

## FRANCHISE DISCLOSURE DOCUMENT



**MR. GATTI'S, LP**  
A Texas limited partnership  
550 Bailey Ave., Suite 650  
Fort Worth, Texas 76107  
(817) 546-3500  
[efinley@gattispizza.com](mailto:efinley@gattispizza.com)  
[www.gattispizza.com](http://www.gattispizza.com)

The franchise is for a single GattiTown Facility, which is a large urban family dining and entertainment center ("GattiTown Facility") (current prototype of 12,500 square feet) featuring an all-you-care-to-eat pizza, pasta and salad buffet and redemption and non-redemption games and amusements. The total investment necessary to begin operation of a GattiTown Facility ranges from \$2,347,775 to \$4,401,375. This includes \$60,000 that must be paid to the franchisor or an 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 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 Erin Finley in our legal department at P.O. Box 470726, Fort Worth, Texas 76147; email: [efinley@gattispizza.com](mailto:efinley@gattispizza.com).

The terms of your contract will govern your franchise relationship. Do not 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.

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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 Attachment 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 THAT ALL DISAGREEMENTS BE MEDIATED AND LITIGATED IN TARRANT COUNTY, TEXAS. OUT OF STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT. IT MAY ALSO COST YOU MORE TO LITIGATE WITH US IN FORT WORTH, TEXAS THAN IN YOUR HOME STATE.
2. THE FRANCHISE AGREEMENT STATES THAT TEXAS LAW GOVERNS THE FRANCHISE AGREEMENT, 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 PERMITS US TO DEVELOP AND OPERATE, OR GRANT OTHERS THE RIGHT TO DEVELOP AND OPERATE, GATTI'S FACILITIES OTHER THAN THE GATTITOWN FACILITY YOU MUST DEVELOP AND OPERATE IN YOUR PROTECTED AREA DURING THE TERM OF YOUR FRANCHISE AGREEMENT. THIS MAY RESULT IN A DIFFERENT PERSON DEVELOPING AND OPERATING A DIFFERENT TYPE OF GATTI'S FACILITY IN YOUR PROTECTED AREA DURING THE TERM OF YOUR FRANCHISE AGREEMENT.
4. PLEASE NOTE THAT AS OF MAY 24, 2016 (THE DATE OF THE MOST RECENT AUDITED FINANCIAL STATEMENTS AVAILABLE), 73% OF THE ASSETS OF MGI HOLDINGS, LP AND SUBSIDIARIES WERE INTANGIBLE. YOU MAY WANT TO CONSIDER THIS WHEN MAKING A DECISION TO PURCHASE THIS FRANCHISE OPPORTUNITY.
5. YOU WILL BE REQUIRED TO PAY US LIQUIDATED DAMAGES IF YOUR FRANCHISE AGREEMENT IS TERMINATED FOR CAUSE. SEE ITEM 6.
6. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

We may 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.

State registration effective dates are listed on the following State Registrations page.

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