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FAST UNDERCAR FRANCHISE CORP.

A California Corporation
4277 Transport Street
Ventura, California 93003
(805) 676-3410

<http://www.fastundercar.com>

Franchise Business: FAST UNDERCAR® franchisees will operate a distribution outlet specializing in selling undercar parts, supplies and accessories primarily to professional repair facilities and other commercial customers.

Total Initial Investment: We estimate that, as of the Effective Date of this disclosure document, the total initial investment to open and begin operating a single FAST UNDERCAR® outlet will range from \$485,000 to \$854,500 for start-up franchisees and from \$54,800 to \$783,500 for conversion operators, including the Initial Franchise Fee. If you purchase area development rights and your development obligations span several years, your total initial investment per FAST UNDERCAR® outlet may increase with time due to inflation and changes in market conditions, which we cannot estimate.

In select cases, we grant area development rights to qualified candidates who commit to open at least 5 outlets within a prescribed time frame in a territory that we define. We charge a Territorial Rights Fee for the exclusive development rights, which we compute as a multiple of the number of outlets that you commit to open times the Initial Franchise Fee per outlet, which at this time is \$12,500. Therefore, if you commit to open 5 outlets, the total Territorial Rights Fee is \$62,500. You pay the entire Territorial Rights Fee when you sign the Area Development Agreement, and we credit \$12,500 of the Territorial Rights Fee to the Initial Franchise Fee each time you sign a new Franchise Agreement.

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 Bruce Douglass, President, Fast Undercar Franchise Corp., 4277 Transport Street, Ventura, California 93003 (telephone (805) 676-3410); e-mail - info@fastundercar.com.

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 OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.

Call the state franchise administrator listed in **Exhibit A** for information about any 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 CONTRACTS REQUIRE THAT ALL DISPUTES (WITH LIMITED EXCEPTIONS) BE RESOLVED FIRST BY NON-BINDING MEDIATION, AND IF THAT PROCESS DOES NOT RESULT IN RESOLUTION, BY COURT PROCEEDING. MEDIATION MUST OCCUR AT THE COMPANY'S HEADQUARTERS IN VENTURA, CALIFORNIA, AND, EXCEPT AS PROVIDED IN EXHIBIT N (OTHER INFORMATION REQUIRED BY CERTAIN STATES) LITIGATION MUST OCCUR IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR VENTURA COUNTY (IF BROUGHT IN STATE COURT) OR IN THE CENTRAL DISTRICT COURT OF CALIFORNIA LOCATED IN LOS ANGELES, CALIFORNIA (IF BROUGHT IN FEDERAL COURT). THE FRANCHISE AGREEMENT AND AREA DEVELOPMENT AGREEMENT FURTHERMORE INCLUDES A WAIVER OF JURY TRIAL.

IF YOU RESIDE OUTSIDE OF CALIFORNIA, OUT OF STATE PROCEEDINGS MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO MEDIATE WITH OR SUE US IN CALIFORNIA THAN IN YOUR HOME STATE.

THE FRANCHISE CONTRACTS PROVIDE THAT CALIFORNIA LAW GOVERNS THE AGREEMENT. THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.

IN CERTAIN STATES, UNDER CERTAIN CIRCUMSTANCES, LOCAL LAW MAY SUPERSEDE THE CALIFORNIA VENUE AND CHOICE OF LAW PROVISIONS. PLEASE REFER TO THE STATE-SPECIFIC ADDENDUM ATTACHED TO THIS FRANCHISE DISCLOSURE DOCUMENT FOR MORE DETAILS ABOUT THE LAWS APPLICABLE IN YOUR STATE.

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