



FRANCHISE DISCLOSURE DOCUMENT

KELLY'S CAJUN GRILL FRANCHISE CORPORATION A Florida Corporation 4531 Ponce de Leon Boulevard, Suite 300 Coral Gables, Florida 33146 Phone: (305) 476-1611

franchiseinfo@kellyscajungrill.com

The franchise is for a KELLY'S CAJUN GRILL Restaurant offering and serving a limited menu of food items having a Cajun food theme. The menu also includes various beverage products and occasional promotional items.

The total investment necessary to begin operation of an individual or unit KELLY'S CAJUN GRILL franchise is from \$250,000 to \$727,500. This includes \$30,250 - \$110,600 that must be paid to the franchisor or affiliate.

The total investment necessary to begin operation of an area developer franchised business will depend on the number of franchises to be opened. This includes \$10,000 times the number of franchises to be developed (minimum of two) plus \$20,000 for the initial franchise fee for the first franchise 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 us 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 the Franchise Administration Department at 4531 Ponce de Leon Boulevard, Suite 300, Coral Gables, Florida 33146, telephone (305) 476-1611, extension 202.

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, 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.

Issuance Date: April 1, 2020



STATE COVER PAGE

Your state may have a franchise law that requires a franchisor to register or file with a state 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 C 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 AREA DEVELOPMENT AGREEMENT REQUIRE YOU RESOLVE DISPUTES WITH US BY ARBITRATION AND LITIGATION ONLY IN FLORIDA. OUT OF STATE ARBITRATION AND LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST MORE TO ARBITRATE AND LITIGATE WITH US IN FLORIDA THAN IN YOUR HOME STATE. EITHER PARTY MAY REQUEST THAT A DISPUTE BE SUBMITTED TO NON-BINDING MEDIATION BEFORE BEING SUBMITTED TO ARBITRATION. THIS MAY DELAY YOUR ABILITY TO HAVE ARBITRATORS DECIDE YOUR CASE. THE REQUIREMENT TO LITIGATE IN FLORIDA MAY BE SUPERCEDED BY CERTAIN STATE LAWS. THE FRANCHISE AGREEMENT AND AREA DEVELOPMENT AGREEMENT STATE THAT EITHER PARTY MAY REQUEST THAT A DISPUTE BE SUBMITTED TO NON-BINDING MEDIATION BEFORE BEING SUBMITTED TO ARBITRATION. THIS MAY DELAY YOUR ABILITY TO HAVE ARBITRATORS DECIDE YOUR CASE.
- 2. THE FRANCHISE AGREEMENT AND AREA DEVELOPMENT AGREEMENT STATE THAT FLORIDA LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTION AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
- THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

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



STATE EFFECTIVE DATES

The following states require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.

The Franchise Disclosure Document is registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates.

California	
Illinois	
Maryland	
Michigan	April 1, 2020
New York	
Virginia	

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