

**FRANCHISE DISCLOSURE DOCUMENT  
ALPHAGRAPHS, INC.**

a Delaware corporation  
215 South State Street, Suite ~~280~~320  
Salt Lake City, Utah 84111  
(800) 955-6246

[jlangfeld@alphagraphics.com](mailto:jlangfeld@alphagraphics.com)  
[crichardson@alphagraphics.com](mailto:crichardson@alphagraphics.com)  
[www.alphagraphics.com](http://www.alphagraphics.com)

DEPARTMENT OF CORPORATIONS  
RECEIVED LOS ANGELES OFFICE

OCT 15 2012

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The franchise offered is to operate an AlphaGraphics® Business Center, which specializes in the ~~planning, production and management of visual communications for businesses or an AlphaGraphics® Satellite Office, which acts as an auxiliary location for an existing Business Center and focuses on selling visual communications~~ offers customized marketing solutions to businesses using data driven, multi-channel communications that may require a blend of design, print, web, mobile and social media services.

The estimated total initial investment necessary to begin operation of ~~an~~ new AlphaGraphics® Business Center franchise is ~~\$257,500~~233,950 to ~~\$406,000~~377,400, excluding real estate costs This includes ~~\$78,000~~59,500 in initial fees that must be paid to the franchisor or an affiliate The estimated total initial investment necessary to begin operation of an AlphaGraphics® Business Center franchise under our Conversion Program Pathway is ~~\$66,600~~69,100 to ~~\$265,300~~267,800, excluding real estate costs This includes ~~\$10,000~~12,500 in initial fees that must be paid to the franchisor or an affiliate. The estimated total initial investment necessary to begin operation of an AlphaGraphics® ~~Satellite~~ AGStudio Sales Office franchise is ~~\$125,500~~49,500 to ~~\$221,500~~114,500, excluding real estate costs This includes ~~\$33,000~~21,500 or ~~\$43,000~~31,500 in initial fees that must be paid to the franchisor or an affiliate

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 payment to, the franchisor or an affiliate in connection with the proposed franchise sale **Note, however, that no governmental 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 ~~Jenny Langfeld~~ Chrysta Richardson at 215 South State Street, Suite ~~280~~320, Salt Lake City, Utah 84111 and (800) 955-6246.

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 (FTC) 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](http://www.ftc.gov) for additional information on franchising

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

The issuance date of this Disclosure Document is ~~September 30, 2011, as amended February 13, October 15, 2012~~

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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 THIS FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.

Call the state franchise administrator listed in Exhibit D 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 ARBITRATE WITH US EXCLUSIVELY IN UTAH AND GRANTS US THE RIGHT TO LITIGATE IN UTAH. OUT OF STATE ARBITRATION OR LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY COST YOU MORE TO ARBITRATE OR DEFEND LITIGATION IN UTAH THAN IN YOUR HOME STATE

2 THE FRANCHISE AGREEMENT STATES THAT UTAH LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS THE LAWS IN YOUR HOME STATE. YOU MAY WANT TO COMPARE THESE LAWS.

3 ~~IN COMMUNITY PROPERTY LAW STATES, SPOUSES OR DOMESTIC PARTNERS~~ MAY ~~WILL~~ BE BOUND BY CONDITIONS OF THE FRANCHISE AGREEMENT, WHICH MAY PLACE THE SPOUSE'S OR PARTNER'S PERSONAL PROPERTIES AT RISK

4. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE

We use the services of one or more FRANCHISE BROKERS or referral sources to assist us in selling our franchise. A franchise broker or referral source represents us, not you. We pay this person a fee for selling our franchise or referring you to us. You should be sure to do your own investigation of the franchise.

See the next page for state effective dates

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**NOTICE REQUIRED**  
**BY**  
**STATE OF MICHIGAN**

**THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU.:**

Each of the following provisions is void and unenforceable if contained in any documents relating to a franchise:-

(a) A prohibition on the right of a franchisee franchise to join an association of franchisees.-

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in the Michigan Franchise Investment Act this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.-

(c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provisions of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.-

(d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value, at the time of expiration of the franchise, of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchisee's franchised business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years; and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.-

(e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.-

(f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.-

**THE MICHIGAN NOTICE APPLIES ONLY TO FRANCHISEES WHO ARE RESIDENTS OF MICHIGAN OR LOCATE THEIR FRANCHISES IN MICHIGAN.**

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