

FRANCHISE DISCLOSURE DOCUMENT

AlliedPRA, Inc
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Received
LA Mailroom

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Department of
Business Oversight



You will operate an AlliedPRA office that provides destination management and special event planning services to the corporate and association meetings industry

The total investment necessary to begin operation of an AlliedPRA franchised business is \$41,500 to \$96,000 if you convert an independent destination management company to an AlliedPRA office or \$125,900 to \$277,000 if you open a start-up AlliedPRA office. This includes \$25,000 that must be paid to us

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 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 Shan Millman, the senior vice president of operations of the franchisor at 2456 Broadway, San Diego, California 92102, (760) 496-0540 or (800) 797-9471

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.

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

ISSUANCE DATE April 1, 2015

STATE COVER PAGE

Your state may have a franchise law that requires a franchisor 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 on 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 SAN DIEGO COUNTY, CALIFORNIA. OUT-OF-STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO ARBITRATE WITH US IN CALIFORNIA 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 DO NOT RECEIVE AN EXCLUSIVE TERRITORY UNDER YOUR FRANCHISE AGREEMENT. YOU MAY COMPETE WITH OTHER FRANCHISEES AND WITH US AND OUR AFFILIATES.
- 4 THIS FRANCHISE OPPORTUNITY CONTAINS A PROVISION THAT STATES IF YOU FAIL TO ACHIEVE AT LEAST 50% OF YOUR MINIMUM ANNUAL BASE GROSS REVENUE AMOUNT IN ANY CALENDAR YEAR OR IF YOU FAIL TO ACHIEVE AT LEAST 75% OF YOUR MINIMUM ANNUAL BASE GROSS REVENUE AMOUNT IN EACH OF ANY TWO CONSECUTIVE CALENDAR YEARS, YOUR FRANCHISE AGREEMENT MAY BE TERMINATED.
- 5 THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

Effective Date: See the next page for state effective dates.

See Exhibit G for specific State Addenda.

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