

## FRANCHISE DISCLOSURE DOCUMENT



**ZAXBY'S FRANCHISING, INC.**  
**(A Georgia Corporation)**  
**1040 Founder's Boulevard, Suite 100**  
**Athens, Georgia 30606**  
**phone: (706) 353-8107**  
**fax: (706) 433-2330**  
**email: [franchise@zaxbys.com](mailto:franchise@zaxbys.com)**  
**[www.zaxbys.com](http://www.zaxbys.com)**

We grant licenses for quick casual dining restaurant(s) featuring an upscale menu consisting primarily of chicken fingers and buffalo wings, and an assortment of salads and sandwich baskets, all complimented by an array of unique **Zaxby's**®-brand sauces. **Zaxby's**® restaurants focus on prepared-to-order menu items using real chicken. They consistently create encore experiences that enrich customers' lives by providing quality food at a fair price, and by having friendly courteous people deliver it in a clean, inviting environment.

The total investment to begin operation of a **Zaxby's**® restaurant ranges from \$209,500 to \$646,100. This includes \$35,000 that must be paid to us as an initial franchise fee and between \$5,200 and \$10,000 that must be paid to us to fund the initial marketing plan for the restaurant's opening. Multi-restaurant developers must pay a fee of \$17,500 for each **Zaxby's**® restaurant scheduled for development and subsequently must pay an additional \$17,500 upon execution of the license agreement for each **Zaxby's**® restaurant, which amounts are credited towards the initial franchise fee for each 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, Zaxby's Franchising, Inc. 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 Amy C. Pritchett at 1040 Founder's Boulevard, Suite 100, Athens, Georgia 30606 and (706) 353-8107.

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

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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](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.

The issuance date of this disclosure document is May 31, 2012. See *Attachment 1* for the effective date of this disclosure document in certain states.

## 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 E* 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 LICENSE AND MULTI-RESTAURANT DEVELOPMENT AGREEMENTS REQUIRE YOU TO RESOLVE DISPUTES WITH US BY LITIGATION OR ARBITRATION ONLY IN GEORGIA. OUT-OF-STATE LITIGATION OR ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO LITIGATE OR ARBITRATE WITH US IN GEORGIA THAN IN YOUR OWN STATE.
2. THE LICENSE AND MULTI-RESTAURANT DEVELOPMENT AGREEMENTS STATE THAT GEORGIA LAW GOVERNS CERTAIN PROVISIONS OF 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.

Effective Date: See the next page for the effective date of this disclosure document in certain states.

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