



DISCLOSURE DOCUMENT

Doctor's Associates Inc. A Florida Corporation 700 S. Royal Poinciana Blvd, STE 500, Miami Springs, FL 33166

Phone: 1-800-888-4848 www.subway.com franchise@subway.com

You will sell foot-long and other sandwiches, salads and other food items from a retail store.

The initial franchise fee is \$15,000. The initial franchise fee for additional franchises may be lower if you qualify. The total investment necessary to begin operation of a SUBWAY® franchise is estimated to be from \$116,200 to \$262,850 (\$85,700 to \$202,150 for a non-traditional location), assuming that you lease the equipment for your restaurant from us. This sum includes an estimated \$14,020 to \$39,920 that must be paid to us or our affiliate. This sum also includes initial start-up expenses for 3 months but does not reflect any sales revenue you may earn to help pay these expenses. This sum does not include any salary for the owner during the initial start-up period. For a detailed explanation of your total investment and all fee amounts, you should consult Items 5 through 7 of this Franchise Disclosure Document ("Disclosure Document").

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 availability of disclosures in different formats, contact Heidi Goodhue of the Development Team at 325 Bic Drive, Milford, CT 06461 and (800) 888-4848.

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 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.

Issued on: May 1, 2013





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 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 H 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 IN CONNECTICUT. IF A COURT DETERMINES THE ARBITRATION CLAUSE IS NOT ENFORCEABLE, THE FRANCHISE AGREEMENT PERMITS YOU TO SUE US ONLY IN CONNECTICUT. 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 OR LITIGATE WITH US IN CONNECTICUT THAN IN YOUR OWN STATE.
- 2. THE FRANCHISE AGREEMENT STATES THAT CONNECTICUT 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 and referring you to us. You should be sure to do your own investigation of the franchise.

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:

<u>State</u>	Effective Date
California	May 1, 2012
Hawaii	Pending
Illinois	May 1, 2012
Indiana	May 1, 2012
Maryland	May 1, 2012
Michigan	May 1, 2012
Minnesota	May 1, 2012
New York	May 1, 2012
North Dakota	May 1, 2012
Rhode Island	May 1, 2012
South Dakota	May 1, 2012
Virginia	May 1, 2012
Washington	May 1, 2012
Wisconsin	May 1, 2012

For all other states where registration, filing or exemption from registration is not required, this Disclosure Document is effective as of the date of issuance.

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