

FRANCHISE DISCLOSURE DOCUMENT

# Fitwall

Train Smarter

Fitwall Studio Systems, LLC  
A Delaware limited liability company  
18242 McDermott Street, Suite A  
Irvine, CA 92614  
Telephone: (949) 679-0872, Ext. 200  
E-mail: [franchising@fitwall.com](mailto:franchising@fitwall.com)  
Website: [www.fitwall.com](http://www.fitwall.com)

The franchisee will operate a fitness and workout studio that specializes in providing customers with fitness classes that feature our proprietary Fitwall stations and that operate under the "Fitwall" trade name and mark (each a "Fitwall Studio" or "Studio").

The total investment necessary to begin operation of a franchised Fitwall Studio franchise ranges from \$290,600 to \$585,000. This includes \$133,000 to \$158,000 that must be paid to us and our affiliates.

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 our Director/Vice President of Operations, Elisa Weddle Franchise Sales, Lori Merrall, at 18242 McDermott Street, Suite A, Irvine, CA 92614, Telephone: (949) 679-0872.

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, NW, Washington, D.C. 20580. You can also visit the FTC's home page at [www.ftc.gov](http://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.

The issuance date of this Franchise Disclosure Document is ~~June 30, 2014~~ March 25, 2015.

## 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 administrators listed in Exhibit D 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:

1. THE FRANCHISE AGREEMENTS PERMIT THE FRANCHISEE TO MEDIATE OR LITIGATE ONLY IN CALIFORNIA. OUT OF STATE MEDIATION OR LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST MORE TO MEDIATE OR LITIGATE WITH THE FRANCHISOR IN CALIFORNIA THAN IN YOUR HOME STATE.
2. THE FRANCHISE AGREEMENTS STATE THAT THE LAW OF CALIFORNIA GOVERNS THE AGREEMENTS, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
- ~~3. IF YOU FAIL TO OPEN YOUR FITWALL STUDIO WITHIN SIX MONTHS AFTER THE LATER OF SIGNING THE FRANCHISE AGREEMENT OR OBTAINING SITE ACCEPTANCE, WE MAY TERMINATE THE FRANCHISE AGREEMENT.~~
- ~~4. IF YOU FAIL TO MEET YOUR OBLIGATIONS UNDER THE DEVELOPMENT SCHEDULE, WE MAY TERMINATE THE AREA DEVELOPMENT AGREEMENT.~~
- ~~5.3. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.~~

Local law may supersede these franchise agreement provisions. Certain states require the superseding provisions to appear in an addendum in this disclosure document (See Exhibit H).

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, with the following effective dates:

STATES	EFFECTIVE DATE
California	August 11, 2014
Hawaii	August 4, 2014
Illinois	August 19, 2014
Michigan	July 14, 2014
Minnesota	July 29, 2014
New York	September 16, 2014
<u>Washington</u>	
Wisconsin	September 30, 2014

In all other states, the effective date of this Franchise Disclosure Document is the issuance date of ~~June 30, 2014~~ March 25, 2015.

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