

## FRANCHISE DISCLOSURE DOCUMENT

### Burger Village, LLC

A Delaware limited liability company

222 7<sup>th</sup> Avenue

Brooklyn, New York 11215

Tel: (516) 597-5336

www.burgervillageny.com

e-mail: support@burgervillageny.com



The franchise offered is for a “Burger Exotic Village” and or “Burger Village” restaurant offering a variety of burgers made from traditional and exotic meats, such as elk, boar, lamb and ostrich, vegetarian burger options, salads, soups, beverages, shakes and desserts. A Burger Exotic Village and or Burger Village restaurant operates using the franchisor’s proprietary recipes, formulae, techniques, trade dress, trademarks and logos. We offer both quick-serve and full-service restaurant franchises.

The total investment necessary to begin operation of a quick-serve Burger Exotic Village and or Burger Village Restaurant franchise is \$489,000 to \$670,500. This includes \$40,000 that must be paid to the franchisor and/or its affiliate, as appropriate. The total investment necessary to begin operation of a full-service Burger Exotic Village and or Burger Village Restaurant franchise is \$589,000 to \$810,500. This includes \$40,000 that must be paid to the franchisor and/or its affiliate, as appropriate.

If you enter into a Multi-Unit Development Agreement to develop at least three restaurants, when you sign the Multi-Unit Development Agreement you will pay a development fee equal to 100% of the initial franchise fee for the first restaurant to be developed, plus 25% of the initial franchise fee for each additional restaurant to be developed under the Multi-Unit Development Agreement. If you choose to develop three quick-serve restaurants under a Multi-Unit Developer Agreement, the total estimated investment is \$551,000 to \$733,000 This includes \$60,000 that must be paid to the franchisor and/or its affiliate. If you choose to develop three full-service restaurants under a Multi-Unit Developer Agreement, the total estimated investment is \$651,000 to \$873,000. This includes \$60,000 that must be paid to the franchisor and/or its affiliate.

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 the 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 Vipin Yadav at 222 7<sup>th</sup> Avenue, Brooklyn, New York 11215 and (516) 597-5336.

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, DC 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: March 05, 2018 amended as of March 16, 2018**

## 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 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 AND MULTI-UNIT DEVELOPMENT AGREEMENT REQUIRE YOU TO RESOLVE DISPUTES WITH US BY ARBITRATION AND LITIGATION ONLY IN NEW YORK. OUT-OF-STATE ARBITRATION AND LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO ARBITRATE AND LITIGATE WITH US IN NEW YORK THAN IN YOUR OWN STATE.
2. THE FRANCHISE AGREEMENT AND MULTI-UNIT DEVELOPMENT AGREEMENT STATE THAT NEW YORK 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. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

Effective date: See the next page for state effective dates

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