

FRANCHISE DISCLOSURE DOCUMENT



BUFFALO WILD WINGS INTERNATIONAL, INC.
5500 Wayzata Boulevard
Suite 1600
Minneapolis, MN 55416
(952) 593-9943
www.buffalowildwings.com

We grant you the right to operate a BUFFALO WILD WINGS® Restaurant. Your Restaurant will have a sports entertainment-oriented, casual/fast casual restaurant theme, and will offer on-premises dining and carry-out and offer for sale a wide variety of chicken wings, sandwiches and other products and beverages, including alcoholic beverages.

The total investment necessary to begin operation of a BUFFALO WILD WINGS® Restaurant is from \$1,701,500 to \$3,260,700 for a free standing location of approximately 4,601 to 7,000 square feet (not including land); from \$1,371,700 to \$2,614,300 for a non-free standing location of approximately 4,601 to 7,000 square feet; from \$1,404,200 to \$2,670,700 for a free standing location of approximately 4,000 to 4,600 square feet (not including land); or \$1,223,200 to \$2,234,700 for a non-free standing location of approximately 4,000 to 4,600 square feet. This includes \$25,000 to \$50,000 that must be paid to the franchisor or an affiliate.

If you sign an Area Development Agreement, the Initial Franchise Fee is \$40,000 for each Restaurant you commit to develop under the ADA, except that you will pay an Initial Franchise Fee equal to \$25,000 for subsequent Restaurants if we determine that you are capable of conducting, and in fact do conduct, your own pre-opening staff training for such subsequent Restaurants. Upon signing an Area Development Agreement, you pay a lump sum, nonrefundable Development Fee equal to ½ of the Initial Franchise Fee for each Restaurant to be opened under the Area Development Agreement. If you sign a Franchise Agreement for a Restaurant whose trade area is wholly within the Designated Area of another Restaurant you own, there is no Initial Franchise Fee. You will only pay the costs incurred by Buffalo Wild Wings International, Inc. in assisting with your restaurant opening.

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 Sarah Yatchak in the Buffalo Wild Wings Franchise Department at 5500 Wayzata Blvd., Suite 1600, Minneapolis, Minnesota 55416 and (952) 593-9943.

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'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 also be laws on franchising in your state. Ask your state agencies about them.

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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 LITIGATION OR ARBITRATION ONLY IN MINNESOTA. OUT-OF-STATE LITIGATION OR ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST MORE TO LITIGATE OR ARBITRATE WITH US IN MINNESOTA THAN IN YOUR OWN STATE.**
2. **THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.**

Effective Date: See the following page for registration state effective dates.

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