

**FRANCHISE DISCLOSURE DOCUMENT****BodyROK Franchise, Limited Partnership**

A Missouri Limited Partnership  
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DEPARTMENT OF  
COMMISSIONERS OF  
SAN FRANCISCO

**BODYROK**  
SCULPT CYCLE™

As a BodyROK franchisee you will operate a single retail outlet providing fitness services to retail customers using designated or authorized workout procedures, methods and techniques

The total investment necessary to begin operation of a single BodyROK Outlet is \$109,750 to \$448,700 This includes \$48,000 to \$177,200 that must be paid to the franchisor and its affiliates

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 government 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 Jake Iron at 2269 Chestnut Street, Suite 388, San Francisco, California 94123, telephone (415) 775-4765

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, such as 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 homepage at [www.ftc.gov](http://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

Issued **March 17, 2017**

CA

## STATE COVER PAGE

Your state may have a franchise law that requires a franchisor to register or file with the 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

**IF YOU ARE AN INDIVIDUAL FRANCHISEE OR A PRINCIPAL EQUITY OWNER (WHO WILL BE SIGNING AS A PARTY TO THE FRANCHISE AGREEMENT) AND YOU ARE MARRIED, YOUR SPOUSE WILL ALSO BE INDIVIDUALLY LIABLE FOR YOUR FINANCIAL OBLIGATIONS UNDER THE AGREEMENT THIS WILL PLACE YOUR SPOUSE'S MARITAL AND PERSONAL ASSETS AT RISK IF YOUR FRANCHISE FAILS**

**THE FRANCHISE AGREEMENT STATES THAT CALIFORNIA 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**

**THE FRANCHISOR WAS FORMED ON MARCH 6, 2015 AND IS A DEVELOPMENT STAGE COMPANY**

**YOU ARE NOT OBLIGATED TO PAY ANYTHING TO THE FRANCHISOR BEFORE THE FRANCHISOR COMPLETES ITS PRE-OPENING CONTRACT OBLIGATIONS TO YOU AND YOU OPEN YOUR FRANCHISED OUTLET HOWEVER, YOU WILL BE REQUIRED TO MAKE AN ESTIMATED INITIAL INVESTMENT RANGING FROM \$226,250 to \$825,000 THIS AMOUNT EXCEEDS THE FRANCHISOR'S STOCKHOLDERS EQUITY AS OF DECEMBER 31, 2016 (WHICH IS \$26,338)**

**YOUR FRANCHISE IS NOT EXCLUSIVE**

**AT FRANCHISOR'S DISCRETION, YOUR PROTECTED TERRITORY MAY BE LOST IF YOU DO NOT FULFILL MATERIAL OBLIGATIONS UNDER THE FRANCHISE AGREEMENT**

**THE FRANCHISOR MAY CANCEL THE FRANCHISE AGREEMENT IF A SITE IS NOT AGREED UPON WITHIN 90 DAYS OF YOUR SIGNING THE FRANCHISE AGREEMENT**

**IF YOU SIGN AN AREA DEVELOPMENT AGREEMENT, YOUR TERRITORIAL RIGHTS UNDER THAT AGREEMENT CAN BE LOST IF YOU FAIL TO MEET THE DEVELOPMENT SCHEDULE**

**THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE**

**Effective Date See the next page for state effective dates**

## STATE EFFECTIVE DATES

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 is registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates

California \_\_\_\_\_

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