FRANCHISE DISCLOSURE DOCUMENT



BL Restaurant Franchises, LLC

(a Delaware limited liability company)
4550 Beltway Drive
Addison, Texas 7500l
(214) 845-4800
cdevlin@blro.net
www.barlouieamerica.com
www.barlouie.com



BL Restaurant Franchises, LLC is offering franchises for the operation of restaurants dealing in the sale of upscale casual food, on-premises consumption of alcoholic beverages and related sales of products and services.

The total investment necessary to begin operations of a Bar Louie Restaurant ranges from \$410,000 to \$2,985,000 (based on leasing the premises). This includes the \$50,000 initial franchise fee for a single restaurant franchise that must be paid to the franchisor or an affiliate. We also offer an opportunity to open and operate multiple Bar Louie restaurants within a defined geographic area under an Area Development Agreement (the "Development Agreement"). As a Developer, the total initial investment is the Development Fee paid to us at the time of executing the Development Agreement equal to \$25,000 multiplied by the number of Bar Louie restaurants to be developed under the Development Agreement. You will not incur other expenses until you purchase a unit franchise.

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 or grant. 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 disclosure in different formats, contact Chris Devlin, 4550 Beltway Drive, Addison, Texas 75001, (214) 845-4800, <u>cdevlin@blro.net.cdevlin@blro.net</u>.

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 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 "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 be laws on franchising in your state. Ask your state agencies about them. 4/14/15

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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 ARBITRATION OR LITIGATION IN DALLAS COUNTY, TEXAS. OUT OF STATE ARBITRATION OR LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY COST YOU MORE TO ARBITRATE OR LITIGATE IN TEXAS THAN IN YOUR HOME STATE.
- 2. THE FRANCHISE AGREEMENT STATES THAT TEXAS LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
- 3. WE MAY ESTABLISH A BAR LOUIE RESTAURANT IN A LIMITED USE FACILITY WITHIN YOUR TERRITORY. A LIMITED USE FACILITY INCLUDES AIRPORTS; HOTELS; RAILROAD STATIONS OR OTHER TRANSPORTATION FACILITIES; STADIUMS, RACETRACKS OR OTHER SPORTS FACILITIES; CASINOS; AND THEATERS, AUDITORIUMS, AMUSEMENT PARKS OR OTHER ENTERTAINMENT FACILITIES.
 - THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

Effective dates in franchise registration states:
California:
Illinois: May 12, 2014
Indiana: January 11, 2014 January 11, 2015
Michigan: January 10, 2014 January 10, 2015
Minnesota:
New York:
Washington:
Wisconsin: May 12, 2014

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