

#### FRANCHISE DISCLOSURE DOCUMENT



OCT 0 2 2012

Department of Corporations Los Angeles



Jerry's Dogs Franchising, LLC dba Jerry's Wood-Fired Dogs

A California Limited Liability Company 2021 East 4th Street, Suite 102 Santa Ana, California 92705-3912 (714) 542-1325

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As a Jerry's Wood-Fired Dogs franchisee you will operate and offer within defined territories a quick serve restaurant outlet providing a full variety of hot dogs, sausages, chili, hamburgers, chicken sandwiches, specialty condiments and ingredients, and other food, beverages and related products and accessories

The total investment necessary to begin operation of a Jerry's Wood-Fired Dogs restaurant outlet ranges from \$310242,500 to \$4479,000 This includes the \$25,000 that must be paid to the franchisor and its affiliates

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 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 Lou Franson at 2021 East 4th Street, Suite 102, Santa Ana, California 92705, e-mail lou@jerrysdogs.com and telephone (949) 766-5800

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 homepage at <a href="https://www.ftc.gov">www.ftc.gov</a> 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



Fired Dogs outlets or equivalent retail businesses owned by any company affiliated with JWFD There is also a Jerry's Wood-Fired Dogs outlet operating (since November 2011) at John Wayne Airport, Terminal C, 18601 Airport Way, Santa Ana, California 92707, under a license agreement with Host International, Inc , the company that has the right to open and operate concessions at that airport

#### The Business We Offer

The term of the Franchise is for an initial term of 10 years (the term is renewable for additional 10 year terms if you elect to and you are in compliance with your current Franchise Agreement) Our franchise is a license to independently own and operate a single quick serve restaurant outlet ("Outlet") with a full variety of hot dogs, sausages, chili, hamburgers, chicken sandwiches, specialty condiments and ingredients, and other food, beverages and related products and accessories for use and resale and related products (collectively, "Jerry's Wood-Fired Dogs and-Products")

If you want to and are financially and operationally qualified in our judgment to do so, you and JWFD may enter into a Multi-Outlet Agreement ("MOA"), under which you will be granted the opportunity to develop a number of additional Outlets under a mutually agreed timetable and within a negotiated development area.

## Competition

All Jerry's Wood-Fired Dogs franchisees will compete with Der Wienerschnitzel and other hot dog retail operators and chains, fast food operators and chains, and other drink and food retailers offering products comparable to the Jerry's Wood-Fired Dogs Products. This market is well developed and competitive. All Outlets must make available to retail customers brochures describing the Jerry's Wood-Fired Dogs franchise opportunity.

## **Applicable Regulations**

You will need a business license, applicable health permits and any other applicable permits or licenses necessary to operate a Jerry's Wood-Fired Dogs franchise. You will also have to comply with other local laws and rules applicable to the Outlet

## **ITEM 2: BUSINESS EXPERIENCE**

## Jerry B O'Connell Founder, Chief Executive Officer and President

Mr O'Connell was named Chief Executive Officer and President of JWFD at our inception in January 2011. He also founded and serves as Chief Executive Officer and President of JDI (since December 2002), General Partner of JDL (since October 2007) and Manager of JD-Irvine (since January 2009).

# Louis D Franson Vice President of Business Development

Mr Franson was named Vice President of Business Development of JWFD at our inception in January 2011. He also serves as Principal of Franchise Incubation and Growth Group, Newport Beach, California (since August 2002). From June 2009 to January 2011, he served as Chief Financial Officer and Vice President Business Development/Sales of Ecofertigation, Inc., Laguna Hills, California. From April 2010 to December 2010 Mr. Franson served as Executive



Vice President of Franchise Development, Chief Financial Officer, Treasurer, Secretary and Director of Joey's Smokin, BBQ Franchising, Inc , Newport Beach, California From January 2007 to April 2010, he served as Vice President of Business Development for EZ Take Out Burger LLC, Aliso Viejo, California

## Maureen Moroney Director of Marketing and Sales

Ms Moroney was named Director of Marketing and Sales in January 2011 She also serves as Director of Marketing and Sales of JDI (since August 2003), JDL (since October 2007) and JD-Irvine (since January 2009)

**ITEM 3: LITIGATION** 

No litigation is required to be disclosed in this Item

**ITEM 4: BANKRUPTCY** 

No bankruptcy is required to be disclosed in this Item

**ITEM 5: INITIAL FEES** 

The Initial Franchise Fee for a single Outlet is \$25,000 and is due and payable in full, by wire transfer to our bank account, cashier's check or money order, when you sign the Franchise Agreement If you are a veteran of the U.S. Armed Services who was honorably discharged, we will discount the Initial Franchise Fee for your initial Outlet by 15%

If you are financially and operationally qualified in our judgment Jerry's Wood-Fired Dogs franchisees that qualify and you desire to do so, you may enter into a Multi-Outlet Agreement ("MOA") under which you would be granted the opportunity to develop a number of additional Outlets under a mutually agreed timetable and within a negotiated development area open additional Outlets under an If you sign an MOA, (Exhibit E to this disclosure document) must you would pay us a development fee equal to the product of (i) \$12,500 multiplied by (ii) the number of additional Outlets you commit to open Each time you open an additional Outlet under the MOA, \$12,500 A proportional amount of this development fee would be applied as a credit toward the Initial fFranchise fFee required by the Franchise Agreement for that each additional Outlet The form of MOA is attached as Exhibit E to this disclosure document

The entire initial franchise fee and development fee paid under an MOA are fully earned by JWFD when paid After initial training has been successfully completed by you, no refunds are available if you do not successfully complete initial training, or if we cannot agree on a suitable site for your Outlet within 180 days after you sign the Franchise Agreement, we may unilaterally cancel the Franchise Agreement, and if we do so, we will refund the remaining balance of the initial franchise fee and development fee you paid us after we deduct our expenses relating to processing of your Franchise Agreement and any assistance we have provided you up to the date of cancellation

There are no other initial fees or payments for services or goods received from us or our affiliates before your Outlet opens

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