

# THE **HONEYBAKED HAM** CO.



## A N D **CAFÉ**

**THE HBH FRANCHISE COMPANY, LLC A  
GEORGIA LIMITED LIABILITY COMPANY**

**2014 FRANCHISE DISCLOSURE  
DOCUMENT**

## FRANCHISE DISCLOSURE DOCUMENT



The HBH Franchise Company, LLC  
a Georgia limited liability company  
3875 Mansell Road  
Alpharetta, Georgia 30022-1532  
Tel: (678) 966-3100  
Fax: (678) 966-3134  
E-mail: [hbhdevelopment@hbham.com](mailto:hbhdevelopment@hbham.com)  
[www.honeybaked.com](http://www.honeybaked.com)

The franchisee will operate a retail store and café under the name “The HoneyBaked Ham Co. and Café” that specializes in the sale of hams, turkeys and other products and serves sandwiches, salads, beverages and other menu items (“HoneyBaked Store”). The total investment necessary to begin operation of a HoneyBaked Ham Store ranges from \$281,300 to \$431,900. This includes the initial fees of \$49,600 to \$54,000 that must be paid to us or our affiliate(s). If you sign an Area Development Agreement to develop multiple HoneyBaked Stores, you will pay a Development Fee to us in the amount of \$10,000 for each Store that you agree to develop.

This disclosure document summarizes certain provisions of your Area Development Agreement (the agreement that outlines how many units you are to open in a specified time period and the development area for those units) and Franchise Agreement (the agreement which defines your protected territory and your ongoing operating relationship), and other information in plain English. Read this disclosure document and all agreements carefully. You must receive this disclosure document at least 14 days before you sign a binding agreement or make any payment in connection with the franchise sale. **Note, however, that no governmental agency has verified the information 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 the Franchise Administration Department at 3875 Mansell Road, Alpharetta, Georgia 30022-1532, and (678) 966-3100.

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 document to an advisor, like a lawyer or 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 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: January 24, 2014

## 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 ONLY IN GEORGIA. 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 GEORGIA THAN IN YOUR OWN STATE.
2. THE FRANCHISE AGREEMENT STATES THAT GEORGIA LAW GOVERNS THE AGREEMENT, 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.
4. PLEASE NOTE THAT 89% OF THE TOTAL ASSETS OF THE HBH FRANCHISE COMPANY, LLC ARE INTANGIBLE. YOU MAY WANT TO CONSIDER THIS WHEN MAKING A DECISION TO PURCHASE THIS FRANCHISE OPPORTUNITY.

Certain states require franchisors to make additional disclosures related to the information contained in this disclosure document. These disclosures are contained in Exhibit K to the disclosure document.

The Effective Date: See the next page for state effective dates.

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