

FRANCHISE DISCLOSURE DOCUMENT

Hardee's Food Systems, Inc.
A North Carolina Corporation
100 N. Broadway
Suite 1200
St. Louis, MO 63102
(314) 259-6200
hfslegal@ckr.com
www.hardees.com



The franchisee will operate a quick service restaurant under the name "Hardee's" ("Hardee's Restaurant") or a quick service restaurant under the names "Hardee's" and "Red Burrito" ("Dual Concept Restaurant").

The total investment necessary to begin the operation of a Hardee's Restaurant ranges from approximately \$715,000 to \$1,392,000. This includes an initial license fee of \$5,000, which must be paid to us. This range does not include the cost of buying or renting the business location.

The total investment necessary to begin the operation of a Dual Concept Restaurant ranges from approximately \$754,500 to \$1,441,500. This includes an initial license fee of \$10,000, which must be paid to us. This range does not include the cost of buying or renting the business location.

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 Lena Hines, Legal Manager at 100 N. Broadway, Suite 1200, St. Louis, Missouri 63102-2706, (314) 259-6257.

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 ("FTC"). You can contact the FTC by calling 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.

Issued: April 30, 2009.

STATE COVER PAGE

Your state may have a franchise law that requires us to register or file with a state administrator before offering or selling franchises 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 AGREEMENTS REQUIRE YOU TO RESOLVE DISPUTES WITH US BY LITIGATION ONLY IN THE STATE IN WHICH OUR PRINCIPAL OFFICES ARE LOCATED, WHICH CURRENTLY IS MISSOURI. OUT-OF-STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT ALSO MAY COST YOU MORE TO SUE US IN MISSOURI THAN IN YOUR OWN STATE.
2. THE FRANCHISE AGREEMENTS STATE THAT MISSOURI 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.

This disclosure document is for use in the District of Columbia and all states except Hawaii.

The effective date of this disclosure document for the following states is listed below:

Illinois	May 29, 2009
Maryland	June 2, 2009
Minnesota	June 1, 2009
North Dakota	May 29, 2009
Rhode Island	_____, 2009
South Dakota	May 29, 2009
Virginia	June 9, 2009
Washington	May 27, 2009
Wisconsin	May 29, 2009

Table of Contents

<u>ITEM</u>	<u>PAGE</u>
Item 1 The Franchisor, and any Parents, Predecessors, and Affiliates.....	1
Item 2 Business Experience	4
Item 3 Litigation.....	4
Item 4 Bankruptcy	6
Item 5 Initial Fees.....	14
Item 6 Other Fees	16
Item 7 Estimated Initial Investment	18
Item 8 Restrictions on Sources of Products and Services	18
Item 9 Franchisee’s Obligations.....	23
Item 10 Financing	25
Item 11 Franchisor’s Assistance, Advertising, Computer Systems, and Training.....	25
Item 12 Territory	33
Item 13 Trademarks	33
Item 14 Patents, Copyrights, and Proprietary Information	35
Item 15 Obligation To Participate in the Actual Operation of the Franchise Business	36
Item 16 Restrictions on What the Franchisee May Sell.....	36
Item 17 Renewal, Termination, Transfer, and Dispute Resolution.....	37
Item 18 Public Figures	43
Item 19 Financial Performance Representations.....	44
Item 20 Outlets and Franchisee Information.....	44
Item 21 Financial Statements	58
Item 22 Contracts	58
Item 23 Receipts.....	59

This is a document preview downloaded from FranchisePanda.com. The full document is available for free by visiting: <https://franchisepanda.com/franchises/hardees>