



WINGS ETC., INC.
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We sell franchises for the right to operate a single WINGS ETC.® Grill and Pub restaurant or a Wings 2 Go restaurant. WINGS ETC.® restaurants will have a family-oriented sports theme and will offer a wide variety of chicken wings, sandwiches, burgers and other products and beverages including beer, wine and liquor.

The total investment necessary to begin operations of a Grill and Pub restaurant franchise ranges from \$368,650 to \$1,529,600 for a non-free standing location or a conversion of an existing free standing location, and \$1,618,650 to ~~\$2881,100~~2,881,100 for a free standing building. These amounts include an \$25,000, which must be paid to us or an affiliate.

The total investment necessary to begin operations of a Wings 2 Go restaurant franchise ranges from ~~\$479,750~~474,750 to ~~\$867,400~~862,400. These amounts include an \$20,000, which must be paid to us or an affiliate.

Franchisees who qualify may sign a development agreement, which authorizes them to enter into 2 or more franchise agreements within a specified development area. To retain the right to acquire more franchises, these franchisees must satisfy a minimum development schedule. Grill and Pub developer franchisees pay our standard Grill and Pub Initial Franchise Fee of \$25,000 for their first restaurant to be developed and a development fee ranging between \$15,000 and \$112,500 for the right to develop additional Grill and Pub restaurants within the specified development area. Wings 2 Go developer franchisees pay our standard Wings 2 Go Initial Franchise Fee of \$20,000 for their first restaurant to be developed and a development fee ranging between \$10,000 and \$75,000 for the right to develop additional Wings 2 Go restaurants within the specified development area. The amount of the development fee depends on the number of restaurants to be developed. These amounts would be in addition to the initial investment necessary to begin operation of a single Grill and Pub restaurant or Wings 2 Go restaurant described above.

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.**

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 Wings Etc., Inc. at franchise@wingsetc.net or at the address and/or phone number listed above.

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.

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keno, provided such forms of gambling are lawful where a restaurant is located. Each franchised restaurant operates under the name WINGS ETC.® and other marks as we designate (the “Marks”). We may change the name of the System and the restaurant franchises offered from WINGS ETC.® to another name, as further described in Item 13. You will sign the Franchise Agreement (attached as Exhibit C.)

You must operate your restaurant under the unique WINGS ETC.® system (the “System”). The System is characterized by fresh, made-to-order chicken wings, distinctive layout, service style, design, signs, decor, furnishings, recipes, procedures and techniques, all of which we may change.

We will not grant an additional franchise to any existing franchisee that is not in full compliance with its existing Franchise Agreement or that has been in default of its Franchise Agreement within 90 days.

In addition, we offer to select, qualified individuals who meet our then-current standards and qualifications, the opportunity to acquire the right to develop multiple WINGS ETC.® restaurants within a specific Development Area under the Multiple Restaurant Development Agreement attached as Exhibit D (“Development Agreement”). If you sign a Development Agreement, you will receive the right to open a certain number of either Grill and Pubs or Wings 2 Go restaurants within a specified geographic area (the “Development Area”) over a defined period of time (the “Development Schedule”), as we determine, on the basis of the market potential and the size of the Development Area. You will be required to sign our then-current form of franchise agreement in connection with each WINGS ETC.® restaurant that you develop under the Development Schedule, which may differ from the Franchise Agreement attached to this disclosure document. We refer to these franchisees as “Developers” or “Developer franchisee.” [You would also be required to sign the franchise agreement for the first WINGS ETC.® restaurant that you are required to develop at the same time as the Development Agreement.](#)

The Market and Competition

Your restaurant will offer food products to the general public and the sales are not seasonal. Your competitors include other restaurant businesses offering similar food products, including national or regional franchise systems, independent restaurants, and other chains. The market for restaurants serving chicken wings, sandwiches and other products is well developed.

