

## FRANCHISE DISCLOSURE DOCUMENT



Golden Franchising Corporation a Delaware corporation 1131 Rockingham Drive, Suite 250 Richardson, Texas 75080 972-831-0911 franchise@goldenchick.com www.goldenchick.com www.facebook.com/goldenchick http://twitter.com/goldenchickhome

The franchisee will operate a quick service chicken restaurant under the trade name and business system associated with the mark GOLDEN CHICK<sup>®</sup>.

The total investment necessary to develop a single, prototypical Golden Chick Restaurant ranges from \$225235,450 to \$491471,000 (excluding any real estate, improvements and soft costs). This range includes the \$30,000 franchise fee (or \$45,000 within our Houston, Texas Area Representative's Assigned Area ("Houston Area")) that must be paid to the franchisor or affiliate.

If you sign a Development Agreement to operate multiple Golden Chick Restaurants in a designated area, you must pay a development fee of \$9,000 for each Golden Chick Restaurant to be developed. In addition, at the time you sign the development agreement, you must also pay to us the entire initial franchise fee of \$30,000 (or \$45,000 within the Houston Area) for the first restaurant, and \$9,000 for each additional restaurant you will develop. If you are compliant with the terms and conditions of the Development Agreement, then \$9,000 (the per-Golden Chick Restaurant development fee) will be credited toward the initial franchise fee for each Golden Chick Restaurant identified in the Development Schedule contained in the Development-Agreement. The initial franchise fee for the first Franchise Agreement signed under the Development Agreement will be \$30,000 (or \$45,000 within the Houston Area), and the initial franchise fee for each additional Franchise Agreement signed under the Development Agreement (excluding any agreements within the Houston Area) will be reduced to 60% of our then-current initial franchise fee.

Area Representatives have no authority, express or implied, to act as an agent of ours or any of our affiliates for any purpose. Area Representatives are independent contractors responsible for all obligations and liabilities of, and for all loss or damage to, or resulting from their operations.

This Franchise Disclosure Document summarizes certain provisions of your franchise agreement and other information in plain English. Read this Franchise Disclosure Document and all accompanying agreements carefully. You must receive this Franchise 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. Do not rely on the disclosure document alone to understand your contract. Read your entire contract carefully. Show your contract and this Franchise Disclosure Document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this Franchise 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 Franchise Disclosure Document, is available from the Federal Trade



Commission ("FTC"). 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.

Date of Issuance: May 8, 2015 April 20, 2016.



## **STATE COVERAGE 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 FRANCHISE 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 AND DEVELOPMENT AGREEMENT REQUIRE 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 LITIGATE WITH US IN TEXAS RATHER THAN YOUR OWN 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. THERE MAY BE OTHER RISKS CONCERNING THE FRANCHISE.

Effective Date: See State Effective Dates Page

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.

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