

FRANCHISE DISCLOSURE DOCUMENT



Blink Fitness Franchising, Inc.
A Delaware corporation
386 Park Avenue South, 11th Floor
New York, New York 10016
212-359-8780
franchiseinfo@blinkfitness.com
www.blinkfitness.com

The franchise offered is to operate a health and fitness center under the “BLINK®” name and other trademarks providing cardiovascular and strength training equipment and related products and services.

The total investment necessary to begin operation of a Blink Fitness Gym is \$642,800 to \$2,082,100. This includes \$31,400 that must be paid to the franchisor or affiliate. If you want development rights, you must pay the franchisor a development fee equal to \$75,000 if you commit to develop 3 Blink Fitness Gyms, \$100,000 if you commit to develop 5 Blink Fitness Gyms, and \$100,000 plus \$10,000 for each of the 6th and each successive Blink Fitness Gym if you commit to develop 6 or more Blink Fitness Gyms. We do not charge separate initial franchise fees if you sign a Development Rights Agreement.

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 Ed Yancey, our Vice President, Franchise Development, at 386 Park Avenue South, 11th Floor, New York, New York 10016, 212-359-8780.

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 of this Franchise Disclosure Document: March 2, 2016

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 F 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 AND THE DEVELOPMENT RIGHTS AGREEMENT REQUIRE YOU TO RESOLVE DISPUTES WITH US BY MEDIATION, ARBITRATION, AND LITIGATION ONLY IN CITY AND STATE WHERE WE HAVE OUR PRINCIPAL BUSINESS ADDRESS WHEN THE ACTION IS COMMENCED (IT CURRENTLY IS IN NEW YORK, NEW YORK). OUT-OF-STATE MEDIATION, ARBITRATION, AND LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO MEDIATE, ARBITRATE, AND LITIGATE WITH US IN OUR HOME CITY AND STATE THAN IN YOUR OWN STATE.
2. THE FRANCHISE AGREEMENT AND THE DEVELOPMENT RIGHTS AGREEMENT REQUIRE THAT NEW YORK LAW GOVERNS THE AGREEMENTS, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
3. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

Effective Date: See the next page for state effective dates.

BLINK FITNESS FRANCHISING, INC.

STATE REGISTRATIONS

The following states require that the Franchise Disclosure Document be registered or filed with the state or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This Franchise Disclosure Document is registered, on file, or exempt from registration in the following states having franchise registration and/or disclosure laws, with the following effective dates:

California	Pending
Illinois	March 4, 2016
Indiana	March 4, 2016
Maryland	Pending
Michigan	March 4, 2016
Minnesota	Pending
New York	Pending
Rhode Island	Pending
Virginia	March 4, 2016
Washington	Pending
Wisconsin	March 3, 2016

In all other states without franchise registration laws, the effective date of this Franchise Disclosure Document is the issuance date of March 2, 2016.

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