

TOASTED OWL FRANCHISING, INC.

CONFIDENTIAL FRANCHISE APPLICATION

Thank you for your interest in joining our nest! This franchise application form helps us determine your suitability as an independent franchise owner of a Toasted Owl® Café.

If you are applying as an individual person, please fill it out as such. If you represent a company, please complete the information as your company representative.



Application Date: _____

PERSONAL CONTACT INFORMATION

Name: Last _____ First _____ Middle _____

Street Address _____

City _____ State _____ Zip _____ Country _____

Telephone () _____ E-mail _____

CITY YOU ARE INTERESTED IN

First Choice: _____

Second Choice: _____

Third Choice: _____

How did you learn about this opportunity? _____

When are you interested in starting with us as a franchisee? 1-3 months _____

4-6 months ____ 7-12 months ____

Do you or any persons connected with you have a current franchise relationship with any other company? Yes _____ No _____ If yes, please provide the name of the company, and nature of that relationship. _____

Are you involved with any business that may restrict you from franchising with us?

Yes _____ No _____ If yes, please explain why you are applying to join us as a franchisee: _____

Assuming your review of our franchise is positive, are you prepared to make a decision about the franchise opportunity within 90 days? _____

Why do you think our franchise will enable you to reach your personal goals?

Will this franchise business be your sole source of income? _____

ARE YOU REPRESENTING A COMPANY?

Name of Company _____

Address of Company _____

Your position within the company _____

Does your company currently have a franchise relationship with another restaurant concept? _____

BACKGROUND AND SKILLS

Have you ever been convicted of any crime? [] Yes [] No If yes, please detail below.

Have you ever filed for bankruptcy? [] Yes [] No If yes, please detail below.

Year filed: _____ Date discharged: _____

Please list all of your special skills that make you/your company an outstanding candidate as a Toasted Owl® Café independent franchise owner:

Total years of hospitality experience: _____

Total years of hospitality ownership experience: _____

Total number of restaurants that you have opened: _____

Relative to your skill set, do you have:

Culinary experience or training? _____ (are you competent in a full kitchen?)

Liquor experience? _____ (can you bartend and make most popular cocktails?)

Do you have experience as a General Manager? _____ District Manager? _____

Regional or Director of Operations? _____ Owner? _____ Other _____

Do you consider yourself primarily a front or back of the house person?

Relative to financial acumen, are you able to read and understand a P&L Statement and Balance sheet?

On a scale of 1-10 on OVERALL knowledge of restaurant management matters, how would you rate yourself? _____ Why? _____

The area(s) in your skill-set that you believe “needs work” would be: _____

We provide a very comprehensive training program in Flagstaff, AZ. Also, the signing of the Franchise Agreement takes place at our office in Flagstaff. Are you willing to travel to Flagstaff to meet with us and discuss this the Toasted Owl® business opportunity in person?

Please elaborate on your hospitality experience and qualifications, and why you should be considered as a Franchisee candidate:

Are you planning on taking or holding another job/position while as a franchisee with us, or working part time elsewhere? _____

If yes, why? _____

Are you willing to commit all of your normal working hours to your Toasted Owl® Café franchise? _____

What specific questions do you have that we can answer for you? _____

What is important about you that we should know but have not yet asked? _____

EMPLOYMENT – Please fill out completely

Employment History: (Start with most recent employer.)

Your name: _____

Company name _____

Address _____ Telephone _____

Date Started _____ Starting Wage _____ Starting Position _____

Date Ended _____ Ending Wage _____ Ending Position _____

Name of Supervisor _____ Contact Phone: _____

Responsibilities _____

Reason for leaving _____

Company name _____

Address _____ Telephone _____

Date Started _____ Starting Wage _____ Starting Position _____

Date Ended _____ Ending Wage _____ Ending Position _____

Name of Supervisor _____ Contact Phone: _____

Responsibilities _____

Reason for leaving _____

Company name _____

Address _____ Telephone _____

Date Started _____ Starting Wage _____ Starting Position _____

Date Ended _____ Ending Wage _____ Ending Position _____

Name of Supervisor _____ Contact Phone: _____

Responsibilities _____

Reason for leaving _____

Education: School Name and Location Year Major Degree

High School _____

College _____

College _____

Other _____

Prior ownership experience? _____ Total number of years in the industry _____

Have you ever been convicted of a crime? _____ If yes, please elaborate below.

