



FRANCHISE DISCLOSURE DOCUMENT

CURVES INTERNATIONAL, INC.
a Texas corporation
100 Ritchie Road
Woodway, Texas 76712
254-399-9285
254-399-9731 (fax)
sales@curves.com
www.curves.com

Curves International, Inc. offers individual new and conversion unit franchises for the right to operate a business that offers thirty minute fitness instruction and weight-loss and weight-management consultation and nutrition services to the general public under the *Curves*® and *Jenny Craig*® trademarks.

The total investment necessary to begin operation of a new *Curves*®/*Jenny Craig*® franchise is from \$88,731 to \$150,831. This includes \$54,131 to \$63,431 that must be paid to the franchisor or its affiliates. The total investment necessary to begin operation of a conversion *Curves*®/*Jenny Craig*® franchise is from \$22,912 to \$57,930. This includes \$15,812 to \$24,130 that must be paid to the franchisor or 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 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 Jeffrey Burchfield at Curves International, Inc., 100 Ritchie Road, Woodway, Texas 76712, (254) 399-9731.

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 t o 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: April 6, 2017



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 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 NONBINDING MEDIATION ONLY IN WACO, TEXAS, THEN TO LITIGATION ONLY IN A STATE OR FEDERAL COURT IN WACO, TEXAS. OUT-OF-STATE MEDIATION OR LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT. IT MAY ALSO COST YOU MORE TO MEDIATE OR LITIGATE WITH US IN TEXAS THAN IN YOUR HOME STATE.
- 2. THE FRANCHISE AGREEMENT STATES THAT TEXAS 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 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.

Effective Date:



TABLE OF CONTENTS

ITEM	PAGE
Item 1. The Franchisor and any Parents, Predecessors, and Affiliates	1
Item 2. Business Experience	4
Item 3. Litigation	7
Item 4. Bankruptcy	12
Item 5. Initial Fees	12
Item 6. Other Fees	14
Item 7. Estimated Initial Investment	23
Item 8. Restrictions on Sources of Products and Services	36
Item 9. Franchisee's Obligations	40
Item 10. Financing	41
Item 11. Franchisor's Assistance, Advertising, Computer Systems, and Training	42
Item 12. Territory	55
Item 13. Trademarks	57
Item 14. Patents, Copyrights and Proprietary Information	58
Item 15. Obligation to Participate in the Actual Operation of the Franchise Business	59
Item 16. Restrictions on What the Franchisee May Sell	59
Item 17. Renewal, Termination, Transfer, and Dispute Resolution	60
Item 18. Public Figures	62
Item 19. Financial Performance Representations	62
Item 20. Outlets and Franchisee Information	63
Item 21. Financial Statements	67
Item 22. Contracts	67
Item 23. Receipts	67
Exhibits:	
A. List of State Administrators; Agents for Service of Process	
B. Franchise Agreement	
C. Financial Statements Secured Promiseous Note	
D. Secured Promissory NoteE. Earnout Note	
F. List of Our Current Curves Co-Brand Franchise Locations	
G. List of Curves Co-Brand Franchisees Who Have Left the System	
H. Sample Release Agreement	

FTC Order

Receipts

Acknowledgment Addendum

I.

J. K.

This is a document preview downloaded from FranchisePanda.com. Tree by visiting: https://franchisepanda.com/franchises/curves	Γhe full document is available for