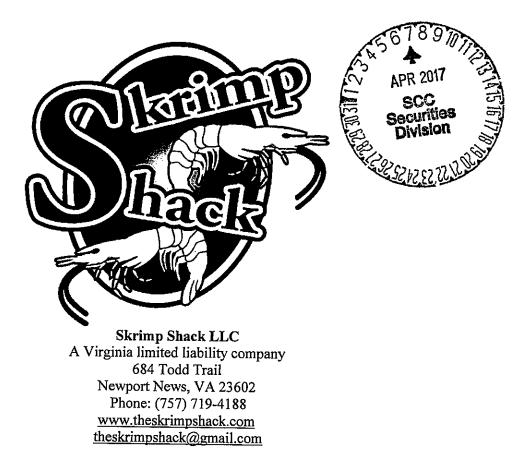


## FRANCHISE DISCLOSURE DOCUMENT



The franchise offered is for a restaurant operating under the names "Skrimp Shack" offering shrimp, fish, chicken and other food items and beverages that we approve for dine-in or take-out, and operates using the franchisor's proprietary recipes, formulae, techniques, trade dress, trademarks and logos.

The total investment necessary to begin operation of a Skrimp Shack Restaurant franchise is \$165,400 to \$253,500. This includes \$45,000 that must be paid to the franchisor and/or its affiliate, as appropriate.

If you enter into a Development Agreement to develop at least three Restaurants, when you sign the Development Agreement you will pay a development fee equal to 100% of the initial franchise fee for the first Restaurant to be developed, plus 50% of the initial franchise fee for each additional Restaurant to be developed under the Development Agreement. The total investment under a Development Agreement will vary depending on the number of Restaurants to be developed.

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

Skrimp Shack/fdd-01 panda.com. All the information we publish, including this document is for general informational purposes only. FranchisePanda.com does not make any warranties about the completeness, reliability, and accuracy of any information. Use of the information found on this website (FrancisePanda.com), is strictly at your own risk. We will not be liable for any losses and/or damages in connection with the use of our website or this document



## 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 Stacey Hartman or Mitch Harman at 684 Todd Trail, Newport News, VA 23602 (757) 719-4188 or <u>theskrimpshack@gmail.com</u>.

The terms of your contract will govern your franchise relationship. Do not rely on the disclosure document alone to understand your contract. Read all of your contracts carefully. Show your contracts 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 I 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 DEVELOPMENT AGREEMENT REQUIRE YOU TO RESOLVE DISPUTES WITH US BY ARBITRATION AND LITIGATION ONLY IN VIRGINIA. OUT-OF-STATE ARBITRATION AND LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO ARBITRATE AND LITIGATE WITH US IN VIRGINIA THAN IN YOUR OWN STATE. THE DECISION TO ARBITRATE OR TO SUBMIT THE DISPUTE TO THE COURT SYSTEM IS BINDING, EXCEPT THAT WE SHALL ALWAYS HAVE THE OPTION TO SUBMIT ANY OF THE FOLLOWING ACTIONS TO A COURT: COLLECTION OF FEES; INJUNCTIVE RELIEF; PROTECTION OF OUR INTELLECTUAL PROPERTY, INCLUDING PROPRIETARY MARKS; AND TERMINATION OF FRANCHISE AGREEMENT AND/OR A MULTI-UNITE OPERATOR AGREEMENT FOR DEFAULT.
- 2. THE FRANCHISE AGREEMENT AND DEVELOPMENT AGREEMENT STATE THAT VIRGINIA 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. 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. This is a document preview downloaded from FranchisePanda.com. The full document is available for free by visiting: https://franchisepanda.com/franchises/skrimp-shack