$2,500	As incurred	At our option, we may engage a third-party site investigation provider on your behalf to provide site investigation services to you. If we do so, we will pay the provider and invoice you for the amount paid to the provider. We may increase this fee if the provider's fees increase.

General Comments: All fees are payable to Smoothie King and apply to the Franchise Agreement. The fees are non-refundable. Occasionally, Smoothie King waives or reduces certain one-time fees. Otherwise, the fees are uniformly imposed unless otherwise noted. During the term of the Franchise Agreement, Smoothie King may offer optional services not currently contemplated for which Smoothie King may charge a fee. All fees apply to both Traditional and Non-Traditional locations unless otherwise noted.

Type of Expenditures	Amount	Method of Payment	When Due	To Whom Payment Is To Be Made
TOTAL ^{17, 18, 19}	\$329,850-\$683,715 <u>\$683,215</u>			

FREE-STANDING DRIVE-THRU LOCATION

Type of Expenditures	Amount	Method of Payment	When Due	To Whom Payment Is To Be Made
Initial Franchise Fee ¹	\$25,000–\$30,000 (\$15,000 for a Non-Traditional location)	Lump sum.	When the Franchise Agreement is signed.	Smoothie King.
Three Months' Rental & Deposit ²	\$5,000–\$30,000	As arranged.	As arranged.	Lessor.
Technology Systems ³	\$12,000 - \$14,500	As arranged.	As arranged.	Smoothie King and Approved Suppliers.
Grand Opening Marketing ⁴	New Unit: Minimum of \$15,000 for Traditional Units and Minimum \$7,500 for Non-Traditional Units	As arranged.	As arranged.	Paid to approved suppliers or Smoothie King.
Travel and Training Expenses ⁵	\$0–\$6,000	As arranged.	As arranged.	Suppliers of Lodging and Transportation.
Insurance ⁶ (First Year's Premium)	\$3,500–\$7,500	Lump sum in advance or installments.	Monthly, quarterly or yearly.	Insurance Company.
Other Prepaid Expenses ⁷	\$14,700–\$29,400	As arranged.	Lump sum.	Smoothie King, Suppliers, Government.
Start-Up Supplies, Smallwares & Inventory ⁸	\$25,250–\$25,750	As arranged.	As arranged.	Approved Suppliers.
Furniture, Fixtures & Equipment, Millwork and Graphics ⁹	\$95,000–\$140,000	As arranged.	As arranged.	Approved Suppliers.
Architectural & Engineering Professional Services ¹⁰	\$25,000-\$50,000	As arranged.	As arranged.	Approved Architects & Engineers.
Signage ¹¹	\$28,000–\$38,000	As arranged.	As arranged.	Approved Suppliers.
Leasehold Improvements ¹²	\$350,000–\$825,000	As arranged.	As arranged.	Suppliers.
Legal, Accounting & Organizational Costs ¹³	\$500–\$4,000	As arranged.	As arranged.	Government, Attorneys, Accountants.
Miscellaneous Costs ¹⁴	\$1,000–\$5,000	As arranged.	As arranged.	Various Suppliers.
Drive-Thru ¹⁵	\$25,000–\$33,750	As arranged.	As arranged.	Various Suppliers.

Type of Expenditures	Amount	Method of Payment	When Due	To Whom Payment Is To Be Made
Additional Funds—3 Months ¹⁶	\$15,000–\$25,000	As arranged.	As arranged.	Suppliers/Line of Credit.
TOTAL ^{17, 18, 19}	\$639,950 <u>\$624,950</u> – \$1,278,900 <u>\$1,253,900</u>			

NOTES:

General Comments: The above figures are estimates of the complete investment in establishing a Smoothie King Business, and it is possible to significantly exceed these costs in many of the areas listed above. Your actual investment will depend upon many different factors like labor, location, amount of space leased, existing leasehold conditions, amount of leasehold improvements, and your ability to efficiently manage and coordinate the construction and opening of the Unit. The amounts paid to Smoothie King are non-refundable unless otherwise stated. The refundability of amounts paid to third-parties depends upon your negotiations with these parties. The following notes are integral to the understanding of the financial commitment required to successfully establish and operate the Smoothie King Business. You should review the notes thoroughly. If you are interested in investing in a free-standing kiosk location, please see Note 19 below. If you are interested in investing in a free-standing drive-thru-only location, please see Note 20 below.

(1) Initial Franchise Fee: Your Initial Franchise Fee is \$30,000 for your first Unit. If you have One (1) Unit open and operating, and you desire to purchase more Units under new Franchise Agreements, you will pay an Initial Franchise Fee of \$25,000 for the second and all subsequent Units you purchase if you are in good standing and meet our qualifications. The Initial Franchise Fee for all Non-Traditional locations is \$15,000. See Item 1 for additional information on Non-Traditional locations.

We are a member of the International Franchise Association (“IFA”) and participate in the IFA’s Vet Fran program, which provides financial incentives to qualified veterans to help them acquire franchised businesses. If you are eligible for the Vet Fran discount, you receive a 20% discount off your Initial Franchise Fee. This discount does not apply to a franchise agreement renewal fee.

If you are eligible for the first responders discount, you receive a 20% discount off your Initial Franchise Fee. This discount does not apply to a franchise agreement renewal fee.

