



FRANCHISE DISCLOSURE DOCUMENT

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This Franchise Disclosure Document describes three franchises. The All Tune and Lube® franchisee will perform general automotive repairs, excluding engine replacements/exchanges and transmission exchanges/rebuilds/clutch replacements. The ATL Motor Mate® franchisee will perform automotive engine replacements/exchanges. The All Tune Transmissions® franchisee will perform transmission exchanges/rebuilds and clutch replacements. The same franchisee may own one or more of these franchises in various combinations as described in this Franchise Disclosure Document.

The total investment necessary to begin operation of an All Tune and Lube® franchise is \$110,000 to \$144,500. This includes \$67,200 to \$97,500 that must be paid to the franchisor.

The total investment necessary to begin operation of an ATL Motor Mate® franchise is \$91,800 to \$117,000. This includes \$67,200 to \$97,500 that must be paid to the franchisor.

The total investment necessary to begin operation of an All Tune Transmissions® franchise is \$99,800 to \$130,500. This includes \$67,200 to \$97,500 that must be paid to the franchisor.

This Franchise 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 Franchise Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Daniel J. Sparby, Vice President, ATL International, Inc., at 8334 Veterans Highway, Millersville, MD 21108, and 410-987-1011.

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-FTCHELP 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: August 29, 2014

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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. INITIAL FEES (AND ANY OTHER FEES OR AMOUNTS YOU PAY TO ATL) ARE NOT REFUNDABLE FOR ANY REASON.**
- 2. THE FRANCHISE AGREEMENTS REQUIRE THAT ALL DISAGREEMENTS BE SETTLED BY MEDIATION AND ARBITRATION IN MARYLAND, AND/OR IN SOME CIRCUMSTANCES BY LITIGATION IN MARYLAND (INCLUDING WAIVER OF TRIAL BY JURY). OUT-OF-STATE MEDIATION, ARBITRATION AND/OR LITIGATION (INCLUDING WAIVER OF TRIAL BY JURY) MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT. IT MAY ALSO COST YOU MORE TO MEDIATE, ARBITRATE AND/OR LITIGATE IN THESE LOCATIONS THAN IN YOUR HOME STATE. [SEE ITEM 17 v. "CHOICE OF FORUM (ARBITRATION AND LITIGATION)."]**
- 3. EACH FRANCHISE AGREEMENT STATES THAT MARYLAND 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. THERE MAY BE OTHER RISKS CONCERNING THESE FRANCHISES.**

EVEN THOUGH EACH FRANCHISE AGREEMENT PROVIDES THAT MARYLAND LAW APPLIES AND REQUIRES YOU TO RESOLVE DISPUTES IN SPECIFIC VENUES, LOCAL LAW MAY SUPERSEDE IT IN YOUR STATE.

Effective Date in Wisconsin: September 2, 2014

TABLE OF CONTENTS

<u>ITEM</u>	<u>PAGE</u>
1 THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES	1
2 BUSINESS EXPERIENCE	3
3 LITIGATION	4
4 BANKRUPTCY	4
5 INITIAL FEE	5
6 OTHER FEES	9
7 ESTIMATED INITIAL INVESTMENT.....	12
8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES	19
9 FRANCHISEE'S OBLIGATIONS	24
10 FINANCING.	26
11 FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING.	26
12 TERRITORY	35
13 TRADEMARKS	36
14 PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION	37
15 OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS	38
16 RESTRICTIONS ON WHAT THE FRANCHISE MAY SELL	38
17 RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION	39
18 PUBLIC FIGURES	45
19 FINANCIAL PERFORMANCE REPRESENTATIONS	45
20 OUTLETS AND FRANCHISEE INFORMATION	46
21 FINANCIAL STATEMENTS	59
22 CONTRACTS	59
23 RECEIPT	.

Exhibits

- A State Administrator
- B Reserved
- C Agent for Service of Process
- D Audited Financials
- E Franchise Agreement

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