

## FRANCHISE DISCLOSURE DOCUMENT



## **Endurance House International, LLC**

an Arizona limited liability company 8215 Greenway Blvd. #595 Middleton, WI 53562 (608) 826-7320 josborn@endurancehouse.com www.endurancehouse.com

The franchisee will establish and operate an Endurance House® retail store. The store will offer consumers high-end running, triathlon, swimming and other athletic apparel, equipment and merchandise.

The total investment necessary to begin operation of an Endurance House franchise ranges from \$447,150 to \$647,550. This includes between \$33,000 and \$33,500 that must be paid to the franchisor or affiliate.

For qualified applicants we also offer the right to develop more than one Endurance House franchise within a specific area and according to a mutually agreed upon development schedule. The total investment necessary to begin operation of each additional Endurance House franchise on the development schedule ranges from \$447,150 to \$652,550. This includes \$33,000 and \$33,500 for each additional Endurance House franchise that must be paid to the franchisor or affiliate, of which \$10,000 multiplied by the number of additional Endurance House franchises to be established, is due when you sign a franchise agreement for your first Endurance House franchise.

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, us or any affiliate in connection with the proposed franchise sale. Note, however, that no governmental agency has verified the information contained in this document.

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.

You may wish to receive this disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in a different format, contact Jamie Osborn at 8215 Greenway Blvd. #595, Middleton, Wisconsin 53562 and (608) 836-9084.

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 <a href="https://www.ftc.gov\_for\_additional\_information">www.ftc.gov\_for\_additional\_information</a>. 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: May 30, 2014.



## 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 Administrator listed in Exhibit J 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 AND DEVELOPMENT AGREEMENT REQUIRE YOU TO RESOLVE DISPUTES WITH US BY MEDIATION AND ARBITRATION ONLY IN DANE COUNTY, WISCONSIN. OUT OF STATE MEDIATION AND ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO MEDIATE AND ARBITRATE WITH US IN WISCONSIN THAN IN YOUR OWN STATE.
- 2. THE FRANCHISE AGREEMENT AND DEVELOPMENT AGREEMENT STATE THAT WISCONSIN LAW GOVERNS THE AGREEMENTS, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
- 3. THE FRANCHISE AGREEMENT PROVIDES FOR THE IMPOSITION OF LIQUIDATED DAMAGES IF WE TERMINATE YOUR FRANCHISE AGREEMENT FOR CAUSE.
- 4. THERE MAYBE 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 make sure to do your own investigation of the franchise.

Effective Date: See the next page for state effective dates.

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