

FRANCHISE DISCLOSURE DOCUMENT – UNIT FRANCHISE

	<p>EquipLinx Sales and Service, LLC 15849 N. 71st St., Ste. 100 Scottsdale, AZ 85254 Telephone: (780) 352-9292 Fax: (780) 352-3365 kirk.frankish@equiplinx.com www.equiplinx.com</p>
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EquipLinx Sales and Service, LLC (“EquipLinx”) grants single-unit franchises that will license directly from us the right to operate a business under the name “EquipLinx Sales and Service” or “Equiplinx” (“Unit Franchise(s)"). EquipLinx franchises specialize in facilitating the sales of pre-owned agricultural, construction, and oilfield equipment. EquipLinx franchises may also engage in facilitating sales of pre-owned commercial equipment through auctions as well as facilitating rentals of such equipment.

The total investment necessary to begin operation of a Unit Franchise ranges from \$34,700 to \$104,250. This includes between \$15,000 and \$25,000 per Unit Franchise that must be paid to the franchisor or its designee. If franchisee decides to purchase two or more EquipLinx Franchises at the same time, then the franchisee will pay a reduced fee of between \$5,000 and \$15,000 for the additional Unit Franchises.

This franchise disclosure document (“Disclosure Document” or “FDD”) 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 fourteen (14) calendar days before you sign a binding agreement with, or make any payment to, us or an affiliate in connection with the proposed franchise sale. **Note, however that no government 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 Kirk Frankish, EquipLinx Sales and Service, LLC, 15849 N. 71st St., Ste. 100, Scottsdale, AZ 85254, (780) 352-9292.

The terms of your contract will govern your franchise relationship. Don’t rely on the FDD alone to understand your contract. Read your entire contract carefully. Show your contract and this FDD 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 “Buying a Franchise: A Consumer’s Guide” 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 on franchising. Call your state agency or visit your public library for other sources of information on franchising.

There may 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 franchise 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, about other franchisors, 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 MEDIATION OR LITIGATION IN ARIZONA. OUT OF STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT ALSO MAY COST MORE TO MEDIATE OR LITIGATE WITH THE FRANCHISOR IN ARIZONA THAN IN YOUR OWN STATE.**
- 2. THE FRANCHISE AGREEMENT STATES THAT ARIZONA LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTION AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.**
- 3. WE ARE A DEVELOPMENT STAGE COMPANY. OUR LIMITED OPERATING HISTORY WILL BE OF LITTLE ASSISTANCE TO PROSPECTIVE FRANCHISEES IN DETERMINING WHETHER TO INVEST.**
- 4. 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 is our agent and 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.

Please refer to the State Effective Dates page for state-specific effective dates.

STATE EFFECTIVE DATES

The following states require that the 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:

California	Pending
Hawaii	Pending
Illinois	Pending
Indiana	Pending
Maryland	Pending
Michigan	Pending
Minnesota	Pending
New York	Pending
North Dakota	Pending
Rhode Island	Pending
South Dakota	Pending
Virginia	Pending
Washington	Pending
Wisconsin	Pending

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