

FRANCHISE DISCLOSURE DOCUMENT



The Melting Pot Restaurants, Inc.
A Florida Corporation
7886 Woodland Center Boulevard
Tampa, Florida 33614
(813) 881-0055
info@meltingpot.com
www.meltingpot.com
www.meltingpotfranchise.com

The franchise is for the establishment and operation of restaurants featuring fondue and offering a wide variety of food and beverages, including required alcoholic beverages, under the MELTING POT trade name and business system (a “**MELTING POT® Restaurant**” or “**Restaurant**”).

The total investment necessary to begin operation of a MELTING POT Restaurant franchise business is between \$1,404,320 and \$1,824,210. This includes \$20,000 that must be paid to the franchisor or its affiliate(s). The estimated initial investment for an area development program ranges from \$1,414,320 to \$1,864,210 (based on a Development Fee for 2 to 5 Restaurants). Under the Area Development Program, the Development Fee paid at the time you sign the Development Agreement equals \$20,000 for the first Restaurant scheduled to be developed, plus \$10,000 times the number of Restaurants after the first Restaurant you are scheduled to develop. In addition to the Development Fee, you would also incur the total initial investment for each Restaurant that you open for your first Restaurant (less \$10,000 for each remaining Restaurant), since the initial franchise fee for your first Restaurant is paid and the initial franchise fees for the remaining Restaurants is reduced to \$10,000 each.

This disclosure document summarizes certain provisions of your Franchise Agreement and Development 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 Dan Stone, Chief Operating & Development Officer, The Melting Pot Restaurants, Inc., Restaurant Support Center, 7886 Woodland Center Blvd., Tampa, Florida 33614, (813) 425-6208.

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 contracts 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 "M" 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 OR LITIGATION ONLY IN THE COUNTY AND STATE WHERE OUR PRINCIPAL HEADQUARTERS ARE LOCATED. 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 OR LITIGATE WITH US IN THE COUNTY AND STATE WHERE OUR PRINCIPAL HEADQUARTERS ARE LOCATED THAN IN YOUR HOME STATE.
2. THE FRANCHISE AGREEMENT AND AREA DEVELOPMENT AGREEMENT STATE THAT FLORIDA LAW GOVERNS THE FRANCHISE AGREEMENT AND AREA DEVELOPMENT 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.

The effective date of this disclosure document in the states with franchise registration laws in which we have sought registration appear on the following page.

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