



Syndicate Subscription Legal Plans

RESTAURANTS & EATERIES **CORPORATE CLIENT INTAKE QUESTIONNAIRE:**

TIME-SENSITIVE ITEMS: alcohol license accusations and health permit suspensions carry short response windows; liquor license transfers and bulk sale notices must be handled before a sale closes; and wage, tip, and accessibility demand letters need a prompt, documented reply. Tell us any notice, citation, or closing date first.

CONFIDENTIAL. This questionnaire covers corporate legal work and capital markets advisory for food and beverage establishments — restaurants, bars and grills, nightclubs, fast food, bakeries, coffee shops, delicatessens, caterers, breweries and wineries, and specialty food and beverage retailers. Complete the sections that apply. If a question does not apply, write "N/A."

NAME OF THE CLIENT:

☐ Legal Entity Name: _____

DBA / restaurant or brand names: _____ Year founded: _____

Entity type:

☐ Corporation

☐ S corporation

☐ LLC

☐ Partnership

☐ Sole proprietorship

☐ Franchisee

☐ Franchisor

State of formation: _____ EIN (last 4): _____

States of operation: _____ **Syndicate Plan Member ID:** _____

Contact person & title: _____

Address: _____

City: _____ County: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Annual revenue: \$ _____ Employees: _____

PART 1 — YOUR BUSINESS

1.1 Type of establishment:

☐ Fine dining

☐ Casual dining

☐ Fast food / quick service

☐ Bar & grill

☐ Nightclub

☐ Brewery or taproom

☐ Winery or tasting room

☐ Bakery

☐ Doughnut shop

☐ Coffee shop

☐ Delicatessen

☐ Catering company

☐ Limited catering

☐ Bring your own establishment

☐ Beverage store (liquor & wine)

☐ Grocery or convenience store

☐ Meat & seafood market

☐ Specialty food shop

☐ Ghost kitchen or delivery only

☐ Food truck or mobile unit



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1.2 Locations: _____ Seats per location: _____ Alcohol served? _____

1.3 Describe your concept, operations, and current stage: _____

PART 2 — SERVICES NEEDED

Entity, Licensing & Permits:

- | | |
|---|--|
| ☐ Formation or incorporation | ☐ Entity conversion / restructuring |
| ☐ Operating agreement / bylaws | ☐ Corporate resolutions |
| ☐ Business licenses & health permits | ☐ Alcohol license application or transfer |
| ☐ Entertainment, music & dance permits | ☐ Outdoor dining & sidewalk permits |
| ☐ Seller's permit & tax registrations | ☐ Annual reports & business filings |

Premises, Lease & Build-Out:

- | | |
|--|---|
| ☐ Lease negotiation & review | ☐ Lease renewals, options & assignments |
| ☐ Percentage rent & CAM issues | ☐ Personal guaranty negotiation |
| ☐ Tenant improvement & build-out agreements | ☐ Construction & contractor agreements |
| ☐ Landlord disputes & lease defaults | ☐ Accessibility compliance & remediation |
| ☐ Zoning & use permits | ☐ Purchase or sale of the premises |

Operations, Food Safety & Alcohol:

- | | |
|---|---|
| ☐ Health inspection response | ☐ Food safety plans & procedures |
| ☐ Menu labeling & allergen disclosure | ☐ Foodborne illness & customer claims |
| ☐ Alcohol service policies & training | ☐ Alcohol license discipline & accusations |
| ☐ Dram shop & over-service risk review | ☐ Security & patron conduct policies |
| ☐ Smoking, cannabis & tobacco rules | ☐ Recalls & product safety |

Employment & Wage Practices:

- | | |
|--|---|
| ☐ Hiring, discipline & termination | ☐ Wage & hour compliance |
| ☐ Tip credit, tip pooling & service charges | ☐ Scheduling & predictive scheduling rules |
| ☐ Meal & rest break compliance | ☐ Employee handbook & policies |
| ☐ Harassment prevention & training | ☐ Immigration verification & sponsorship |
| ☐ Independent contractor agreements | ☐ Wage claims & agency charges |

Brand, Contracts & Technology:

- | | |
|--|---|
| ☐ Trademark registration & monitoring | ☐ Trade dress & concept protection |
| ☐ Recipes & trade secret protection | ☐ Music licensing & performance rights |
| ☐ Vendor & supply agreements | ☐ Delivery platform & third-party app agreements |



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- ☐ Catering & event contracts
☐ Franchise documents & disclosure

- ☐ Gift card & loyalty program terms
☐ Privacy, payment card & cybersecurity

Capital Markets & Finance:

- ☐ Capital markets consultation
☐ Securities & blue sky compliance
☐ Purchase or sale of a restaurant
☐ Mergers & acquisitions
☐ Exchange listing (OTC, Nasdaq, NYSE)

- ☐ Private placement & investor offerings
☐ Equipment & expansion financing
☐ Bulk sale & license transfer coordination
☐ Investor agreements & cap table
☐ Restructuring or bankruptcy

2.1 Describe your most urgent matter and objective: _____

2.2 Deadline (opening, hearing, response, closing): _____

PART 3 — LICENSES, PERMITS & INSPECTIONS

License / Permit	Issuing Authority	Number	Location	Expires

3.1 Are all licenses and permits current for each location? ☐ Yes ☐ No

3.2 Do you hold an alcohol license, and what type? ☐ Yes ☐ No

3.3 Has an accusation, citation, or suspension been issued against a license? ☐ Yes ☐ No

Agency, date & response deadline: _____

Alcohol license discipline and health permit suspensions have short deadlines to respond or request a hearing, and an unanswered accusation can result in suspension or revocation.

