

FRANCHISE DISCLOSURE DOCUMENT



MOOYAH Franchise LLC
a Texas limited liability company
5212 Tennyson Parkway, Suite 120
Plano, Texas 75024
214-310-0768
franchiseinfo@MOOYAH.com
www.MOOYAH.com

The franchise is for the establishment and operation of fast casual restaurants ~~with limited service~~ offering high-quality hamburgers, other sandwiches, French fries, shakes and related food and beverage items ~~(under the “MOOYAH® Restaurant” or “Restaurant”)~~ “name and marks.”

The total investment necessary to begin operation of a MOOYAH® ~~R~~restaurant ~~franchised business~~ ranges from \$383,350 ~~373,350~~ to \$598,300 ~~623,300~~. This includes \$25,000 to \$35,000 that must be paid to the franchisor and/or its affiliate, ~~as appropriate.~~

~~If you enter into a Multi Unit Operator Agreement to develop at least three Restaurants, when you sign the Multi Unit Operator Agreement you will pay a development fee equal to the initial franchise fee for the first Restaurant to be developed plus a reduced initial franchise fee for each additional Restaurant to be developed under the Multi Unit Operator Agreement. The total estimated investment under a Multi Unit Operator Agreement to develop three Restaurants is \$435,350 to \$650,800. This includes \$85,000 that must be paid to the franchisor and/or its affiliate. If you wish to develop more than three Restaurants, the development fee will increase by \$25,000 for each additional Restaurant you commit to develop.~~

If we grant you the right to acquire multiple MOOYAH® franchise agreements to develop restaurants, you must pay us a development fee that is calculated based on the total number of franchise agreements you commit to acquire. The development fee will equal \$25,000 multiplied by the number of franchise agreements (less one) that you are obligated to acquire, all of which is due upon signing a multi-unit agreement. A typical development agreement would require that you acquire 3 franchises and the development fee would be \$50,000, all of which is paid to the franchisor. You must sign the franchise agreement and pay the initial franchise fee for first franchise you agree to develop at the same time you sign the multi-unit operator agreement.

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 our Franchise Sales Department at 5212 Tennyson Parkway, Suite 120, Plano, Texas 75024 and 214-310-0768.

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

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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.

~~Issued on: March 31, 2015, amended as of October 27, 2015~~

ISSUANCE DATE: April 8, 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 franchise administrator listed in Exhibit ~~FE~~ 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 ARBITRATION OR LITIGATION IN TEXAS. OUT OF STATE ARBITRATION AND LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST MORE TO ARBITRATE AND LITIGATE WITH US IN TEXAS THAN IN YOUR OWN STATE.

2. THE FRANCHISE AGREEMENT AND MULTI-UNIT OPERATOR AGREEMENT STATE THAT TEXAS 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. YOUR SPOUSE MUST SIGN A GUARANTY MAKING YOUR SPOUSE INDEPENDENTLY LIABLE FOR THE FINANCIAL OBLIGATIONS UNDER THE AGREEMENT. THE GUARANTEE WILL PLACE YOUR SPOUSE'S MARITAL AND PERSONAL ASSETS AT RISK IF YOUR FRANCHISE FAILS.

~~4. THE FRANCHISOR WAS FORMED IN 2006 AND HAS OPERATED AT A LOSS SINCE INCEPTION. ITS DECEMBER 28, 2014 AUDITED BALANCE SHEET SHOWS A NEGATIVE NET WORTH OF \$142,635. A PROSPECTIVE FRANCHISEE SHOULD REVIEW THE FINANCIAL STATEMENTS WHEN DECIDING WHETHER TO PURCHASE A FRANCHISE.~~

~~54. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.~~

~~We may 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.

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