

JUN 05 2017

FRANCHISE DISCLOSURE DOCUMENT

Department of  
Business Oversight



ZAXBY'S FRANCHISING LLC  
(A Georgia limited liability company)  
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<sup>®</sup>-brand sauces. Zaxby's<sup>®</sup> restaurants focus on prepared-to-order menu items using real chicken.

The total investment necessary to begin operation of a Zaxby's<sup>®</sup> franchised business is \$367,700 to \$727,500. This includes \$40,200 to \$45,000 that must be paid to the franchisor or its affiliates. Multi-restaurant developers must pay a fee of \$17,500 for each Zaxby's<sup>®</sup> restaurant scheduled for development and subsequently must pay an additional \$17,500 upon execution of the License Agreement for each Zaxby's<sup>®</sup> 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 LLC 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 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 30, 2017.

## 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 AGREEMENT 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 AGREEMENT 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.

This is a document preview downloaded from FranchisePanda.com. The full document is available for free by visiting: <https://franchisepanda.com/franchises/zaxbys>