

# QUIZNOS NON-TRADITIONAL FRANCHISE APPLICATION *The principal owner of the company must complete and sign this application*

SECTION 1

**CONTACT INFORMATION:**

First Name  Middle Name  Last Name

Social Security #  Date of Birth  Email

*\*Social Security Number and Date of Birth must belong to the franchise applicant*

Home Phone#  Cell Phone #  Work Phone #

Address:

City:  State  Zip Code

Are you married?  YES  NO - if Yes, spouse's name

Will you have other owners/partners?  YES  NO  I don't know If yes, partner's name

What state would you like to open a store in?

SECTION 2

**EMPLOYMENT:**

Are you:  Self Employed *or*  Employed *(If so, please complete the information below)*

| NAME OF COMPANY / EMPLOYER | POSITION             | TYPE OF BUSINESS     |
|----------------------------|----------------------|----------------------|
| <input type="text"/>       | <input type="text"/> | <input type="text"/> |

Are you:  Unemployed *or*  Retired *(If so, please check box and skip to next section)*

SECTION 3

**FINANCIAL INFORMATION**

|  |      |                      |     |  |
|--|------|----------------------|-----|--|
| Total Liquid Assets available (e.g. cash, stocks, bonds, mutual funds) | A \$ | <input type="text"/> | .00 | (\$70,000 cash available required for each unit) |
| Total Tangible Assets (e.g. house, car, business, etc)                 | B \$ | <input type="text"/> | .00 |  |
| Total Assets   | C \$ | <input type="text"/> | .00 | (Add A and B)                                    |
| Total Liabilities  | D \$ | <input type="text"/> | .00 |  |
| Total Net Worth : Total Assets minus Total Liabilities                 | E \$ | <input type="text"/> | .00 | (Subtract D from C)                              |

SECTION 4

**UNIT INFORMATION:**

If you plan to operate in a Special Venue environment, please indicate the types of units you operate:

|   |   |  |
|---|---|--|
| <input type="checkbox"/> Convenience Store with Gas | <input type="checkbox"/> Military         | <input type="checkbox"/> Grocery Store / Supermarket |
| <input type="checkbox"/> College / University       | <input type="checkbox"/> Truck Stop       | <input type="checkbox"/> Business                    |
| <input type="checkbox"/> Convenience Center         | <input type="checkbox"/> Stadium / Arena  | <input type="checkbox"/> Hospital                    |
| <input type="checkbox"/> Airport                    | <input type="checkbox"/> Specialty Retail |  |

SECTION 5

**PERSONAL INFORMATION:**

- Have you ever filed for bankruptcy protection? If yes, identify discharge date .....  Yes  No
- Have you ever been convicted of a felony? .....  Yes  No
- Are you or anyone in your immediate family a partner or owner, or employed by a restaurant or deli .....  Yes  No
- Are you a US Citizen? .....  Yes  No  
If no, what country are you a citizen of?
- Do you have enough income to maintain your current lifestyle without spending funds allocated for development of a Quiznos Franchise(s) until opening  Yes  No
- Do you understand that if financing is required to open your Quiznos it is your sole responsibility to obtain the financing .....  Yes  No
- Do you understand that you must pass a Quiznos designated basic skills test .....  Yes  No

SECTION 6

**SIGNATURE:**

I understand that the acceptance of this Franchise Application by QFA Royalties LLC or any of its affiliates (collectively "Quiznos") does not constitute the grant of a franchise. I understand that Quiznos grants franchises only by executing written franchise agreements. By signing below, I authorize Quiznos and its assigns to start an investigative consumer report and credit investigation based on the information voluntarily provided by me and warrant that all information provided is true and accurate. I understand that I have a right to request that Quiznos make a complete and accurate disclosure of the nature and scope of such investigation. Quiznos may obtain my credit report in connection with this application. This is my authorization to credit reporting agencies, bank(s), creditors and suppliers to release to Quiznos, and to Quiznos to release to such parties, all information requested regarding my depository, loan or other credit information including, without limitation, financial information, by telephone or in writing as part of the normal credit evaluation process. I release my bank(s), creditors, suppliers and Quiznos from all liabilities with respect to the release of any such requested information. Authorization is granted to use photo or fax copies of my signature to obtain information. If I am requesting that Quiznos make a credit determination based on my creditworthiness combined with any co-applicants. I authorize Quiznos to discuss any derogatory credit items with such co-applicants. **I understand that Quiznos may, at any time, require that I sign an updated application or provide additional or updated information (including financial information). I acknowledge that I have read, and hereby agree to be bound by the Confidentiality and Non-Disclosure provisions which appear on the reverse side of this Application.**

DATE  PRINT NAME (FIRST, MIDDLE INITIAL, LAST)  SIGNATURE IN INK

**FAX TO: 1-866-272-9414**

|        |      |      |
|--------|------|------|
| Legal: | CRM: | DEV: |
|--------|------|------|

## Confidentiality and Non-Disclosure

The individual who has signed the application on the reverse hereof ("Applicant") has applied to become a franchisee of QFA Royalties LLC ("Quiznos") and, in connection with the application process, may become privy to certain information regarding the business of Quiznos and its affiliates and its franchisees which Quiznos classifies and protects as confidential and proprietary (the "Information"). Quiznos is willing to divulge such information (as and to the extent it deems appropriate in connection with the Applicant's application) only if the Applicant agrees to protect the confidentiality of such Information. In consideration of the disclosure of Information, Applicant agrees to the following terms and conditions:

- 1 **Confidentiality.** Applicant on behalf of itself and its affiliates, employees, officers and directors, agrees to maintain as confidential all Information disclosed to it. Applicant shall not, directly or indirectly, disclose any such Information to any third party without Quiznos prior written consent, nor shall Applicant use any Information for its own benefit (except for the purpose of the discussions contemplated by this Agreement) or for the benefit of any third party. The dissemination of Information by Applicant within its own organization shall be limited to those employees and consultants whose duties justify the need to know such Information.
- 2 **Return of Information.** Applicant shall return to Quiznos within ten (10) days of written request therefore, all Information, together with any and all copies thereof.
- 3 **No Rights in Information.** Neither this Agreement nor the disclosure of Information shall be deemed, by implication or otherwise, to vest in Applicant any rights in the Information or any other trade secrets or property of Quiznos.
- 4 **Breach.** Any breach of any provision hereof will be theft of Quiznos trade secrets, and will cause irreparable harm and damage to Quiznos. Quiznos shall be entitled to enjoin any actual or threatened violation of any of the provisions in this Agreement. In addition to injunctive relief, Quiznos may recover damages from Applicant for any loss caused by any violation of the provisions of this Agreement (including violations by third parties to whom Applicant discloses Information). In any action brought to enforce any of the provisions of this Agreement, Quiznos shall be entitled to reasonable attorneys fee and costs.
- 5 **Law.** This Agreement is made under, and shall be construed and enforced in accordance with, the laws of the State of Colorado. The parties agree that the exclusive venue for disputes between them shall be in the District Court for the City & County of Denver, Colorado, or the United States District Court for the District of Colorado, and the parties each waive any objection they may have to the personal jurisdiction of, or venue in, such courts.
- 6 **Severability.** Any provision hereof which may prove unenforceable under any law or by any court shall not affect the validity of any other provision hereof.

**Return this application to:**

Quiznos

1001 – 17<sup>TH</sup> Street, Suite 200, Denver, Colorado 80202

Attn: Stefan Englund

FAX: 1 (866) 272-9414 or [senglund@quiznos.com](mailto:senglund@quiznos.com)