Laws and Regulations: Licenses and Permits

In addition to laws and regulations that apply to businesses generally, your restaurant will be subject to various federal, state and local government regulations, including those relating to site location and building construction, such as the Americans with Disabilities Act; storage, preparation and sale of food products including meat products; health, sanitation and safety regulations relating to foodservice; and gambling. Laws exist in every state that govern the foodservice industry (including health, sanitation and safety regulations regarding food storage, preparation and safety) and the sale of liquor. You must comply with these laws and other laws that apply to businesses generally. It is your sole responsibility to obtain and keep in force all necessary licenses and permits required by public authorities, including an alcoholic beverage vendor’s license and any applicable gaming licenses.

YOUR ESTIMATED INITIAL INVESTMENT						
Type of Expenditure	Non-Free Standing Location and Conversion of Existing Free Standing Location amount	Free Standing Location Amount	Wings 2 Go	Method of Payment	When Due	To Whom Payment Is to Be Made
					Agreement	
Free Standing Building Improvements/Non-Free Standing Leasehold Improvements(2)	\$65,000 to \$860,000	\$1,310,000 to \$2,200,000	\$300,000 to \$500,000	As Arranged	As Arranged	Contractors
Furniture, Fixtures and Equipment(3)	\$160,000 to \$315,000	\$160,000 to \$315,000	\$50,000 to \$150,000	As Arranged	As Arranged	Approved Suppliers
Signage	\$6,000 to \$15,000	\$11,000 to \$26,500	\$6,000 to \$20,000	As Incurred	As Incurred	Approved Suppliers
Computer System/Cash Register/POS (No back office system currently required)	\$9,500 to \$10,500	\$9,500 to \$10,500	\$11,000 to \$25,000	As Incurred	As Incurred	Approved Suppliers
Lease & Utility Security Deposits(4)	\$00 to \$10,000	\$00 to \$10,000	\$00 to \$10,000	As Arranged	Before Opening	Lessor and Utility Companies
Initial Inventory(5)	\$19,000 to \$29,000	\$19,000 to \$29,000	\$8,000 to \$13,000	Lump Sum	Upon Delivery of Inventory	Approved Suppliers
Insurance(6)	\$1,650 to \$13,000	\$1,650 to \$13,000	\$1,650 to \$13,000	As Arranged	As Arranged	Insurance Company
Training(7)	\$10,000 to \$61,500	\$10,000 to \$61,500	\$10,000 to \$19,000	As Incurred	As Incurred	Transportation Lines, Hotels, Restaurants
Grand Opening Advertising/ Marketing (8)	\$25,000	\$25,000	\$25,000	As Incurred	Within 14 Days of Opening	Us or our designated Approved Supplier
Office Equipment and Supplies(9)	\$1,400 to \$3,000	\$1,400 to \$3,000	\$1,000 to \$2,000	As Incurred	As Incurred	Approved Suppliers
Liquor License(10)	\$500 to \$95,000	\$500 to \$95,000	\$2,000 to \$3,000 <u>00</u>	As Arranged	As Arranged	Appropriate State/Local Authorities or Third Party
Professional Fees	\$500 to \$5,200	\$500 to \$5,200	\$100,200 to \$2,400 <u>3,000</u>	As Arranged	As Arranged	Your Attorneys and Other Professionals
Business License and Permits	\$100 to \$2,400	\$100 to \$2,400	\$40,000 <u>0</u> to \$60,000 <u>400</u>	As Arranged	As Arranged	Appropriate State/Local Authorities or Third Party
Additional Funds(11) (3 month period)	\$45,000 to \$60,000	\$45,000 to \$60,000	\$300,000 <u>0,000</u> to \$500,000 <u>0,000</u>	As Incurred	As Incurred	Employees, Suppliers
TOTAL(12)	\$368,650 to \$1,529,600	\$1,618,650 to \$2,881,100	\$479,750 <u>74,750</u> to \$867,400 <u>62,400</u>			

* Except where otherwise noted, we do not offer direct or indirect financing to franchisees for any items. Except where otherwise noted, all amounts that you pay to us or our affiliates are nonrefundable. Third-party suppliers will decide if payments to them are refundable.