(2) Three Months’ Rental and Deposit: Typical Traditional locations for Smoothie King Businesses are shopping centers within suburban shopping areas. Typically, you would lease an existing location in a strip center or other commercial shopping center and remodel the location to conform to the current design specifications of a Smoothie King Business. You may also lease the land and an existing facility and convert the facility to a Smoothie King Business or enter into a build-to-suit lease under which lease the landlord agrees to construct a structure which will be used for your Smoothie King Business and lease the land and the building back to you. You may also purchase the land and build the facility yourself. The cost of land may vary dramatically depending upon a multitude of factors and it varies by city and region. Smoothie King has not included costs for land acquisition or the construction of a free-standing building. You must perform a thorough investigation in your local area concerning land, site, leasehold and construction costs. These costs may vary significantly from location to location

Provision	Section in Franchise or Other Agreement	Summary
p. Your death or disability.	Section 15.3	Your estate must transfer your interest to your heirs or beneficiaries, or a third party approved by Smoothie King within 6 months.
q. Non-competition covenants during the term of the franchise.	Article XVII	No <u>Subject to applicable state law, no</u> involvement in similar business anywhere; cannot divert business to a competitor. <u>Subject to applicable state law.</u>
r. Non-competition covenants after the franchise is terminated or expires.	Article XVII	<u>Subject to applicable state law.</u> No involvement in similar business for 2 years within a 5 mile radius of the Unit location or any other franchisee or Smoothie King company affiliate-owned Business; cannot compete with or solicit guests of Smoothie King® or other franchisees; cannot divert business to customer or competitor. <u>Subject to applicable state law.</u>
s. Modification of the Agreement	Article XXIII	No modifications generally but standards, specifications, Manuals, products and services, Proprietary Marks and other items specified in the Franchise Agreement are subject to change.
t. Integration/merger clause	Section 23.1	Only the terms of your Franchise Agreement are binding (subject to state law). Any representations or promises outside of the disclosure document and Franchise Agreement may not be enforceable. Notwithstanding the foregoing, nothing in any franchise agreement is intended to disclaim the express representations made in this Franchise Disclosure Document.
u. Dispute resolution by arbitration or mediation	Not Applicable	
v. Choice of Forum	Section 25.5	All disputes, claims and controversies will be brought in the Federal District Court for the Northern District of Texas or in state court in the judicial district in which Smoothie King has its principal place of business. (Subject to state law)
w. Choice of Law	Section 25.7	Texas law applies (subject to federal and state law and to Smoothie King's rights under federal trademark law).

Provision	Section in Area Development Agreement	Summary
a. Term of the Area Development Agreement	Section 4.1	From signing of Area Development Agreement until the date the last Unit is scheduled to open, which may range from 12 months to 5 years depending upon the number of Units to be developed and the market area. An Area Development Agreement will automatically terminate 1 year after the last Unit is scheduled to open according to the Development Schedule.
b. Renewal or extension of the term	None	N/A
c. Requirements for you to		

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**MINNESOTA ADDENDUM TO
SMOOTHIE KING
DISCLOSURE DOCUMENT**

The following information applies to franchises and franchisees subject to Minnesota statutes and regulations and modifies information stated in the main body of the FDD.

~~1. Item 13. We will indemnify you against, and reimburse you for, all damages for which you are held liable in any proceeding arising out of your use of any Proprietary Mark that complies with the Franchise Agreement. We will also reimburse you for all costs that you reasonably incur in defending any such claim brought against you in any proceeding in which you are named as a party. You must timely notify us of such claim or proceeding and comply with the Franchise Agreement.~~

~~2. Item 17.~~

~~(a) Minnesota law provides you with certain termination and nonrenewal rights. As of the date of this disclosure document, Minn. Stat. Sec. 80C.14, Subd. 3, 4 and 5 require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for nonrenewal of the Franchise Agreement.~~

~~(b) Minn. Stat. §Minnesota Statute 80C.21 and Minn. Minnesota Rule ~~2860.4400J~~2860.4400(J) prohibit ~~us~~the franchiser from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the ~~disclosure document or Franchise Agreement can eliminate~~Disclosure Document or agreement(s) can abrogate or reduce (1) any of your the franchisee's rights as provided for in Minnesota ~~Statutes, Chapter~~Statute 80C, or ~~your~~(2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.~~

~~(c) No release language stated in the Franchise Agreement will relieve Franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Minnesota, provided that this part will not bar the voluntary settlement of disputes.~~

With respect to franchises governed by Minnesota law, the franchiser will comply with Minnesota Statute 80C.14 Subd. 3-5 which require (except in certain specified cases)

- that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement and
- that consent to the transfer of the franchise will not be unreasonably withheld.

Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statute 80C.12 Subd. 1(G). The franchiser will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes, or other commercial symbols or indemnify the franchisee from any loss, costs, or expenses arising out of any claim, suit, or demand regarding the use of the name.

Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release. The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minnesota Rule 2860.4400(J) also, a court will determine if a bond is required.

The Limitations of Claims section must comply with Minnesota Statute 80C.17 Subd. 5. Minnesota Rule 2860.4400(K) prohibits a franchisor from requiring a security deposit except for the purpose of securing against damage to property, equipment, inventory, or leaseholds.

NSF checks are governed by Minnesota Statute 604.113, which puts a cap of \$30 on service charges.

~~3.~~ No statement, questionnaire, or ~~acknowledgment~~acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including, fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed ~~in connection~~ with the franchise.

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Per MN Stat. 2860.3300, the following statement must be included in boldface type on the MN addendum:

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.