



Zeek's Restaurants, Inc.
(a Washington corporation)
419 Denny Way
Seattle, Washington 98109
Phone: (206) 374-0775
Facsimile: (206) 374-0818
Website: www.zeekspizza.com

We offer franchises for a ZEEKS PIZZA Restaurant featuring handcrafted signature and made-to-order customizable pizzas, breadsticks and salads utilizing one of two different operating formats: (i) the "ZEEKS PIZZA Pub," a full-service casual dining restaurant featuring locally produced craft beers on tap, hard cider, wine and, where available, locally focused spirits, with pick-up and delivery services; and (ii) the "ZEEKS PIZZA Delivery Shack," a delivery and pick-up kitchen with limited seating and limited alcohol service or no seating. Both formats do business as ZEEKS PIZZA.

The total investment necessary to begin operating a ZEEKS PIZZA Pub is \$577,900 to \$1,289,316 (no spirits) and \$581,200 to \$1,292,616 (with spirits), which includes the initial franchise fee of \$35,000 and \$4,500 to \$7,200 (no spirits) and \$7,000 to \$9,700 (with spirits) that you will pay our affiliate before the opening date to purchase an initial inventory of food products and ingredients. The total investment necessary to begin operating a ZEEKS PIZZA Delivery Shack is \$369,100 to \$537,650 which includes the initial franchise fee of \$35,000 and \$4,000 to \$6,500 for an initial inventory of food products and ingredients that you must buy from our affiliate which operates our commissary. These initial investment estimates exclude your real estate expenses during the initial period, like rent. If you buy a second or additional franchise, but do not sign a Development Agreement, we discount the then-current initial franchise fee (which may be higher than \$35,000) by 30%.

We also offer qualified persons the right to develop multiple ZEEKS PIZZA Restaurants in a specific geographic area under a Development Agreement. In addition to Restaurant-level initial investment expenses that you will have, your initial investment for multi-unit development rights includes payment to us of a development fee equal to \$35,000 for the first restaurant and \$15,000 for each additional Restaurant in your development commitment. We credit the development fee in specific increments to the initial franchise fee that you must pay for each ZEEKS PIZZA Restaurant in the development commitment. The initial franchise fee is \$35,000 for the first Restaurant and 70% of \$35,000, or \$24,500, for each additional ZEEKS PIZZA Restaurants in the development commitment. See Item 5 of this Disclosure Document.

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 “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.

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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 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 THAT ALL DISPUTES (WITH LIMITED EXCEPTIONS) BE RESOLVED FIRST BY NON-BINDING MEDIATION, AND IF THAT PROCESS DOES NOT RESULT IN RESOLUTION, BY COURT PROCEEDING. MEDIATION MUST OCCUR AT OUR HEADQUARTERS. ALL LITIGATION MUST OCCUR IN THE STATE OR FEDERAL COURTS CLOSEST TO OUR HEADQUARTERS, EXCEPT IF WE BRING THE ACTION IN YOUR HOME STATE OR IF LOCAL LAW REQUIRES THAT THE ACTION BE BROUGHT IN YOUR HOME STATE. AT THIS TIME, OUR HEADQUARTERS ARE IN SACRAMENTO, CALIFORNIA, BUT WE MAY CHANGE THE LOCATION OF OUR HEADQUARTERS AT ANY TIME.
2. THE FRANCHISE AGREEMENT PROVIDES THAT WASHINGTON LAW GOVERNS THE AGREEMENT.
3. THERE ARE FINANCIAL AND LEGAL RISKS TO MOST BUSINESS EFFORTS, INCLUDING THIS FRANCHISE. TAKE YOUR TIME TO DECIDE. YOU MAY FIND IT USEFUL TO REVIEW THIS FRANCHISE DISCLOSURE DOCUMENT, THE FRANCHISE AGREEMENT AND EXHIBITS WITH YOUR OWN ACCOUNTING, FINANCIAL AND LEGAL ADVISORS.
4. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

At this time, we do not use the services of franchise brokers or referral sources to assist us in selling our franchises. If this changes, the franchise broker or referral source would represent us, not you. We may pay this person a fee for selling our franchise or referring you to us. You should make sure to do your own investigation of the franchise.

Effective Date: See the next page for State Effective Dates.

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