

FRANCHISE DISCLOSURE DOCUMENT

Newk's Franchise Company LLC
A Mississippi Limited Liability Company
2680 Crane Ridge Drive
Jackson, MS 39216
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www.newks.com
franchise@newks.com



The franchisee will operate a fast casual restaurant offering a menu specializing in the franchisor's signature fresh tossed salads, oven baked sandwiches, California style pizzas, made-from-scratch soups and homemade cakes under the names "Newk's", "Newk's Eatery", "Newk's Express Café", "Newk's To Go" or "Newk's Catering". A "Newk's" restaurant operates using the franchisor's proprietary recipes, formulae, and techniques, trade dress, and trademarks and logos.

The total investment necessary to begin operation of a Newk's Restaurant franchise is \$757,000 to \$1,054,500. This includes \$40,000 that must be paid to the franchisor and/or its affiliate, as appropriate.

We may offer to enter into area development agreements to establish and operate a certain number of "Newk's" restaurants at specific locations pursuant to individual franchise agreements. The area development fee will be equal to the total of \$40,000 for the first "Newk's" restaurant plus a deposit of \$20,000 for each additional "Newk's" restaurant to be developed (which means that the area development fee will vary depending on the number of franchised businesses to be developed). For each "Newk's" restaurant you develop after the first one, we will apply \$20,000 of the area development fee toward the reduced initial franchise fee due, and you must pay the balance of the initial franchise fee when you sign the Franchise Agreement for that restaurant. See Item 5.

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 the 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 Stephen J. Hinkis at 2680 Crane Ridge Drive, Jackson, Mississippi 39216 and (601) 982-1160.

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 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.

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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 AND AREA DEVELOPMENT AGREEMENT REQUIRE YOU TO RESOLVE DISPUTES WITH US BY ARBITRATION ONLY IN MISSISSIPPI. OUT OF STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST MORE TO ARBITRATE WITH US IN MISSISSIPPI THAN IN YOUR OWN STATE.**
2. **THE FRANCHISE AGREEMENT AND AREA DEVELOPMENT AGREEMENT STATE THAT MISSISSIPPI 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.**

We use the services of one or more **FRANCHISE BROKERS** or referral sources to assist us in selling our franchise. A franchise broker or referral source represents us, not you. We pay this person a fee for selling our franchise or referring you to us. You should be sure to do your own investigation of the franchise.

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