

Runza® National, Inc.
Franchise or Partnership Application



Confidential Information

Personal Information

Name _____ Home Phone _____

Address _____ Business Phone _____

City _____ State _____ Zip Code _____

Email Address _____ Cell Phone _____

Date of Birth _____ Driver's License Number _____

Social Security Number _____

Spouse's Name _____ Spouse's Social Security Number _____

Spouse's Date of Birth _____ Spouse's Driver's License Number _____

Spouse's Occupation _____

Number of Dependents _____ Age(s) of Dependents _____

Home/Apartment: OWN or RENT (circle one) How long have you owned or rented your existing home? _____

What are the addresses of your former residences for the last ten years?

_____	_____
_____	_____
_____	_____
_____	_____

Are you related to any officer, director, employee, franchisee, or shareholder of Runza® National, Inc. or any of its affiliates?
_____ If yes, please explain: _____

Are you or your employer providing products, goods or services to Runza® National, Inc. or franchisees of Runza® Restaurants? (If yes, please explain)

Have you ever been convicted of anything other than minor traffic violations? Has any judgment ever been entered against you or your company or your employer where you were one of the litigants? Are you involved in pending litigation? If yes to any of these questions, please explain.

Have you or your spouse ever declared personal bankruptcy? If yes, please explain.

Of which country are you a citizen? _____

May we contact you at your business telephone number? _____ If yes, what hours of the day are best to call?

Have you ever previously applied for a Runza® Restaurant franchise? _____

Education

	<u>Name/Location</u>	<u>Years Completed</u>	<u>Major and Degrees</u>
High School	_____		
College	_____		
Graduate School	_____		

Military Service

Branch of Service _____

Type of Discharge _____ Active Duty from _____ to _____

Activities

What are your hobbies or special interests? _____

List memberships in any civic, service or professional organization _____

Business Experience

Present Occupation _____ Position Held _____

Dates Employed _____

Company _____ Address _____

Describe duties and responsibilities: _____

Previous Occupation _____ Position Held _____

Dates Employed _____

Company _____ Address _____

Describe duties and responsibilities: _____

Previous Occupation _____ Position Held _____

Dates Employed _____

Company _____ Address _____

Describe duties and responsibilities: _____

Have you ever owned your own business or franchise? If yes, please explain.

Personal References (name three persons other than employers or relatives)

Name	Address	Occupation	Telephone	Years Known
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_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Interest in Runza® Restaurants

How or why did you become interested in Runza® Restaurants? _____

To what extent will you be actively involved in the day-to-day operations of the restaurant? _____

What percent of equity in this restaurant will you own? _____%

What amount of cash will you personally invest in the franchise? \$ _____

What is the source of your cash investment in the franchise? _____

Who will be the General Manager, overseeing the day-to-day operations? _____

Do you intend on having business partners? _____

Do you currently have an interest in other business ventures? _____ (if yes, please explain)

Our current growth plans are defined within the franchise packet. Which city or cities would you be interested in opening a Runza® Restaurant?

First Choice _____

Second Choice _____

Others _____

Biographical Profile

Please describe in your own words those factors that may be relevant to Runza® National, Inc. in considering your application for a Runza® Restaurants Franchise. In your profile you may want to consider such things as family background, civic involvement, employment history, business experience, personal history, etc.

PERSONAL FINANCIAL STATEMENT

Have (either of) you or any firm in which you were a major owner ever declared bankruptcy, or settled any debts for less than the amounts owed? If yes, please provide details on a separate sheet. ___ Yes ___ No

Are (either of) you a defendant in any suit or legal action? ___ Yes ___ No

Are (either of) you presently subject to any unsatisfied judgments to tax liens? ___ Yes ___ No

When, if ever, have (either of) you been audited by IRS? ___ Yes ___ No

Section 3 – Statement of Financial Condition as of

Assets <small>(Do not include assets of doubtful value)</small>	In dollars (omit cents) [Individual]	[Joint]	If joint, with whom	Liabilities	In dollars (omit cents) [Individual]	[Joint]	If joint, with whom
Cash, Checking & Savings, CD's – See Schedule A				Notes payable to banks & others – See Schedule H			
U.S. Gov't. & marketable securities – See Schedule B				Due to brokers			
Non-marketable securities – See Schedule C				Amounts payable to others-secured			
Securities held by broker In margin accounts				Amounts payable to others-unsecured			
Restricted, control or margin account stocks				Accounts & bills due			
Real estate owned – see Schedule D				Unpaid income tax			
Accounts, loans, & notes receivable				Other unpaid taxes & interest			
Automobiles				Real estate mortgages payable – See Schedules D & H			
Cash, surrender value-life insurance – See Schedule E							
Vested interest in deferred compensation/ Profit-sharing plans – see Schedule F							
Business ventures – see Schedule G							
Other assets/personal property itemize – See Schedule G if applicable							
				Total Liabilities			
				Net Worth			
Total Assets				Total Liabilities and Net Worth			