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Part 3: 2024 Franchised & Company-Owned Restaurant Revenue and Cost Information Overall Averages

There were a total of 80 Wings Etc.® restaurants operating as of December 31, 2024. 79 of the 80 company and franchised restaurants had been continuously operating for at least 12 months as of December 31, 2024 and were included in the financial performance representation.

TABLE 3: FRANCHISED AND COMPANY-OWNED RESTAURANT SALES AND COST INFORMATION TOTALS

Tier (and # of Restaurants in Tier)	Average Total Sales Tier	Median Total Sales for Tier	Low to High Total Sales for Tier	Average Food Cost %	Average Labor Cost %	Average Paper Cost %	Average Discount Cost %	Average Alcohol Cost %	Average Total Cost %
All Company-Owned Combined (26)	\$1,671,449	\$1,641,691	\$952,425 to \$3,356,912	26.7%	13.9%	2.1%	3.0%	5.2%	50.8%
All Franchisee Tiers Combined (53)	\$1,563,701	\$1,471,801	\$850,788 to \$3,840,336	25.2%	15.6%	1.8%	3.4%	5.4%	51.5%
All Company & Franchisee Tiers Combined (79)	\$1,599,162	\$1,501,468	\$850,788 to \$3,840,336	25.8%	15.0%	1.9%	3.3%	5.3%	51.3%

Notes to Part 3:

- 13 out of the 26 (50%) company-owned restaurants met or exceeded the average Total Sales for company-owned restaurants.
- 22 out of the 53 (42%) total franchised restaurants met or exceeded the average Total Sales for franchised restaurants.
- 33 out of the 79 (42%) total restaurants in the system (both company-owned and franchised combined) met or exceeded the average Total Sales for all restaurants.

Some restaurants have sold the amounts listed above. Your individual results may differ. There is no assurance that you will sell as much.

~~You are responsible for developing your own business plan for your restaurant, including capital budgets, financial statements, projections and other elements appropriate to your particular circumstances. We encourage you to consult with your own accounting, business, and legal advisors in doing so.~~

The financial performance representation does not list the various expenses that you will incur in connection with your operation of your restaurant. In addition to the ordinary expenses you will incur in the operation of a restaurant (such as costs of goods sold, employee wages and overhead), you will pay royalty and marketing fees to us as described in Item 6 of this disclosure document. You also may incur other additional expenses including, but not limited to, insurance, legal and accounting, interest on debt service, rent (if applicable), depreciation/amortization, property taxes, and other taxes and licenses. Written substantiation for the financial performance representation will be made available to the prospective franchisee upon reasonable request.

Other than the preceding financial performance representation, Wings, Etc., Inc. does not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your

ADDENDUM TO WINGS ETC., INC. DISCLOSURE DOCUMENT
FOR THE STATE OF MARYLAND

The following information applies to franchises and franchisees subject to Maryland statutes and regulations. Item numbers correspond to those in the main body:

1. Item 17.

The Franchise Agreement provides for termination if you are insolvent under any applicable state or federal law. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Section 101 et seq.).

2. Item 17.

Restaurant Franchise: Any claims under the Maryland Franchise and Disclosure law may be brought in the State of Maryland.

3. Item 17.

Restaurant Franchise: Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

4. Item 17.

Pursuant to COMAR 02.02.08.16L, any general release required as a condition of renewal, sale and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

5. Item 17.

No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the Franchisor/franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

6. Item 22.

A Release of Claims is attached to the Maryland Addendum to the Franchise Agreement (See Exhibit C to the disclosure document).

