

## FRANCHISE DISCLOSURE DOCUMENT



Discovery Map International, Inc. A Vermont corporation 5197 Main Street, Suite 8 P.O. Box 726 Waitsfield, Vermont 05673 (802) 316-4060

www.discoverymap.com

The franchisee will operate a DISCOVERY MAP® franchise, which is a multi-media alternative advertising program in the form of tourist and visitor information maps and guides supported by advertising purchased by restaurants, resorts, retail stores, local attractions and other tourist-based businesses in the community.

The total investment necessary to begin operation of a DISCOVERY MAP® franchise is estimated to be from \$35,250 to \$44,950. This includes the initial franchise fee of \$25,000 that must be paid to the franchisor. This is the total of all initial fees and payments for services or goods received from the franchisor and its affiliates before the business opens.

This disclosure document summarizes 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 the 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 Ms. Monica Whitmore at PO Box 726, Waitsfield, VT 05673; Telephone: 802-316-4060, ext. 13.

The terms of your contract will govern your franchise relationship. Do not rely on the disclosure document alone to understand your contract. Read your entire contract carefully. Show your contract and this disclosure 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 "<u>A Consumer Guide to Buying a Franchise</u>", 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.

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## **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.

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. EXCEPT FOR CERTAIN CLAIMS, THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY ARBITRATION ONLY IN VERMONT. OUT-OF-STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST MORE TO ARBITRATE WITH US IN VERMONT THAN IN YOUR OWN STATE.
- 2. THE FRANCHISE AGREEMENT PERMITS THE FRANCHISEE TO SUE US ONLY IN VERMONT. OUT-OF-STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO SUE US IN VERMONT THAN IN YOUR HOME STATE. THE FRANCHISE AGREEMENT REQUIRES THAT WE AND YOU MAY NOT SEEK A TRIAL BY JURY.
- 3. THE FRANCHISE AGREEMENT STATES THAT VERMONT LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU WANT TO COMPARE THESE LAWS.
- 4. PLEASE NOTE THAT 81% OF FRANCHISOR'S ASSETS ARE INTANGIBLE. YOU MAY WANT TO TAKE THIS INTO CONSIDERATION WHEN MAKING A DECISION TO PURCHASE THIS FRANCHISE OPPORTUNITY.
- 5. 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 <u>represents</u> 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: See the next page for state effective dates. (FOR STATE ADDENDA AND AMENDMENTS, SEE EXHIBIT "E")

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