

FRANCHISE DISCLOSURE DOCUMENT (Single/Multiple Unit Program)



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ERC Franchising, LLC offers franchises for the licensing of unique business formats establishment, development, and operating systems and a distinctive method for operating businesses that operation of a franchise to offer expense analysis and reduction services to commercial customers. We offer, and grant to qualified applicants, a franchise to operate a single ERC Business using Franchisee will evaluate expense categories for clients, focusing on practical, long term solutions to reduce the ERC mark, design and system. clients' costs for regularly purchased goods and services by consolidating the number of suppliers the clients use, negotiating better terms with existing suppliers, and/or recommending alternative suppliers.

The total initial investment necessary to begin operation of an ERC® Expense Reduction Consulting® ("ERC") franchise is between \$73,560 and \$84,610.360 to \$82,210. This includes \$55,510 that must be paid to the franchisor. We may also offer you—The total initial investment necessary to begin operation of an ERC_Area Development Agreement, which will authorize you to develop multiple ERC® franchises for a development fee of \$20,000 per franchise is between \$153,360 and \$161,210 for a 5-Unit Area Development Agreement, \$228,360 and \$12,500 per franchise237,210 for a 10-Unit Area Development Agreement. The, and \$278,360 and \$287,210 for a 15 Unit Area Development Agreement is not a franchise agreement and you will be required to execute separate franchise agreements for each unit. This development fee will be credited against initial franchise fees due when you enter into Franchise Agreements for the units. See Item 5 for additional information. includes \$135,510 that must be paid to the franchisor for a 5 Unit Area Development Agreement, \$210,510 for a 10 Unit Area Development Agreement, and \$260,510 for a 15 Unit Area Development Agreement.

This disclosure document summarizes certain provisions of your Franchise Agreement franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. Pour 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 sales. 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 Judy Britt, Director of Franchise Licensing

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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 "<u>A Consumer's Guide to Buying a Franchise</u>," which can help you understand how to use this Disclosure Document<u>disclosure document</u>, 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 <u>www.ftc.gov</u> 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. Call your state agency or visit your public library for other sources of information on franchising.

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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. 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 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 FRANCHISED—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 AREA DEVELOPMENT AGREEMENT REQUIRE YOU TO RESOLVE DISPUTES WITH US BY MEDIATION AND ARBITRATION ONLY IN THE STATE IN WHICH ERC FRANCHISING, LLC MAINTAINS ITS PRINCIPAL PLACE OF BUSINESS:, WHICH IS CURRENTLY CONNECTICUT. IF LITIGATION OCCURS, IT MUST ALSO OCCUR IN THE STATE IN WHICH ERC FRANCHISING, LLC MAINTAINS ITS PRINCIPAL PLACE OF BUSINESS, WHICH IS CURRENTLY CONNECTICUT. OUT OF STATE MEDIATION—AND, ARBITRATION OR LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO MEDIATE—AND, ARBITRATE OR LITIGATE WITH ERC FRANCHISING, LLC MAINTAINS ITS PRINCIPAL PLACE OF BUSINESS, WHICH IS CURRENTLY CONNECTICUT, THAN IN YOUR HOMEOWN STATE.
- 2. THE FRANCHISE AGREEMENT AND AREA DEVELOPMENT AGREEMENT STATE THAT THE LAW OF THE STATE IN WHICH ERC FRANCHISING, LLC MAINTAINS ITS PRINCIPAL PLACE OF BUSINESS—, WHICH IS CURRENTLY CONNECTICUT, LAW GOVERNS THE AGREEMENTS AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.

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