ADDENDUM TO WINGS ETC., INC. DISCLOSURE DOCUMENT
FOR THE STATE OF MINNESOTA

To the extent the Minnesota Franchise Act, Minn. Stat. §§80C.01 – 80C.22 applies, the terms of this Addendum apply.

State Cover Page and Item 17, Additional Disclosures:

Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside of Minnesota, requiring waiver of a jury trial or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Disclosure Document shall abrogate or reduce any of your rights as provided for in Minn. Stat. Sec. 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

Franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. A court will determine if a bond is required.

Item 6, Additional Disclosure:

NSF checks are governed by Minn. Stat. 604.113, which puts a cap of \$30 on service charges.

Item 13, Additional Disclosures:

The Minnesota Department of Commerce requires that a franchisor indemnify Minnesota Franchisees against liability to third parties resulting from claims by third parties that the franchisee's use of the franchisor's trademark infringes upon the trademark rights of the third party. The franchisor does not indemnify against the consequences of a franchisee's use of a franchisor's trademark except in accordance with the requirements of the franchise agreement, and as the condition to an indemnification, the franchisee must provide notice to the franchisor of any such claim immediately and tender the defense of the claim to the franchisor. If the franchisor accepts tender of defense, the franchisor has the right to manage the defense of the claim, including the right to compromise, settle or otherwise resolve the claim, or to determine whether to appeal a final determination of the claim.

Item 17, Additional Disclosures:

Any condition, stipulation or provision, including any choice of law provision, purporting to bind any person who, at the time of acquiring a franchise is a resident of the State of Minnesota or in the case of a partnership or corporation, organized or incorporated under the laws of the State of Minnesota, or purporting to bind a person acquiring any franchise to be operated in the State of Minnesota to waive compliance or which has the effect of waiving compliance with any provision of the Minnesota Franchise Law is void.

We will comply with Minn. Stat. Sec. 80C.14, subs. 3, 4 and 5, which requires, except in certain specified cases, that a franchisee be given 90 days notice of termination (with 60 days to cure), 180 days notice for nonrenewal of the Franchise Agreement, and that consent to the transfer of the franchise will not be unreasonably withheld.

Minnesota Rule 2860.4400D prohibits a franchisor from requiring a franchisee to assent to a general release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§80C.01 – 80C.22.

The limitations of claims section must comply with Minn. Stat. Sec. 80C.17, subd. 5.

No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the

| ~~Franchisor~~[franchisor](#). This provision supersedes any other term of any document executed ~~in connection~~ with the franchise.

ADDENDUM TO
WINGS ETC., INC.
FRANCHISE AGREEMENT FOR THE
STATE OF MARYLAND

This Addendum pertains to franchises sold in the State of Maryland and is for the purpose of complying with Maryland statutes and regulations. Notwithstanding anything that may be contained in the body of the Franchise Agreement (“Agreement”) to the contrary, the Agreement is amended as follows:

1. All representations requiring prospective franchisees to assent to a release required as a condition of renewal, sale and/or assignment/transfer shall not apply to, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

2. Section 15 is amended to provide that any disclaimers or acknowledgments by Franchisee under this Section are not intended to nor shall act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

3. Section 15.B is amended to delete the phrase, “ You acknowledge and agree that you have not received any warranty or guarantee, express or implied, as to the potential volume, profits or success of your business.”

4. Section 15.I is amended to provide that Franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure law.

5. Section 17.4 is further amended to provide that any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the date of the Agreement.

6. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

7. In all other respects, the Agreement will be construed and enforced according to its terms.

8. [The Questionnaire should not be completed or signed by and will not apply to any franchisees and franchises that are subject to the Maryland franchise registration/disclosure laws.](#)

[\[Signature page to follow\]](#)

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration:

California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
Illinois	Pending April 21, 2025
Indiana	April 21, 2025
Maryland	Pending
Michigan	April 21, 2025
Minnesota	Pending
New York	Pending
Virginia	Pending
Wisconsin	April 21, 2025

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.