





## FRANCHISE DISCLOSURE DOCUMENT

AVALAR NETWORK, INC. 1160 N. TOWN CENTER DR., SUITE #110 LAS VEGAS, NV 89144 (877) 895-8988

Avalar Network, Inc. 1326.000/750161.1

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AVALAR NETWORK, INC.

1160 N. TOWN CENTER DR., SUITE #110
LAS VEGAS, NV 89144
(877) 985-8988
FAX: (702) 895-8998
www.goavalar.com
chuckscoble@avalar.biz

AVALAR NETWORK, INC. franchises *Avalar* and *Better Homes Realty* real estate brokerage offices that specialize in the sale and leasing of residential and commercial properties and, where permitted by state law, may also provide mortgage brokerage services.

The estimated total investment necessary to begin operation of an Avalar Network, Inc. franchise is between \$43,200.00 and \$333,000.00. This includes a franchise fee of \$12,000.00 or \$15,000.00, depending on the payment method you choose, that must be paid to the franchisor. The initial franchise fee will increase by \$2,500.00 per office for each additional office that the franchise owns on the date the franchise is initially granted.

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 Chuck Scoble at the above address and telephone number.

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read your entire 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, DC 20580. You can also visit the FTC's home page at <a href="https://www.ftc.gov">www.ftc.gov</a> for additional information. Call your state agency or visit your public library for other sources of information on franchising.

There also may 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 CERTIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.

Call the state franchise administrator listed in Exhibit B 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:

- THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY MEDIATION AND LITIGATION ONLY IN NEVADA. OUT-OF-STATE MEDIATION AND LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO MEDIATE AND LITIGATE WITH US IN NEVADA THAN IN YOUR OWN STATE.
- THE FRANCHISE AGREEMENT STATES THAT NEVADA LAW GOVERNS THE 2. AGREEMENT AND THIS LAW MAY NOT PROVIDE THE PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
- THE FRANCHISOR'S AUDITOR HAS EXPRESSED CONCERN, GIVEN THE 3. FRANCHISOR'S SUBSTANTIAL LOSSES, WHETHER THE FRANCHISOR HAS THE ABILITY TO CONTINUE AS A GOING CONCERN.
- THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE. 4.

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