

FRANCHISE DISCLOSURE DOCUMENT

WOW! BURGER FRANCHISE, LLC an Oregon limited liability company 16165 SW 72nd Avenue Portland, Oregon 97224 (503) 747-3974 www.OriginalWOWBurger.com franchising@OriginalWOWBurger.com



The franchise offered is for a fast casual restaurant operating under the name "The Original WOW! Burger". A "The Original WOW! Burger" restaurant offers all-natural and hormone free beef, chicken and turkey burgers with buns baked fresh daily, an array of toppings and beer and wine in a high energy environment. A The Original WOW! Burger restaurant offers lunch and dinner menus for dine-in, take-out and catering and operates using the franchisor's proprietary recipes, formulae, techniques, trade dress, trademarks and logos.

The total investment necessary to begin operation of a "The Original WOW! Burger" franchised business is \$430,133 to \$594,967. This includes between \$35,000 and \$51,500 that must be paid to the franchisor and/or its affiliate.

If you enter into a Multi-Unit Operator Agreement and commit to develop five Restaurants, when you sign the Multi-Unit Operator Agreement you will pay a reservation fee equal to \$13,750 for each Restaurant to be developed under the Multi-Unit Operator Agreement. The total estimated investment under a Multi-Unit Operator Agreement to develop five restaurants is \$487,133 to \$652,467. This includes \$13,750 for each Restaurant that must be paid to the franchisor and/or its affiliate. The total investment under a Multi-Unit Operator 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 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 Craig Knouf at 16165 SW 72nd Avenue, Portland, Oregon 97224 and (503) 747-3974.

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.

Issuance Date: April 10, 2015



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 Multi-Unit Operator Agreement require you to resolve disputes with us by mediation and arbitration only in Oregon. Out-of-state mediation and arbitration may force you to accept a less favorable settlement for disputes. It may also cost you more to mediate and arbitrate with us in Oregon than in your own state.
- 2. The Franchise Agreement and Multi-Unit Operator Agreement state that Oregon 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. The Franchisor has been in existence for a short period of time, since September 9, 2013. There is a low capital position and only a brief operating history to assist you in judging whether or not to make this investment.
- 4. The Franchise Agreement provides that if the Franchise is terminated by either party with cause, you are liable to pay us liquidated damages. The amount of such liquidated damages is calculated by the average monthly royalty over the last 12 months multiplied by 24 months.
- The territory is not exclusive. You may face competition from other Franchisees, from Franchisor owned outlets or from other channels of distribution of competitive brands Franchisor controls
- 6. 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.

Effective Date: See the next page for state effective dates

This is a document preview downloaded from FranchisePanda.com. The full document is available free by visiting: https://franchisepanda.com/franchises/the-original-wow-burger	for