Section 4 – Annual Income For Year Ended

Annual Income	[Individual]	[Joint]	Annual Expenditures	[Individual]	[Joint]	Contingent Liabilities Estimated Amounts	[Individual]	[Joint]
Salary, bonuses & commissions	\$		Mortgage/rental payments	\$		Do you have any... Yes No		
Dividends & Interest			Real estate taxes & assessments			Contingent liabilities (as endorser, co-maker or guarantor?)...	<input type="checkbox"/>	<input type="checkbox"/>
Real estate income			Taxes-federal, state & local			(On leases? On contracts?)	<input type="checkbox"/>	<input type="checkbox"/>
Other income <small>(alimony, child support, or separate maintenance Income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.)</small>			Insurance payments			Involvement in pending legal actions?	<input type="checkbox"/>	<input type="checkbox"/>
			Other contract payments (car payments, charge cards, etc.)			Contested income tax liens?	<input type="checkbox"/>	<input type="checkbox"/>
			Alimony, child support, maintenance			Any estimated capital gains tax on the unrealized asset appreciation?	<input type="checkbox"/>	<input type="checkbox"/>
			Other expenses			Other special debt or circumstances?	<input type="checkbox"/>	<input type="checkbox"/>
Total Income	\$		Total Expenditures	\$		If "yes" to any question(s) describe:		
						Total Contingent Liabilities	\$	

(COMPLETE SCHEDULES AND SIGN ON REVERSE SIDE)



Disclaimer

I understand the acceptance of this Franchise Application by Runza® National, Inc., does not constitute the grant of a franchise. I understand that Runza® grants franchises only by executing written Franchise Agreements.

I submit the following information as my complete and true personal and financial condition as of the date shown below. Each of the undersigned represents, warrants, and certifies that (1) the information provided herein is true, correct and complete and gives a correct and complete showing of the financial condition of the undersigned, (2) the undersigned has no liabilities direct, indirect or contingent except as set forth in this statement, and (3) legal and equitable title to all assets listed herein is in the undersigned's sole name, except as may be herein otherwise noted. Each of the undersigned agrees to notify you immediately and in writing of any change in name, address, or employment and of any material adverse change (1) in any of the information contained in this statement or (2) in the financial condition of any of the undersigned or (3) in the ability of any of the undersigned to perform its (or their) obligations to you. In the absence of such notice or a new and full written statement, this should be considered as a continuing statement and substantially correct. In connection with your Franchise Application, we may conduct a reference check and request a consumer report on you. The reference check, also known as an investigative consumer report, may include information as to your character, general reputation, personal characteristics and mode of living. This information may be obtained from a variety of sources, including your previous employers and references supplied by you or others. You have the right to request, in writing, within a reasonable time, that we supply you with the sources of such information. In accordance with the Privacy Act (5 U.S.C. 552 a), Freedom of Information Act and The Fair Credit Reporting Act, I expressly authorize any past or present employer, any law enforcement agency, federal, state or local, or any person who has personal knowledge of my character, work experience or criminal records to release this information to Runza® National, Inc. I understand and acknowledge that, as a condition of being considered for the Runza® franchisee training program, I must submit to a credit history check to be performed by a credit-reporting agency. I understand the credit reporting agency will make the results of the credit history check available to Runza® National, Inc. and Runza® National, Inc. may use those results in determining whether I will be placed into the franchisee training program or remain in Runza®'s franchisee training program. In the event that information from the report is used in making an adverse decision with respect to our potential employment, the name and address of the consumer-reporting agency making the report will be provided to you. If requested by Runza® National, Inc., I agree to supply statements from my professional advisors verifying the disclosed assets, and I also agree to furnish copies of Federal Income Tax Returns as filed for the last five years. I understand that Runza® National, Inc. is relying upon all the above information as a material factor in considering my application to become a Runza® franchisee, and I therefore agree to promptly notify Runza® National, Inc. of any material change in any of the information herein disclosed or subsequent information provided to Runza® National, Inc. In addition, I release all persons from liability as a result of true, accurate information.

Confidentiality and Non-Disclosure Undertaking

The individual who has submitted this Franchise Application ("Applicant") has applied to become a franchisee of Runza® and, in connection with the application process, may become privy to certain information regarding the business of Runza® and its franchisees which Runza® classifies and protects as confidential and proprietary (the "Information"). Runza® 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 Runza® 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 Runza® 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 Runza®.
4. Breach. Any breach of provision hereof will be theft of Runza® trade secrets and will cause irreparable harm and damage to Runza®. Runza® shall be entitled to enjoin any actual or threatened violation of any of the provisions in this Agreement. In addition to injunctive relief, Runza® 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, Runza® shall be entitled to reasonable attorney's 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 Nebraska. The parties agree that the exclusive venue for disputes between them shall be in the District Court for the City and County of Lincoln, NE, or the United States District Court for the District of Nebraska, 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.

I have read and understand the above Disclaimer & Confidentiality and Non-Disclosure Undertaking. I accept the above terms.

Date signed _____, Signature _____

Date signed _____, Signature _____