Relative to my/our work references, Toasted Owl Franchising, Inc. may speak with the following people below to verify dates of work, quality of work and other related information:

#1 (name) _____ Position: _____ Phone: _____

#2 (name) _____ Position: _____ Phone: _____

#3 (name) _____ Position: _____ Phone: _____

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FINANCIAL STATEMENT

ASSETS

Verifiable Liquid Cash on hand and in banks	\$
U.S. Government Securities	
Other Stocks and Bonds	
Loans and Notes Receivable	
IRA's, 401(k)	
Cash Surrender Value Life Insurance	
Value of Businesses Owned	
Real Estate	
Automobiles – ()	
Household Furnishings and Personal Effects	
TOTAL ASSETS	\$

LIABILITIES AND NET WORTH

Notes Payable	
Liens on Real Estate	
Other Liabilities (Itemize)	
TOTAL LIABILITIES	\$

NET WORTH \$

SOURCE OF INCOME

Salary	\$
Dividends and Interest	
Real Estate Income	
Other Income	

TOTAL INCOME \$

I attest that the above information is accurate and correct as of the date of this franchise application form. Signature: X _____

1. Are you current on all State and Federal Tax liabilities? Y__ N__
2. Are your mortgage/rent payments current to date? Y__ N__
3. Is there anything that's important that we need to know that is not disclosed above?
4. As the primary applicant, what is the total amount of cash that you have available to invest in this franchise business \$ _____



MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-disclosure Agreement ("Agreement") is made and entered into as of (Month/Day) _____ 2019 (the "Effective Date"), by and between Toasted Owl Franchising, Inc. (TOF), mailing address of P.O. Box 340, Flagstaff, AZ and principle place of business located at 12 S. Mike's Pike, Flagstaff, AZ 86001 and:

(Your name) _____

(Your address) _____

AGREED:

1. Both of the above named parties are entering into this Mutual Non-Disclosure Agreement in order to obtain from the other certain financial, technical and business information related to a franchising agreement or other potential business relationship under terms that will protect the confidential and proprietary nature of such information.
2. As used herein, "Confidential Information" shall mean any and all technical or business information, including third party information (including, but not limited to, trade secrets, product/service specifications, prototypes, computer programs, models, drawings, marketing plans, financial data, and personnel statistics) provided, disclosed or made accessible by one party to the other that is either identified as or would reasonably be understood to be confidential and/or proprietary
3. The receiving party will make no use of Confidential Information of the disclosing party for any purpose other than that specified in Section 1. The receiving party will not disclose Confidential Information of the disclosing party to any third party and will protect and treat all Confidential Information of the disclosing party with the same degree of care as it uses to protect its own confidential information of like importance, but in no event with less than reasonable care. The receiving party will only disclose Confidential Information of the disclosing party to its agents who have a "need to know." The receiving party will notify and inform such agents of the receiving party's obligations imposed by this Agreement, and the receiving party will be responsible for any breach of this Agreement by its agents.
4. Both parties agree that they will not reproduce or make copies of any Confidential Information except as required to accomplish the purposes of this Agreement, and that any such copies will be given to the other in compliance with Paragraph 6 below.
5. This Agreement shall not expire and all terms are perpetual in nature. The receiving party agrees to treat Confidential Information of the disclosing party as confidential unless otherwise agreed to in writing by both parties.
6. Upon request of the disclosing party, the receiving party shall, at the disclosing party's option, return all Confidential Information, together with any copies thereof, to the disclosing party, or certify to the disclosing party that the same has been destroyed.

7. Except for the obligations of use and confidentiality imposed herein, no obligation of any kind is assumed or implied against either party by virtue of the parties' meetings or conversations with respect to the subject matter stated above or with respect to whatever Confidential Information is exchanged.

8. Nothing herein contained shall be construed as granting to either party any right or license under any copyrights, inventions, or patents now or hereafter owned or controlled by the other party.

