

APR - 2 2009

CLEAN**FRANCHISE DISCLOSURE DOCUMENT****AREA DEVELOPMENT FRANCHISE**

CRESTCOM INTERNATIONAL, LLC
(a Delaware limited liability company)
Crestcom International Building
6900 East Belleview Avenue, Suite 300
Greenwood Village, Colorado 80111
Telephone: (303) 267-8200
www.crestcom.com

Crestcom International, LLC, a Delaware limited liability company, is offering an area development franchise program for the development of territories which will accommodate multiple franchise businesses offering management, sales and personnel development training programs and materials.

The total investment necessary to begin operation of an area development franchise usually ranges from \$157,595 to \$516,650 for Development Areas ranging from 5 million to 20 million in population (typically 10 million or higher). This includes an amount ranging from \$150,000 to \$450,000 that must be paid to the franchisor or an affiliate representing the initial area developer fee (although this fee is negotiated based on several factors and may vary).

This Disclosure Document summarizes certain provisions of your Area Development 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 or grant. **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 our Franchising Department at 6900 East Belleview Avenue, Suite 300, Greenwood Village, Colorado 80111 and (303) 267-8200.

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: _____, 2009

For use in: AL, AK, AZ, AR, CO, CT, DE, DC, GA, FL, HI, ID, IL, IA, KS, KY, LA, ME, MA, MI, MS, MO, MT, NE, NV, NH, NJ, NM, NC, OH, OK, OR, PA, SC, SD, TN, TX, UT, VT, WI, WV, WY, and U.S. TERRITORIES (see following pages for varying effective dates in certain states.)

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 Attachment G 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 AREA DEVELOPMENT AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY ARBITRATION OR LITIGATION ONLY IN COLORADO. OUT-OF-STATE ARBITRATION OR LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO ARBITRATE OR LITIGATE WITH US IN COLORADO THAN IN YOUR OWN STATE.

2. THE AREA DEVELOPMENT AGREEMENT STATES THAT COLORADO 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.

3. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

We 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.

Note: The Area Development Agreement provisions referred to in the Risk Factors may be void under some state franchise laws. See the State Addendum to the Disclosure Document, which is attached to this Disclosure Document as Attachment K.

The Effective Dates of this Disclosure Document for the following states are:

CA: _____
HI: _____
IN: _____
IL: _____
MN: _____
MD: _____
ND: _____

NY: _____
RI: _____
SD: _____
VA: _____
WA: _____
WI: _____

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