

## FRANCHISE DISCLOSURE DOCUMENT



TACTIC Franchising, LLC  
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[www.100percentchiropractic.com](http://www.100percentchiropractic.com)

We offer single unit location franchises (referred to hereafter individually as a **“Location”** or collectively as **“Locations”**). (i) Each Location franchise will conduct business under the name of 100% Chiropractic® and will own and operate a clinic that specializes in providing chiropractic services and products to the general public through licensed chiropractic professionals (**“Clinic(s)”**) or (ii) Each Location franchise will conduct business under the name of 100% Chiropractic® and will contract to provide management services to a Clinic that specializes in providing chiropractic services and products to the general public through licensed chiropractic professionals. You may be offered the opportunity to purchase a Hub Location franchise, a Ray Location franchise, a Flip Location Franchise (the Conversion) or a Launch Location Franchise to include both doctor and non-doctor owned franchises. Each Location will report and receive support directly or indirectly from our corporate headquarters.

The total investment necessary to begin operation of a 100% franchise ranges from \$148,125 to \$370,500 for a Launch Location, \$64,325 to \$188,200 for a Flip Location, \$291,125 to \$394,500 for a Ray Location and \$398,125 to \$620,500 for a Hub Location. The total investment includes the initial franchise fee of \$50,000 for a Flip Location Franchise, or Launch Location Franchise, \$250,000 for a Ray Location Franchise and \$300,000 for a Hub Location Franchise that must be paid to the franchisor or affiliate.

This disclosure document (**“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 fourteen (14) calendar days before you sign a binding agreement with, or make any payment to, us or an affiliate in connection with the proposed franchise sale. **NOTE, HOWEVER THAT NO**

**GOVERNMENT 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 our corporate headquarters at 18025 Calle Ambiente, Suite 204, Rancho Santa Fe, CA 92067 and 719-630-4936.

The terms of your contract will govern your franchise relationship. Do not rely on the Disclosure Document alone to understand your contract. Read your entire contract carefully. Show your contract and this Disclosure Document to an advisor, like a lawyer or 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, DC 20580. You can also visit the FTC’s home page at [www.ftc.gov](http://www.ftc.gov) for additional information on franchising. Call your state agency or visit your public library for other sources of information on franchising.

There may be laws on franchising in your state. Ask your state agencies about them.

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## STATE COVER PAGE

Your state may have a franchise law that requires a franchise to register or file with a state franchise administrator before offering or selling in your state. REGISTRATION OF A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.

Call the state franchise administrator listed in **Exhibit A** for information about the franchisor or about franchising in your state.

MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES. YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE YOUR BUSINESS. BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW.

Please consider the following RISK FACTORS before you buy this franchise.

- 1. THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY ARBITRATION ONLY IN CALIFORNIA. OUT OF STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT. IT ALSO MAY COST MORE TO ARBITRATE WITH US IN COLORADO THAN IN YOUR OWN STATE.**
- 2. THE FRANCHISE AGREEMENT STATES THAT CALIFORNIA LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTION AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.**
- 3. YOU, YOUR SPOUSE(S), AND/OR EACH SPOUSE OF YOU OR THE SPOUSE OF THE OWNERS/PARTNERS/MEMBERS OF YOU, IF YOU ARE A LEGAL ENTITY, MAY HAVE TO SIGN A PERSONAL GUARANTY AND PERSONALLY GUARANTEE ALL OBLIGATIONS OF THE FRANCHISED BUSINESS, WHETHER OR NOT YOUR SPOUSE(S) IS/ARE INVOLVED IN THE OPERATION OF THE BUSINESS. THIS REQUIREMENT PLACES AT RISK THE PERSONAL ASSETS OF YOU, THE OWNERS/PARTNERS/MEMBERS OF YOU, IF YOU ARE A LEGAL ENTITY, AND/OR YOUR SPOUSE(S).**
- 4. THE TERRITORY YOU WILL ACQUIRE BY YOUR PURCHASE OF THE FRANCHISE IS NOT EXCLUSIVE AND YOU ARE ADVISED TO REVIEW THIS ISSUE WITH YOUR ADVISORS SO YOU UNDERSTAND WHAT IT MEANS.5. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.**

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