

FRANCHISE DISCLOSURE DOCUMENT

FP FRANCHISING, LLC
An Illinois Limited Liability Corporation



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As a FP Franchising, LLC (“FP Franchising”) franchisee, you will own and operate a business that provides fitness services and systems through affordable membership programs under the tradename “Fitness Premier”. Your primary responsibility as a franchisee will be to manage the day-to-day operations and offer quality service programs.

The total initial investment necessary to begin operation of a Fitness Premier franchise is \$294,850 to \$621,500 per unit. This includes \$30,000 that must be paid to Franchisor or an affiliate. If you purchase two (2) franchise units, the Initial Franchise Fee is \$50,000 and must be paid to Franchisor or an affiliate. If you purchase three (3) franchises, the Initial Franchise Fee is \$65,000 and must be paid to Franchisor or an affiliate. The Initial Franchise Fee is paid directly to the Franchisor.

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 fourteen (14) calendar days before you can 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 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 Jason Markowicz at 530 W. North Street Suite 105 Manhattan, IL 60442 or by telephone at (708) 670-2371 or by email at jmarkowicz@fitnesspremierclubs.com.

The terms of your contract will govern your franchise relationship. Do not rely on the Disclosure Document alone to understand your contract. Read your entire contract carefully. Show your contract and this Disclosure Document 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 Guide,” which can help you understand how to use this Disclosure Document, is available from the Federal Trade Commission (“FTC”). You can contact the FTC at (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. 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: March 7, 2019

STATE COVER PAGE

Your state may have franchise laws that require 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 BUSINESS. BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW THE 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 ONLY IN INDIANA. THE FRANCHISE AGREEMENT REQUIRES ANY CLAIMS, CONTROVERSIES OR DISPUTES TO BE SUBMITTED TO ARBITRATION ONLY IN INDIANA. OUT-OF-STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES AND IT MAY COST YOU MORE TO ARBITRATE IN INDIANA THAN IN YOUR OWN STATE. ADDITIONALLY, ANY CLAIMS, CONTROVERSIES OR DISPUTES NOT RESOLVED THROUGH ARBITRATION MUST BE BROUGHT IN THE FEDERAL DISTRICT COURT WHOSE JURISDICTION ENCOMPASSES HAMILTON COUNTY, INDIANA, OR IN ANY COURT OF GENERAL JURISDICTION IN INDIANA.
2. THE FRANCHISE AGREEMENT STATES THAT INDIANA 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.
3. WE, IN OUR SOLE DISCRETION, MAY REQUIRE YOUR SPOUSE AND/OR PARENTS TO GUARANTEE ALL OF YOUR OBLIGATIONS UNDER THE FRANCHISE AGREEMENT, EVEN IF THEY ARE NOT INVOLVED IN FRANCHISE OPERATIONS. IF REQUIRED, THEIR PERSONAL ASSETS WOULD BE AT RISK.
4. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

EFFECTIVE DATE: See the next page for state effective dates.

STATE EFFECTIVE DATES

The following states require that the Franchise 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 as of the Issuance Date of this document:

State	Effective Date
Illinois	
Indiana	

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