3.4 Are health inspection scores, violations, or closures an issue? ☐ Yes ☐ No

If yes, explain: _____

3.5 Are entertainment, live music, or extended hours permits needed? ☐ Yes ☐ No

3.6 Do employees hold required food handler or alcohol service certifications? ☐ Yes ☐ No

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PART 4 — PREMISES & LEASE

Location	Owned or Leased	Landlord	Lease Expires	Options Remaining

4.1 Does the lease include percentage rent, exclusives, or co-tenancy? ☐ Yes ☐ No

4.2 Is there a personal guaranty, and are there limits or burn-off terms? ☐ Yes ☐ No

Personal guarantees on restaurant leases are common and often survive a sale of the business unless released in writing.

4.3 Are renewal or termination options approaching? ☐ Yes ☐ No

4.4 Will the lease permit assignment or transfer on a sale? ☐ Yes ☐ No

4.5 Are there landlord disputes, rent arrears, or default notices? ☐ Yes ☐ No

If yes, explain: _____

4.6 Is build-out, remodeling, or expansion underway? ☐ Yes ☐ No

PART 5 — EMPLOYMENT & WAGE PRACTICES

5.1 Employees: _____ Tipped employees: _____ States with workers: _____

5.2 Do you take a tip credit, pool tips, or add service charges? ☐ Yes ☐ No

Tip pooling, service charge distribution, and manager participation rules vary by state and are a leading source of wage claims in this industry.

5.3 Are meal and rest break policies documented and enforced? ☐ Yes ☐ No

5.4 Are scheduling, reporting time, or split shift rules applicable? ☐ Yes ☐ No

5.5 Are there wage claims, agency charges, or class demands pending? ☐ Yes ☐ No

If yes, explain: _____

5.6 Are employment eligibility records complete? ☐ Yes ☐ No

5.7 Is harassment prevention training provided as required? ☐ Yes ☐ No

PART 6 — BRAND, VENDORS & TECHNOLOGY

6.1 Is your restaurant name registered as a trademark? ☐ Yes ☐ No

6.2 Do you protect recipes, processes, or concept elements? ☐ Yes ☐ No

6.3 Do you play recorded or live music in the establishment? ☐ Yes ☐ No

Public performance of music generally requires licenses from performing rights organizations. Demand letters over unlicensed play are common and are usually resolved by licensing.

6.4 Do you use delivery platforms, with terms reviewed? ☐ Yes ☐ No

6.5 Do you sell gift cards, memberships, or loyalty credits? ☐ Yes ☐ No



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6.6 Do you accept card payments, with data security met? ☐ Yes ☐ No

6.7 Do you franchise, or plan to franchise, the concept? ☐ Yes ☐ No

Selling franchises requires a disclosure document and, in several states, registration before any offer is made.

PART 7 — FINANCE, SALE & CAPITAL

Existing Debt / Investment	Lender or Investor	Amount \$	Terms	Secured By

7.1 Capital sought: \$ _____ Purpose: _____

7.2 Capital strategy:

☐ New location or expansion

☐ Equipment & build-out

☐ Working capital

☐ Investor raise

☐ Purchase of an existing restaurant

☐ Sale of the business

☐ Franchise development

☐ Not sure — need advice

7.3 Do you raise money from passive investors? ☐ Yes ☐ No

Selling ownership interests in a restaurant to passive investors is generally a securities offering requiring an exemption and disclosure documents.

7.4 Is a purchase or sale of a restaurant underway? ☐ Yes ☐ No

A sale usually involves a bulk sale notice, alcohol license transfer through escrow, lease assignment, and employee transition, each with its own timing.

7.5 Do you have reviewed or audited financial statements? ☐ Yes ☐ No

PART 8 — INSURANCE, DISPUTES, DOCUMENTS & CERTIFICATION

8.1 Insurance in place:

☐ General liability

☐ Liquor liability

☐ Property & equipment

☐ Business interruption

☐ Workers' compensation

☐ Employment practices

☐ Cyber

☐ Food contamination & spoilage

8.2 Current disputes:

☐ Customer injury or illness claim

☐ Employment or wage claim

☐ Landlord dispute

☐ Vendor or supplier dispute

☐ License or agency action

☐ Accessibility demand letter

☐ Partner or investor dispute

☐ Collections

☐ None

8.3 Is a non-disclosure agreement required before documents are shared? ☐ Yes ☐ No



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Please provide the following, if applicable. Check each item available. Do not send proprietary recipes before a confidentiality agreement is signed.

- | | |
|---|---|
| ☐ Formation & governance documents | ☐ Ownership / cap table |
| ☐ Financial statements & tax returns | ☐ Licenses, permits & inspection reports |
| ☐ Lease & amendments | ☐ Vendor & platform agreements |
| ☐ Employee handbook & wage policies | ☐ Franchise documents (if any) |
| ☐ Insurance policies | ☐ Notices, citations or demand letters |

Certification:

I declare that the information provided in this questionnaire is true, correct, and complete to the best of my knowledge, and that I am authorized to provide it on behalf of the business named above. I understand this information is provided to Syndicate Subscription Legal Plans in confidence for the purpose of evaluating and scoping this engagement.

Signed and dated this ____ day of _____, 20__

Signature: _____

Print Name: _____

Title: _____

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