

FRANCHISE DISCLOSURE DOCUMENT

AlloOver Media Franchising, LLC Inc.
A Minnesota Limited Liability Company Corporation
16355 36th Ave North, Suite 700
Plymouth, Minnesota 55446
(763) 762-2000
www.allovermedia.com



The franchise offered is for the operation of an ALLOVER MEDIA[®] business within a particular geographic territory (the “Designated Territory”). The business will include sales and maintenance of indoor print and digital advertising services.

The total initial investment necessary to begin operation of your first ALLOVER MEDIA business is from \$13,445 to \$58,750. This includes \$0 to \$10,000 that must be paid to us or our affiliates. The total initial investment range for an additional ALLOVER MEDIA business is from \$20,045 to \$78,750. This includes \$7,500 to \$10,000 that must be paid to us or our affiliates. The total initial investment necessary to convert an existing indoor print and/or indoor digital advertising business to an ALLOVER MEDIA business is from \$11,445 to \$44,500. This includes \$0 to \$2,500 that must be paid to us or our affiliates.

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, 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 Rochelle Castiglione at 16355 36th Ave North, Suite 700, Plymouth, MN 55446, (763) 762-2000.

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 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 for additional information on franchising.

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There may also 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 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 in Exhibit A for information about the franchisor, about other franchisors, 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. **YOUR FAILURE TO GENERATE A PRE-DETERMINED AMOUNT OF VENUES PER YEAR (AS STATED IN YOUR FRANCHISE AGREEMENT) MAY LEAD TO THE TERMINATION OR NONRENEWAL OF THE FRANCHISE AGREEMENT.**

2. **THE FRANCHISE AGREEMENT REQUIRES YOU TO ARBITRATE OR LITIGATE ONLY IN MINNEAPOLIS, MINNESOTA, OR AT SUCH OTHER PLACE AS MAY BE MUTUALLY AGREEABLE TO THE PARTIES. OUT OF STATE ARBITRATION OR LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT ALSO MAY COST MORE TO ARBITRATE OR LITIGATE WITH ALLOVER MEDIA FRANCHISING, LLC IN MINNEAPOLIS, MINNESOTA THAN IN YOUR HOME STATE.**

3. **THE FRANCHISE AGREEMENT STATES THAT THE LAWS OF THE STATE IN WHICH YOUR DESIGNATED TERRITORY IS LOCATED GOVERN THE AGREEMENT.**

4. **THE FRANCHISOR HAS LIMITED FINANCIAL RESOURCES WHICH MIGHT NOT BE ADEQUATE TO FUND THE FRANCHISOR'S PRE-OPENING OBLIGATIONS TO EACH FRANCHISEE AND PAY OPERATING EXPENSES.**

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