

## FRANCHISE DISCLOSURE DOCUMENT



**Bennigan's Franchising Company, LLC**  
**A Delaware Limited Liability Company**  
5151 Beltline Road  
Suite 300  
Dallas, Texas 75254  
469-277-6371  
[www.bennigans.com](http://www.bennigans.com)

The franchisee will operate a Bennigan's® restaurant that offers a wide variety of menu items featuring moderately-priced meals for the family, including steak, seafood, chicken, salads, sandwiches, and other dinner and luncheon entrees, along with a full bar.

The total investment necessary to begin operation of a Bennigan's franchised business is ~~\$1,022,075~~ \$1,027,075 to \$3,438,244. This includes \$60,000 to \$110,075 that must be paid to the franchisor or its affiliates. This does not include any development rights.

The total investment necessary to begin operation of a Bennigan's franchised business under a Development Agreement is ~~\$1,032,075~~ \$1,037,075 to \$3,448,244 per restaurant. This includes \$70,000 to \$120,075 that must be paid to the franchisor or its 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 governmental agency has verified the information contained in this document.**

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 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](http://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 ~~1, 2011~~ 16, 2012

## 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 FRANCHISOR OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.

Call the state franchise administrator listed in Exhibit I 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 LITIGATION ONLY IN TEXAS. OUT-OF-STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS-FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO SUE US IN TEXAS THAN YOUR HOME STATE.
2. THE FRANCHISE AGREEMENT AND DEVELOPMENT AGREEMENT STATE THAT TEXAS LAW GOVERNS THE AGREEMENTS, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
3. THE FRANCHISE AGREEMENT REQUIRES YOUR SPOUSE TO SIGN THE PERSONAL GUARANTY MAKING YOUR SPOUSE JOINTLY AND SEVERALLY LIABLE FOR ALL OBLIGATIONS OF THE FRANCHISE BUSINESS. THIS REQUIREMENT PLACES YOUR ASSETS AND YOUR SPOUSE'S ASSETS AT RISK.
4. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

This disclosure document is effective in certain states on the dates listed in Attachment 1, on the following page.

## ATTACHMENT 1 STATE EFFECTIVE DATES

The ~~effective dates of registration of this Disclosure Document or exemption in the states listed below are as follows:~~ following states 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 Franchise Disclosure Document is registered, on file, or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

STATE	EFFECTIVE DATE
California	May <del>6, 2011</del> <u>2012</u>
Florida (Annual Exemption)	May 26, 2011; <u>renewed through May 26, 2013</u>
Illinois	<del>May 25, 2011</del> <u>April 27, 2012</u>
Kentucky (One-Time Exemption)	May 4, 2011
Maryland	<del>August 29, 2011</del> <u>June 11, 2012</u>
Michigan	September 23, 2011; <u>renewed through September 23, 2013</u>
Minnesota	<del>June 3, 2011</del> <u>May 9, 2012</u>
Nebraska (One-Time Exemption)	May 6, 2011
New York	<del>June 13, 2011</del> <u>May 31, 2012</u>
Texas (One-Time Exemption)	May 26, 2009
Utah (Annual Exemption)	May 9, <del>2011</del> <u>2012</u>
Virginia	<del>July 28, 2011</del> <u>June 19, 2012</u>
Wisconsin	May 4, <del>2011</del> <u>2012</u>

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