

**FRANCHISE DISCLOSURE DOCUMENT**

**MAX'S FRANCHISE, INC.**  
(A California Corporation)  
120 East Grand Avenue  
South San Francisco, CA 94080  
(650) 873-6297  
[www.maxsworld.com](http://www.maxsworld.com)

RECEIVED  
2016 APR -6 AM 10.49  
DEPARTMENT OF  
BUSINESS OVERSIGHT  
SAN FRANCISCO



The franchise being offered is to establish and operate a Max's restaurant. A Max's restaurant is a restaurant and bar that serves a large variety of America's favorite foods (including delicatessen food) in substantial portions with an upscale style, piano bar entertainment, and food festivals.

The total investment necessary to begin operation of a Max's restaurant is \$2,088,500 to \$2,255,000. An initial fee of \$75,000 must be paid to us or our 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, 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. 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](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 April 20, 2016

## STATE COVER PAGE

Your state may have a franchising 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 ARBITRATION ONLY IN CALIFORNIA. OUT-OF-STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO ARBITRATE WITH US IN CALIFORNIA THAN IN YOUR OWN STATE.

2 THE FRANCHISE AGREEMENT STATES THAT CALIFORNIA 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 THE TERRITORY IS NOT EXCLUSIVE. YOU MAY FACE COMPETITION FROM OTHER FRANCHISEES, FROM FRANCHISOR OWNED OUTLETS OR FROM OTHER CHANNELS OF DISTRIBUTION OR COMPETITIVE BRANDS FRANCHISOR CONTROLS.

4 THE FRANCHISE AGREEMENT CONTAINS PROVISIONS THAT LIMIT FRANCHISEE'S RIGHTS AND MAY NOT BE ENFORCEABLE IN CALIFORNIA INCLUDING BUT NOT LIMITED TO A TIME LIMIT TO RAISE CLAIMS AGAINST THE FRANCHISOR, LIMITATION OF DAMAGES AND WAIVER OF JURY TRIAL.

5 THE FRANCHISE DOES NOT PROVIDE AN OPERATING MANUAL.

6 YOUR SPOUSE MUST ALSO SIGN A PERSONAL GUARANTEE MAKING YOUR SPOUSE INDIVIDUALLY LIABLE FOR YOUR FINANCIAL OBLIGATIONS UNDER THE AGREEMENT. THE GUARANTEE WILL PLACE YOUR SPOUSE'S MARITAL AND PERSONAL ASSETS AT RISK IF YOUR FRANCHISE FAILS.

7 THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

Effective Date in California: April 20, 2016

## TABLE OF CONTENTS

	<u>Page</u>
Item 1 THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES	1
Item 2 BUSINESS EXPERIENCE	2
Item 3 LITIGATION	3
Item 4 BANKRUPTCY	3
Item 5 INITIAL FEES	3
Item 6 OTHER FEES	3
Item 7 ESTIMATED INITIAL INVESTMENT	5
Item 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES	7
Item 9 FRANCHISEE'S OBLIGATIONS	8
Item 10 FINANCING	10
Item 11 FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING	11
Item 12 TERRITORY	13
Item 13 TRADEMARKS	14
Item 14 PATENTS, COPYRIGHTS AND OTHER PROPRIETARY INFORMATION	15
Item 15 OBLIGATIONS TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISED BUSINESS	16
Item 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL	16
Item 17 RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION	17
Item 18 PUBLIC FIGURES	20
Item 19 FINANCIAL PERFORMANCE REPRESENTATIONS	20
Item 20 OUTLETS AND FRANCHISEE INFORMATION	20
Item 21 FINANCIAL STATEMENTS	23
Item 22 CONTRACTS	23
Item 23 RECEIPTS	23
EXHIBIT A	List of State Administrators
EXHIBIT B	List of Agents for Service of Process
EXHIBIT C	Table of Contents for Operating Manual
EXHIBIT D	Financial Statements
EXHIBIT E	Max's Restaurant Franchise Agreement
EXHIBIT F	List of Franchisees
EXHIBIT G	Supply Agreement
EXHIBIT H	State Addendum
EXHIBIT I	Receipts

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