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MAY 03 2016

FRANCHISE DISCLOSURE DOCUMENT

FSC FRANCHISE CO , LLC
A Delaware Limited Liability Company
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www.beefobradysfranchise.com

Department of
Business Oversight

FSC Franchise Co , LLC operates businesses and grants franchises for businesses which operate either full menu, table service Beef 'O' Brady's® Family Sports Pubs (“**Full Service Family Sports Pubs**”) or limited menu, fast casual Beef 'O' Brady's® Family Sports Pubs (“**Limited Service Family Sports Pubs**”), both of which provide food and beverage in a family-oriented environment using distinctive trademarks, service marks, trade dress and business systems Full Service Family Sports Pubs and Limited Service Family Sports Pubs are referred to throughout this Disclosure Document as “**Family Sports Pubs**”

The total investment necessary to begin operations of one Full Service Family Sports Pub ranges from \$668,700 to \$1,157,000 This includes \$35,000 that must be paid to the franchisor or its affiliate The total investment necessary to begin operations of one Limited Service Family Sports Pub ranges from \$536,000 to \$889,000 This includes \$35,000 that must be paid to the franchisor or its affiliate The total investment necessary to begin operations as an Area Developer ranges from \$55,000 to \$115,000 (assuming a minimum of 2 and a maximum of 5 Family Sports Pubs), plus the total investment necessary to begin operation of each Family Sports Pub developed This includes \$35,000 for the first restaurant that must be paid to the franchisor or its affiliate for the first Family Sports Pub developed and \$17,500 for each additional restaurant that must be paid to the franchisor or its affiliate for each subsequent Family Sports Pub to be developed

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 Chris Elliott at 5660 W Cypress Street, Suite A, Tampa, Florida 33607, (813)-226-2333, cellhott@fscfranchise.com

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 contracts 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 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, 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 April 29, 2016

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 G 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 MEDIATION AND LITIGATION ONLY IN FLORIDA. OUT-OF-STATE MEDIATION AND LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO MEDIATE OR LITIGATE WITH US IN FLORIDA THAN IN YOUR OWN STATE.

2 THE FRANCHISE AGREEMENT STATES THAT FLORIDA 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 SPOUSE(S) AND MEMBERS OF IMMEDIATE FAMILIES OF THE FRANCHISEE, THE FRANCHISE OFFICERS, DIRECTORS, PARTNERS, SHAREHOLDERS, AND FRANCHISE MANAGERS ARE BOUND BY THE CONFIDENTIALITY PROVISIONS AND COVENANTS NOT TO COMPETE EVEN IF SUCH SPOUSE(S) AND IMMEDIATE FAMILY MEMBER(S) ARE PROHIBITED FROM OWNING, OPERATING OR PERFORMING SERVICES FOR A COMPETING BUSINESS DURING AND AFTER THE TERM OF THE AGREEMENT.

4 THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

We use the services of one or more FRANCHISE BROKERS or referral sources to assist us in selling our franchise. A franchise broker or referral source represents us, not you. We pay this person a fee for selling our franchise or referring you to us. You should be sure to do your own investigation of the franchise.

Effective Date See next page for state effective dates

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