9. Without the prior consent of the other party, neither party shall disclose to any third party the existence or purpose of this Agreement, the terms or conditions hereof, or the fact that discussions are taking place and that Confidential Information is being shared. The parties also agree that neither party shall use any name, trade name, service mark, or trademark of the other or refer to the other party in any promotional activity or material without obtaining the prior written consent of the other party.

10. Neither this Agreement nor any rights or obligations of either party under this Agreement shall be transferable or assignable by that party without the prior written consent of the other party, and any attempted transfer or assignment of this Agreement by either party not in accordance herewith shall be null and void. The rights and obligations of each party under this Agreement shall be binding upon and inure to the benefit of their permitted successors or assigns.

11. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Arizona, without giving effect to principles and provisions thereof relating to conflict or choice of laws and irrespective of the fact that any one of the parties is now or may become a resident of a different state.

12. The Parties expressly understand and agree that the covenants and agreements to be rendered and performed by the parties pursuant to this Agreement are special, unique, and are of an extraordinary character, and in the event of any default or breach, the other party shall have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without bond, and without prejudice to any other rights and remedies that the party may have for a breach of this Agreement. Nothing herein shall be construed as prohibiting either party from pursuing any other remedies available for such breach or threatened breach, including recovery of damages. If any legal or equitable action arises relating to the enforcement of this Agreement, the prevailing party shall be awarded all court costs, expenses, and reasonable attorneys' fees.

13. This Agreement, together with any and all exhibits incorporated herein, constitutes the entire agreement between the parties with respect to the subject matter of this Agreement, and supersedes all prior oral and written understandings, arrangements and agreements between the parties relating thereto. No provision of this Agreement shall be deemed waived, amended or modified by either party, unless such waiver, amendment or modification is made in writing and signed by both parties.

14. Any notices required or permitted hereunder shall be given to the appropriate party at the address specified above or at such other addresses as the party shall specify in writing. Such notice shall be deemed given upon personal delivery to the appropriate address or if sent by certified or registered mail, three days after the date of mailing, or upon delivery if sent by a reputable courier, with confirmation of receipt. This Agreement may be signed in duplicate originals, or in separate counterparts, which are effective as if the parties signed a single original. A facsimile of an original signature transmitted to the other party is effective as if the original was sent to the other party.

15. I understand that all of the information contained on this Application and Information form is, and shall always be held in the strictest confidence by Toasted Owl Franchising, Inc.

16. I understand and agree that until a franchise agreement has been signed, no media or other disclosures shall be made

17. I understand and agree that if I am granted a franchise from Toasted Owl Franchising, Inc. and if at a subsequent time it is discovered that I have made false or misleading statements on this Application, I/we may, without notice, lose my franchise rights and lose any funds that I may have paid in towards that license. I agree to hold Toasted Owl Franchising, Inc. harmless in this regard.

18. Toasted Owl Franchising, Inc. is hereby authorized to conduct an investigation of my prior educational, employment, credit, and criminal history.

19. Jurisdiction, disparagement, dispute: This Agreement is deemed to have been executed in the State of Arizona, subject to its laws, regardless of whether services are actually rendered outside of the State. Both Company and signer of this agreement agree to not disparage, speak negatively of or discredit the other to any outside third parties at any time during or after the term of the Franchise Agreement. If any provision of this or the Franchise Agreement is deemed to be unlawful, the said provision shall be changed or severed without affecting the enforceability of the remainder of the Agreement. Any dispute or controversy or claim arising out of or relating to the Agreement shall be settled by arbitration with proceedings conducted in Flagstaff, Arizona. The prevailing party shall be entitled to collect reasonable attorney's fees incurred in the course of prosecuting or defending the claim.

I/we certify that the facts set forth in this Franchise Application and financial statement(s) are accurate and correct to the best of my knowledge. I/we understand that blank or omitted sections on this application will result in a lack of complete information and the Application cannot be considered by Toasted Owl Franchising, Inc.

Signature – applicant #1

Date

Name (please print)

Social Security Number

Signature – applicant #2

Date

Name (please print)

Social Security Number

THANK YOU!

PLEASE MAIL ALL 10 PAGES OF THIS COMPLETED APPLICATION FOR IMMEDIATE CONSIDERATION TO:

**Cecily Maniaci, President
Toasted Owl Franchising, Inc.
PO Box 340, Flagstaff, Arizona 86002**