



## FRANCHISE DISCLOSURE DOCUMENT

TWIN RESTAURANT FRANCHISE, LLC  
a Delaware limited liability company  
5151 Beltline Road, #1200  
Dallas, Texas 75254  
972-941-3158  
www.twinpeaksrestaurant.com  
www.TwinPeaksFranchise.com

You will establish and operate a lodge-themed, sports entertainment oriented full service restaurant with a full bar featuring the “Twin Peaks® Girls,” who are attractive women dressed in theme-related uniforms that promote the girl-next-door image of Twin Peaks® Girls, and which serve American pub-style cuisine, alcoholic and non-alcoholic beverages, and other products under the Twin Peaks® trade name and business system (“Restaurant”).

The total investment necessary to begin operation of a single Twin Peaks® restaurant ranges from \$1,424,550 to \$2,710,500 for Twin Peaks® restaurants that result from converting an existing space and \$3,302,150 to \$3,606,000 for a Twin Peaks® restaurant that results from ground-up new construction. This amount includes \$110,000 to \$125,000, which must be paid to us or our affiliates and includes the initial franchise fee and costs paid to us for training related to the opening of your Restaurant. If you are acquiring multi-unit development rights under our Area Development Agreement for the development of two Twin Peaks® restaurants, the total initial investment to begin operation of your first Restaurant ranges from \$1,449,550 to \$2,735,500 for a Twin Peaks® restaurant that results from converting an existing space and \$3,327,150 to \$3,631,000 for a Twin Peaks® restaurant that results from ground-up new construction. This amount includes \$135,000 to \$150,000 which must be paid to us or our affiliates and includes the development fee (comprised of the initial franchise fee for the first restaurant and 50% of the initial franchise fee for the second restaurant) and costs paid to us for training related to your first Restaurant.

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, us or our affiliate in connection with the 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 Clay Mingus at 5151 Beltline Road, #1200, Dallas, Texas 75254 and 972-941-3159.

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 contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or 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 (“FTC”). 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](http://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.

Date of Issuance: April 30, 2019

## 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 Attachment A 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 PARTICIPATE IN BINDING ARBITRATION WITH US IN THE OFFICE OF THE INTERNATIONAL INSTITUTE FOR CONFLICT PREVENTION & RESOLUTION NEAREST TO OUR PRINCIPAL PLACE OF BUSINESS OR LITIGATE WITH US IN THE JUDICIAL DISTRICT WHERE OUR PRINCIPAL PLACE OF BUSINESS IS LOCATED, WHICH IS CURRENTLY DALLAS COUNTY, TEXAS. OUT OF STATE ARBITRATION OR LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO MEDIATE, ARBITRATE OR LITIGATE WITH US OR TO SUE US IN THE CITY OF OUR PRINCIPAL PLACE OF BUSINESS THAN IN YOUR HOME STATE.
2. THE FRANCHISE AGREEMENT AND AREA DEVELOPMENT AGREEMENT STATE THAT TEXAS LAW GOVERNS THE FRANCHISE AGREEMENT AND AREA DEVELOPMENT AGREEMENT (UNLESS AN ADDENDUM ATTACHED TO YOUR AGREEMENT PROVIDES OTHERWISE), AND TEXAS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
3. THE TERRITORY IS NOT EXCLUSIVE AND YOU MAY FACE COMPETITION FROM OTHER FRANCHISEES, FROM COMPANY OWNED OUTLETS OR FROM OTHER CHANNELS OF DISTRIBUTION OR COMPETITIVE BRANDS FRANCHISOR CONTROLS.
4. FRANCHISEE'S OWNER/OPERATOR AND ANY INVESTORS ARE REQUIRED TO SIGN A PERSONAL GUARANTY OF THE FRANCHISE AGREEMENT. SUCH PARTIES ARE JOINTLY AND SEVERALLY LIABLE FOR THE FRANCHISE'S OBLIGATIONS TO US, WHETHER OR NOT INVOLVED IN THE OPERATION OF THE FRANCHISED BUSINESS. THIS REQUIREMENT MAY PLACE THE PERSONAL AND MARITAL ASSETS OF THE FRANCHISE OWNERS AT RISK.
5. THE FRANCHISEE WILL BE REQUIRED TO MAKE AN ESTIMATED INITIAL INVESTMENT RANGING FROM \$1,424,550 TO \$3,606,000. THIS AMOUNT EXCEEDS THE FRANCHISOR'S STOCKHOLDERS' EQUITY AS OF DECEMBER 30, 2018, WHICH IS A DEFICIT OF \$2,005,887.
6. THE FRANCHISOR'S FINANCIAL CONDITION, AS REFLECTED IN ITS FINANCIAL STATEMENTS (SEE ITEM 21) CALLS INTO QUESTION THE FRANCHISOR'S FINANCIAL ABILITY TO PROVIDE SERVICES AND SUPPORT TO YOU.

7. 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 State Effective Dates Page

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