

FRANCHISE DISCLOSURE DOCUMENT



The franchisee will operate a distinctive dining establishment ("Restaurant") offering the sale of specialty lunch and dinner menu items consisting of a New Orleans and Caribbean-themed barbecue menu of pork, beef and chicken plates and sandwiches, steaks, salads, specialty side items, and related beverages (including alcoholic beverages) for eat-in and take-away service and, where practical, catering and/or home-delivery and identified by the trade names **"VOODOOBBQ"**, and either **"VOODOO BBQ & GRILL"** or **"VooDoo BBQ Xpress**." VooDoo BBQ Franchising, L.L.C. ("VooDoo"), a Louisiana corporation, offers all of these rights.

The total investment necessary to begin operation of a VooDoo BBQ & Grill franchise is from \$327,500 to \$675,000. This includes \$35,000 that must be paid to the franchisor or affiliate if you have never developed or operated a VooDoo BBQ & Grill Restaurant or \$28,000 if you currently own one or more VooDoo BBQ & Grill Restaurants.

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.**

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 "<u>A Consumer's Guide to Buying a Franchise</u>," 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 <u>www.ftc.gov</u> 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 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 REQUIRES YOU TO LITIGATE OR ARBITRATE WITH US, AT OUR OPTION, ONLY IN LOUISIANA. OUT-OF-STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT. IT MAY ALSO COST YOU MORE TO ARBITRATE OR LITIGATE WITH US IN LOUISIANA THAN IN YOUR HOME STATE.

2. THE FRANCHISE AGREEMENT STATES THAT LOUISIANA LAW GOVERNS THE AGREEMENT, AND THAT 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.



TABLE OF CONTENTS

ITEM

	THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AF	
	BUSINESS EXPERIENCE	
3.	LITIGATION	4
4.	BANKRUPTCY	4
5.	INITIAL FEES	4
6.	OTHER FEES	6
7.	ESTIMATED INITIAL INVESTMENT	
8.	RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES	
9.	FRANCHISEE'S OBLIGATIONS	
10.	FINANCING	
	FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEM TRAINING	
12.	TERRITORY	
13.	TRADEMARKS	
14.	PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION	
	OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF FRANCHISED BUSINESS	
16.	RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL	
17.	RENEWAL, TERMINATION, TRANSFER & DISPUTE RESOLUTION	
18.	PUBLIC FIGURES	
19.	FINANCIAL PERFORMANCE REPRESENTATIONS	
20.	OUTLETS AND FRANCHISEE INFORMATION	
21.	FINANCIAL STATEMENTS	
22.	CONTRACTS	
	RECEIPTS	
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