

FRANCHISE DISCLOSURE DOCUMENT

WABA GRILL FRANCHISE CORP
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Dept of Business Oversight



We offer franchises for the operation of "WaBa Grill" restaurants offering the preparation and sale teriyaki menu items and beverages on a dine-in and take-out service in high volume retail centers and other high traffic commercial locations throughout the United States

The total estimated investment necessary to begin operation of a WaBa Grill franchise ranges from \$282,000 to \$390,000. This includes the franchise fee of \$25,000 that must be paid to us, the Franchisor.

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.**

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 WaBa Grill Franchise Corp. at the address and telephone number provided in this page.

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, D.C. 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.

RISK FACTORS

1 THE FRANCHISE AGREEMENT REQUIRES THE FRANCHISEE TO

ARBITRATE ONLY IN CALIFORNIA OUT OF STATE ARBITRATION
MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR
DISPUTES IT MAY ALSO COST MORE TO ARBITRATE WITH THE
FRANCHISOR IN CALIFORNIA THAN IN YOUR HOME STATE

- 2 THE FRANCHISE AGREEMENT STATES THAT THE LAW OF
CALIFORNIA 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 THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE

Information about comparisons of franchisors is available Call the state administrators
listed in Exhibit 1 or your public library for sources of information

Registration of this franchise with the state does not mean that the state recommends it or
has verified the information in this Disclosure Document If you learn that anything in this
Disclosure Document is untrue, contact the Federal Trade Commission and the state
administrators listed in Exhibit 1

Date of Issuance March 17, 2014

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 1 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 RESOLVE DISPUTES WITH US BY ARBITRATION ONLY IN CALIFORNIA OUT-OF-STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES IT MAY ALSO COST YOU MORE TO ARBITRATE WITH US IN CALIFORNIA THAN IN YOUR OWN STATE**
- 2 **THE FRANCHISE AGREEMENT STATES THAT CALIFORNIA LAW GOVERNS THE 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**

Effective Date _____

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