



FRANCHISE DISCLOSURE DOCUMENT

Epcon Communities Franchising, Inc.

An Ohio Corporation

500 Stonehenge Parkway

Dublin, Ohio 43017

(614) 761-1010

www.epconfranchising.com

www.EpconOpportunity.com

Brief Description of the Franchised Business: You will receive a franchise to use an original development system and copyrighted architectural plans to develop, construct and market a project consisting of residential dwellings, with the right, upon payment of additional fees and with Epcon Communities Franchising, Inc.'s consent, to develop additional projects. Epcon Communities Franchising, Inc.'s unique development system provides use of intellectual property and guidance for the development, construction and marketing of a residential "care-free living" community using unique architectural designs.

The total investment necessary to commence operation of an Epcon Communities franchised development business with developed lots ranges from \$\$677,500 to \$961,500 for a 30 Unit project. This includes the \$64,500 that must be paid to the franchisor, Epcon Communities Franchising, Inc., and its affiliate, Epcon Communities Marketing Program, Inc. (assuming 10 months to close on the first Unit in the project).

The total investment necessary to commence operation of an Epcon Communities franchised development business with raw land ranges from \$2,855,000 to \$4,338,000 for a 30 Unit project. This includes the \$99,500 that must be paid to the franchisor, Epcon Communities Franchising, Inc., and its affiliate, Epcon Communities Marketing Program, Inc. (assuming 24 months to close on the first Unit in the project).

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 Jennifer Dimel, Franchise Sales Specialist, at 500 Stonehenge Parkway, Dublin, Ohio 43017 and (614) 761-1010.

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, N.W., 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.

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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 DOCUMENT.

Call the state franchise administrator listed in Exhibit Q 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:

THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE CERTAIN DISPUTES WITH US BY LITIGATION ONLY IN OHIO. 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 OHIO THAN IN YOUR HOME STATE.

THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE ANY DISPUTES WITH US REGARDING CERTAIN DISPUTES, INCLUDING NON-COMPETITION COVENANTS, BY ARBITRATION ONLY IN OHIO. OUT-OF-STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO ARBITRATE WITH US IN OHIO THAN IN YOUR HOME STATE.

THE FRANCHISE AGREEMENT STATES THAT OHIO 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.

A FRANCHISEE'S TERRITORY IS EXCLUSIVE FOR ONLY ONE YEAR AFTER COMPLETION OF ALL OF THE BUILDINGS IN THE FRANCHISEE'S PROJECT OR THE DATE STATED IN THE FRANCHISEE'S MARKET AREA AGREEMENT.

ALL THE OWNERS OF THE FRANCHISE WILL BE REQUIRED TO SIGN PERSONAL GUARANTEES. THIS REQUIREMENT PLACES THE PERSONAL ASSETS OF THE FRANCHISE OWNER(S) AT RISK.

THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

Effective Date: See the next page for State Effective Dates.

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