

CHECKLIST FOR _____ PIZZA FACTORY

Franchisee _____

Address of location _____

Mailing Address before opening _____

Phone# _____ Cell# _____ Fax# _____

DATE:

- _____ 1. FOC signed (also back sheet signed.)
- _____ 2. Market Feasibility signed.
- _____ 3. Franchise Agreement signed
- _____ 4. Copy of signed lease in file
- _____ 5. Blueprint of building
- _____ 6. ABC contacted (beer & wine license must be issued before store opens)
- _____ 7. Business licenses obtained – Set up Business Checking Account.
Electronic Transfer Form Signed & filed with Corporate _____
Fed Tax I.D. # _____ E.D.D.# _____ State Tax Form# _____
Health Permit # _____
City License # _____
- _____ 8. DBA in newspaper
- _____ 9. Accountant selected
- _____ 10. Insurance (liability/workman's comp/delivery
- _____ 11. Equipment ordered, signed off by corporate & copy of equipment list in file
- _____ 12. Hood ordered and signed off by corporate
- _____ 13. Menus ordered & approved
- _____ 14. Menu boards ordered & approved & signed off by corporate
- _____ 15. Coke equipment & ice machine ordered
- _____ 16. Tables ordered & approved & signed off by corporate
- _____ 17. Awning ordered & approved & signed off by corporate
- _____ 18. Outdoor signed ordered & approved & signed off by corporate
- _____ 19. POS system or register ordered & approved (Phone lines in place)
- _____ 20. Bank Service obtained Visa/MC, ATM
- _____ 21. Food Distributor contacted & given credit information
- _____ 22. Décor of store approved & signed off by corporate
- _____ 23. Food Photos/ translight/ banners up
- _____ 24. Crew Hired
- _____ 25. Uniforms ordered & approved
- _____ 26. W/W Seasonings ordered
- _____ 27. Video Games ordered
- _____ 28. Opening flyers approved and printed
- _____ 29. Training Sheet signed & filed at corporate
- _____ 30. Opening Date of Unit: _____
- _____ 31. Store checked by corporate for equipment in place & operating.
- _____ 32. Store checked by corporate for all licenses to be approved.
- _____ 33. Store organized & ready to receive paper stock / food stock

GENERAL RELEASE

This General Release (the "Release") is given by _____, ("Franchisee") Pizza Factory Franchisee of that certain Pizza Factory Franchise located at _____ ("Franchise Outlet") to and for the benefit of Pizza Factory, Inc., A California Corporation ("Pizza Factory") and is made with respect to the following facts:

A. On or about _____, Franchisee and Pizza Factory entered into a Franchise Agreement whereby Franchisee was granted a license to operate the Franchise Outlet;

B. Franchisee now wishes to transfer or assign within the meaning of Section 8 of the Franchise Agreement all or some of its interest in and to the Franchise Outlet to _____.

C. Section 8 of the Franchise Agreement provides, among other things, that as a condition of Pizza Factory approving the assignment now desired by Franchisee, Franchisee is required to sign a General Release of claims it may have against Pizza Factory.

FOR THE PURPOSE OF SATISFYING THE CONDITIONS OF SECTION 8 OF THE FRANCHISE AGREEMENT, FRANCHISEE HEREBY PROMISES, AGREES AND COVENANTS AS FOLLOWS:

1. Franchisee does hereby agree to fully, finally and forever release, quitclaim and discharge Pizza Factory as well as its shareholders, officers, employees, attorneys, agents, and any or all of them, from any and all claims, liabilities, demands, debts, accounts, obligations, actions and causes of action, known or unknown, at law or in equity, including any successors or assigns to such claims, liabilities, demands, debts, accounts, obligations, actions and causes of action, which Franchisee may have or claim to have or to have had, arising at any time in the unlimited past to and including the date of this Agreement, including but without limiting the generality of the foregoing, any and all matters arising out of or in any manner whatsoever connected with the Franchise Agreement or Franchise Outlet EXCEPT as prohibited by state or federal laws, rules and regulations in effect as of the date of this Release and applicable in the state in which the Franchise Outlet is located to the extent applicable to the franchisor/franchisee relationship referred to above.

2. Except as to any matter expressly excluded from the release set out in paragraph 1, hereof, Franchisee further acknowledges and agrees on behalf of himself/herself/themselves/itself that this Release shall operate as a complete bar to any and all litigation which Franchisee may initiate against Franchisor arising out of or relating to the Franchise Agreement or Franchise Outlet.

Exhibit 4

3. Franchisee acknowledges and agrees that the release given herein applies to all claims for injuries, damages, losses or of any other nature, whether those injuries, damages, losses are known or unknown, foreseen or unforeseen, or patent or latent which Franchisee may have against Franchisor and Franchisee hereby waives the application of California Civil Code Section 1542 except to the extent prohibited by the California Franchise Investment Law and/or the California Franchise Relations Act.

Franchisee certifies that he/she/it have read the following provision of California Civil Code Section 1542:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

and indicates the fact by initialing here:

Initial: _____

and that Franchisee understands and acknowledges the significance and consequence of this waiver of California Civil Code Section 1542 is that even if he/she/it should eventually suffer additional damages arising out of the above-referenced Franchise Agreement and Franchise Outlet or any other matter arising out of or relating to said Franchise Outlet, he/she/it will not be able to make any claims for those damages. Furthermore, Franchisee acknowledges that he/she/it intend these consequences even as to claims for damages that may exist as of the date of this Release, but which Franchisee does not know exist, and which, if known, would materially affect Franchisees' decision to execute this Release, regardless of whether Franchisee's lack of knowledge is a result of ignorance, oversight, error negligence, or any other cause.

4. Franchisee hereby agrees that this Agreement and all of its terms shall be binding upon, if applicable, his/hers/its/their officers, shareholders, heirs, personal representatives, executors, administrators, and as to the claims and other matter released by this instrument, assigns and successors in interest thereof.

5. This instrument and any other instrument specifically referred to herein constitute and contain the entire agreement and understanding between the parties concerning the subject matter hereof. This instrument supersedes and replaces all prior negotiations, proposed agreements or agreements, whether written or oral. Franchisee acknowledges that no other party or any agent or attorney of any party has made any promise, representation or warranty whatsoever, expressed or implied, written or oral, not contained herein concerning the subject matter hereof to induce the execution of this instrument and the other documents herein referred to. Franchisee further acknowledges that he/she/they/it has not executed this instrument or any other document in reliance on any promise, representation or warranty not contained herein.

6. If any action at law, in equity, in arbitration, or otherwise is brought to enforce or interpret the provisions of this Release or any agreement referred to herein or arising out of any of them, the prevailing party will be entitled to all expenses, costs and reasonable attorneys fees incurred in such action, including, but not by way of limitation, those incurred in enforcement or collection of any judgment or award or any proceeding in bankruptcy court or probate court.

7. Franchisee represents and acknowledges that, in entering into this Release he/she/they/it was represented by independent counsel or had the opportunity to be so represented and had full opportunity to confer with and seek the advice of said counsel and that he/she/they/it enter into this Release without any reservation whatsoever.

IN WITNESS WHEREOF, Franchisee set his/her/their/its hands on the day or days and year written below.

DATED: _____

FRANCHISEE

Print Name and Title

FRANCHISEE

Print Name and Title