

FRANCHISE DISCLOSURE DOCUMENT



RUTH'S CHRIS STEAK HOUSE FRANCHISE, LLC

a Louisiana Limited Liability Company

1030 W. Canton Avenue, Suite 100

Winter Park FL 32789

407-333-7440

www.ruthschris.com/franchising

The franchise relates to the establishment and operation of a steak house restaurant offering a full bar which is identified by the marks “Ruth’s Chris Steak House” and “Ruth’s Chris.” Ruth’s Chris Steak House Franchise, LLC, a Louisiana Limited Liability Company, offers these rights.

The total investment necessary to begin operation of a Ruth’s Chris Restaurant franchise is \$2,539,500 to \$5,932,500. This includes \$250,000 to \$300,000 that must be paid to us or our 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 governmental 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 Natalie Fulgencio, our Franchise Coordinator at Ruth’s Chris Steak House Franchise, LLC 1030 W. Canton Avenue, Suite 100, Winter Park FL 32789, telephone number: (407) 829-3464, email address: nfulgencio@rhgi.com.

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 an attorney 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 (FTC). 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.

Issuance Date: May 3, 2016.

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 administrators listed in Exhibit E 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. EXCEPT FOR CERTAIN DISPUTES THAT MUST BE RESOLVED BY LITIGATION IN SEMINOLE COUNTY, FLORIDA, THE DEVELOPMENT AND FRANCHISE AGREEMENTS MAY REQUIRE YOU TO RESOLVE DISPUTES WITH US BY ARBITRATION CONDUCTED AT OUR CORPORATE OFFICES, WHICH ARE CURRENTLY IN HEATHROW, FLORIDA. OUT OF STATE ARBITRATION OR LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO ARBITRATE WITH US OR TO SUE US IN FLORIDA THAN IN YOUR OWN STATE.
2. THE DEVELOPMENT AND FRANCHISE AGREEMENTS STATE THAT FLORIDA LAW GOVERNS THE AGREEMENTS, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTION AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
3. YOUR SPOUSE(S), AND/OR EACH SPOUSE OF THE OWNERS/PARTNERS/MEMBERS, ETC. OF THE FRANCHISEE ENTITY WHO IS/ARE DESIGNATED AS A CONTROLLING PRINCIPAL BY US MUST SIGN THE FRANCHISE AGREEMENT (UNLESS WAIVED BY US) AND PERSONALLY GUARANTEE ALL OBLIGATIONS OF THE FRANCHISE BUSINESS WHETHER OR NOT YOUR SPOUSE(S) IS/ARE INVOLVED IN THE OPERATION OF THE BUSINESS. THIS REQUIREMENT PLACES THE PERSONAL ASSETS OF YOUR SPOUSE(S) AND THE SPOUSE(S) OF THE FRANCHISEE AT RISK.
4. AS PER THE AUDITED BALANCE SHEET DATED DECEMBER 27, 2015, THE FRANCHISOR HAD A WORKING CAPITAL DEFICIENCY OF (\$47,288,000).
5. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

This disclosure document is to be used in the District of Columbia and all states except California and Hawaii.

Effective Date: See the next page for 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.

This 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:

Illinois
Indiana
Maryland
Michigan
Minnesota
New York
North Dakota
Rhode Island
South Dakota
Virginia
Washington
Wisconsin

In all other states, the effective date of this Disclosure Document is the issuance date of May 3, 2016.

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