

FRANCHISE DISCLOSURE DOCUMENT



CP Franchising, LLC a Delaware limited liability company 3300 University Drive Coral Springs, Florida 33065 (954) 344-8060

Email address: franchising@cruiseplanners.com www.cruiseplanners.com

The franchise is for the establishment and operation of an individually owned and operated travel agent business under the *CRUISE PLANNERS*® trade name and business system (a "*CRUISE PLANNERS*® **Business**").

The total investment necessary to begin operations of a *CRUISE PLANNERS*® Business ranges from \$2,095 to \$22,490. These totals include an amount ranging from \$495 to \$11,190 that must be paid to us or our 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 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 Franchise Development at CP Franchising, LLC, 3300 University Drive, Coral Springs, Florida 33065, (954) 344-8060, info@cruiseplannersfranchise.com.

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 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 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: March 21, 2012, as amended January 2, 2013



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 on 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 REQUIRES YOU TO RESOLVE DISPUTES WITH US BY LITIGATION ONLY IN FLORIDA. OUT OF-STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO LITIGATE 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 PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
- 3. YOUR FAILURE TO MAINTAIN SALES QUOTAS IS A DEFAULT UNDER THE FRANCHISE AGREEMENT AND IS GROUNDS FOR TERMINATION OF THE FRANCHISE.
- 4. THE FRANCHISOR WILL NOT GRANT AN EXCLUSIVE TERRITORY TO THE FRANCHISEE.
- 5. 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. See Items 5 and 11 for referral bonuses paid to franchisees who refer us prospects.

Effective Date: See the Next Page for State Effective Dates:

(SEE EXHIBIT "E" FOR STATE SPECIFIC RIDERS AND ADDENDA AND SEE EXHIBIT "F" FOR AGENTS FOR SERVICE OF PROCESS)



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:

STATE	EFFECTIVE DATE			
California	April 30, 2012, amended as of January 22, 2013			
Hawaii	April 5, 2012, amended as of January 22, 2013			
Illinois	March 27, 2012, amended as of January 14, 2013			
Indiana	September 2, 2012			
Maryland				
Michigan	September 6, 2012			
Minnesota	August 13, 2012, amended as of January 17, 2013			
New York	March 22, 2011, amended as of January 30, 2013			
North Dakota	June 29, 2012, amended as of			
Rhode Island	April 27, 2012, amended as of January 18, 2013			
Virginia	July 7, 2012, amended as of			
Washington	April 5, 2012, amended as of January 14, 2013			
Wisconsin	March 28, 2012, amended as of			

Th fre	iis is a documen e by visiting: htt	nt preview downlo	aded from Franc da.com/franchis	chisePanda.con es/cruise-plann	n. The full docum ers-franchise	ent is available for