

FRANCHISE DISCLOSURE DOCUMENT

ASI Sign Systems, Inc., a Delaware corporation
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ASI Sign Systems, Inc. offers a franchise to establish and operate a sign business using the ASI System. The business will offer products and services including interior and exterior architectural sign solutions, industrial safety signs, point of purchase signs, directional and identification signs, and digital and electronic wayfinding solutions and display signs.

The total investment necessary to begin operation of an ASI franchise is \$265,090 to \$285,090. This includes \$53,090 to \$73,090 that must be paid to us or our 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 any 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 our Director of Franchising, Selwyn Josset, at the address or telephone number above.

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: October 30, 2018

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, 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 PARTICIPATE IN NON-BINDING MEDIATION WITH US TO ATTEMPT TO RESOLVE DISPUTES BEFORE INITIATING ANY LITIGATION WITH US. THE MEDIATION WOULD TAKE PLACE IN THE CLOSEST MAJOR CITY (POPULATION OF AT LEAST 100,000) TO WHERE YOUR PLACE OF BUSINESS IS LOCATED. SUCH MEDIATION MAY RESULT IN A LESS FAVORABLE SETTLEMENT FOR DISPUTES.
2. THE FRANCHISE AGREEMENT REQUIRES THE FRANCHISEE TO RESOLVE CLAIMS THAT ARE NOT RESOLVED BY MEDIATION ONLY IN THE COURTS LOCATED IN DALLAS, TEXAS. OUT OF STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST MORE TO LITIGATE WITH US IN DALLAS, TEXAS THAN IN YOUR OWN CITY AND STATE.
3. THE FRANCHISE AGREEMENT STATES THAT TEXAS LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
4. YOU WILL RECEIVE AN EXCLUSIVE TERRITORY, BUT OTHER FRANCHISEES MAY SELL PRODUCTS AND SERVICES WITHIN YOUR TERRITORY, AND WE MAY SELL AND DISTRIBUTE PRODUCTS AND SERVICES IN YOUR TERRITORY VIA ALTERNATE CHANNELS OF DISTRIBUTION. WE MAY ALSO SELL PRODUCTS AND SERVICES ANYWHERE UNDER A DIFFERENT TRADEMARK.
5. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

Effective Date: (See attached list of state effective dates.)

State Effective Dates

STATE	EFFECTIVE DATE
California	
Florida	
Illinois	
Indiana	
Kentucky	December 15, 2009
Michigan	
Minnesota	
New York	
Texas	November 9, 2009
Wisconsin	

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