

FRANCHISE DISCLOSURE DOCUMENT - ISSUANCE DATE: March 1, 2017



BODYTEK FITNESS FRANCHISING INC.
545 NE 28th St.
Miami, Florida 33127
Email: franchise@bodytekfitness.com
<http://www.bodytekfitness.com>
Tel: (855) 5-BODYTEK

BODYTEK fitness studios provide membership-based total body workout facilities for use by the general public, offer physical fitness and exercise services, consisting mainly of total body workout instruction, and sell related products in connection therewith, such as clothing, accessories, and health supplements. Total body training continues to be one of the most solid fitness growth modalities in the fitness industry. A BODYTEK membership gives customers access to such physical fitness and exercise services and training. BODYTEK fitness studios are open seven (7) days a week, but hours of operation may vary.

The total initial investment necessary to begin operation of a BODYTEK franchise is estimated to range from \$207,900 - \$373,000 the total amount of **Item 7**. This includes an initial franchisee fee in the amount of \$19,900, the total amount of **Item 5**, which must be paid to the franchisor. BODYTEK FITNESS FRANCHISING INC. offers two (2) types of franchises: If you want development rights, you generally must pay us a development fee of up to \$9,950, plus an initial franchisee fee in the amount of \$19,900; for each additional BODYTEK studio (see **Item 5** and **Item 7** for more detailed information).

This Franchise Disclosure Document (hereinafter, the “**FDD**”) summarizes certain provisions of your franchise agreement and other information in plain English. Read this FDD and all accompanying agreements carefully. You must receive this FDD at least fourteen (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 FDD in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact BODYTEK FITNESS FRANCHISING INC. at 545 NE 28th St. Miami, FL 33127, and at (855) 5-BODYTEK. The terms of your contract will govern your franchise relationship, as described in more detail throughout this FDD. Do not rely on the FDD alone to understand your contract. Read all of your contract carefully. Show your contract and this FDD to an advisor, such as a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this FDD 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 FDD, 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.

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 THAT THE STATE HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.

CERTAIN FRANCHISE INVESTMENT LAWS MAKE IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE OR SUBFRANCHISOR AT LEAST FOURTEEN (14) DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST FOURTEEN (14) DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE OFFERING CIRCULAR, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS OFFERING CIRCULAR CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS, AND OBLIGATIONS OF BOTH THE FRANCHISOR AND FRANCHISEE.

For our agent in the state authorized to receive service of process please see **Exhibit A** attached hereto.

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 RESOLVE DISPUTES WITH US BY ARBITRATION ONLY IN BROWARD COUNTY, FLORIDA. OUT-OF-STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO ARBITRATE WITH US IN FLORIDA THAN IN YOUR OWN STATE.**
2. **THE FRANCHISE AGREEMENT STATES THAT FLORIDA LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTION AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.**
3. **THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.**

We may use the services of one or more FRANCHISE BROKERS or referral sources to assist us in selling our franchise. A franchise broker or referral source represents us, not you. We pay this person a fee for selling our franchise or referring you to us. You should be sure to do your own investigation of the franchise.

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

California	Effective Date: _____
Connecticut	Effective Date: _____
Florida	Effective Date: <u>March 2017</u>
Hawaii	Effective Date: _____
Illinois	Effective Date: <u>pending</u>
Indiana	Effective Date: _____
Kentucky	Effective Date: _____
Maine	Effective Date: _____
Maryland	Effective Date: _____
Michigan	Effective Date: _____
Minnesota	Effective Date: _____
Nebraska	Effective Date: _____
New York	Effective Date: <u>pending</u>
North Carolina	Effective Date: _____
North Dakota	Effective Date: _____
Rhode Island	Effective Date: _____
South Carolina	Effective Date: _____
South Dakota	Effective Date: _____
Texas	Effective Date: _____
Utah	Effective Date: _____
Virginia	Effective Date: _____
Washington	Effective Date: _____
Wisconsin	Effective Date: _____

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