

FRANCHISE DISCLOSURE DOCUMENT



Footprints Floors, LLC
a Colorado limited liability company
5303 E. Evans Avenue, Suite 309
Denver, Colorado 80222
Phone: (720) 344-0939
Fax: (720) 763-9616
Email: franchise@footprintsfloors.com
Website: www.footprintsfloors.com

Footprints Floors businesses install hardwood, laminate, engineered, vinyl plank, vinyl sheet and tile flooring primarily in residential homes, as well as commercial businesses (“Footprints Floors Business(s)”).

The total investment necessary to begin operation of a Footprints Floors franchise ranges from \$62,500 to ~~\$85,550~~\$87,150. This includes \$56,150 which must be paid to the franchisor or its affiliates. Footprints Floors franchisees may purchase multiple Footprints Floors Businesses at the same time by signing a Multi-Franchise Addendum. The total investment necessary to begin operation of two Footprints Floors Businesses under a Multi-2 Franchise is between \$110,000 and ~~\$156,100~~\$159,300. This includes \$97,300 that must be paid to the franchisor or its affiliate(s). The total investment necessary to begin operation of three Footprints Floors Businesses under a Multi-3 Franchise is between \$152,500 to ~~\$221,650~~\$226,450. This includes \$133,450 that must be paid to the franchisor or its affiliate(s). The total investment necessary to begin operation of four Footprints Floors Businesses under a Multi-4 Franchise is between \$195,000 and ~~\$287,200~~\$293,600. This includes \$169,600 that must be paid to the franchisor or its affiliate(s). The total investment necessary to begin operation of five Footprints Floors Businesses under a Multi-5 Franchise is between \$237,500 and ~~\$352~~\$360,750. This includes \$205,750 that must be paid to the franchisor or its affiliate(s).

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement 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 the Franchise Administration Department at 5303 E. Evans Ave., Suite 309, Denver, CO 80222; telephone: (720) 344-0939; or email: franchise@footprintsfloors.com.

The terms of your contract will govern your franchise relationship. Do not 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 FTC. You can contact the FTC at 1-877-~~FTCHEL~~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.



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 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 ARBITRATION/LITIGATION/MEDIATION ONLY IN COLORADO. OUT-OF-STATE ARBITRATION/LITIGATION/MEDIATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO ARBITRATE/LITIGATE/MEDIATE WITH US IN COLORADO THAN IN YOUR OWN STATE.
2. THE FRANCHISE AGREEMENT STATES THAT COLORADO 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. ~~THE FRANCHISE AGREEMENT REQUIRES THAT SPOUSES YOUR SPOUSE MUST SIGN A GUARANTY MAKING SUCH DOCUMENT THAT MAKES YOUR SPOUSE JOINTLY AND SEVERALLY LIABLE FOR THE ALL FINANCIAL OBLIGATIONS UNDER THE AGREEMENT, PLACING FRANCHISE AGREEMENT EVEN THOUGH YOUR SPOUSE HAS NO OWNERSHIP INTEREST IN THE FRANCHISE. THIS GUARANTEE WILL PLACE BOTH YOUR AND YOUR SPOUSE'S MARITAL AND PERSONAL ASSETS, PERHAPS INCLUDING YOUR HOUSE, AT RISK IF YOUR FRANCHISE FAILS.~~
4. YOU MUST MAKE MINIMUM ROYALTY OR ADVERTISING FUND PAYMENTS, REGARDLESS OF YOUR SALES LEVELS. YOUR INABILITY TO MAKE THE PAYMENTS MAY RESULT IN TERMINATION OF YOUR FRANCHISE AND LOSS OF YOUR INVESTMENT.
5. 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.

Effective Dates: See next page for state effective dates

ITEM 1

THE FRANCHISOR, AND ANY PARENT, PREDECESSORS, AND AFFILIATES

To simplify the language in this Franchise Disclosure Document, “FFL,” “we,” “us,” and “our” means Footprints Floors, LLC, the franchisor. “You,” “your,” and “Franchisee” means the person, and its owners if the Franchisee is a business entity, who buys the franchise from FFL.

The Franchisor

FFL is a Colorado limited liability company formed on December 9, 2008. We operate under the name Footprints Floors, LLC and Footprints Floors. Our principal business address is 5303 E. Evans Ave., Suite 309, Denver, CO 80222. We offer franchises (“Footprints Floors Franchise(s)” or “Franchise(s)”) for Footprints Floors Businesses and have done so since November 2013. We do not conduct business under any other name or in any other line of business, and we do not offer franchises in any other line of business. We ~~operate~~have operated a business of the type described in this Franchise Disclosure Document since 2008. We have no predecessor or parent entities.

We do not have any affiliates that offer franchises in any line of business or provide products or services to our franchisees.

Our agent for service of process in Colorado is Bryan T. Park, 5303 E. Evans Ave., Suite 309, Denver, CO 80222. Our agents for service of process for other states are identified by state in Exhibit A. If a state is not listed, we have not appointed an agent for service of process in that state in connection with the requirements of franchise laws. There may be states in addition to those listed above in which we have appointed an agent for service of process. There may also be additional agents appointed in some of the states listed.

The Franchise

Footprints Floors franchisees operate businesses that install hardwood, laminate, engineered, vinyl plank, vinyl sheet and tile flooring primarily in residential homes, as well as commercial businesses. Footprints Floors Businesses operate under our system (“System”) using Footprints Floors’ trademarks, service marks, trade names, and logos (“Marks”). Franchisees will operate the Footprints Floors Business as a mobile business, visiting customers’ homes to perform the services.

You must sign our standard franchise agreement attached to this Franchise Disclosure Document as Exhibit C (“Franchise Agreement”). You may operate one Footprints Floors Business for each Franchise Agreement you sign.

We offer five different Franchise packages depending on the number of Footprints Floors Businesses you wish to purchase. The “Single Franchise” package consists of the purchase of one Footprints Floors Business, the “Multi-2” package consists of the purchase of up to two Footprints Floors Businesses, the “Multi-3” package consists of the purchase of up to three Footprints Floors Businesses, the “Multi-4” package consists of the purchase of up to four Footprints Floors Businesses, and the “Multi-5” package consists of the purchase of up to five Footprints Floors Businesses. If you purchase multiple Franchises at the same time, you will sign the “Multi-Unit Addendum,” the form of which is attached to this Franchise Disclosure Document in Exhibit G. You will also sign the then-current Footprints Floors Franchise Agreement for each Franchise purchased at the time you exercise your right to open each Franchise, which may differ from the current Franchise Agreement included with this Franchise Disclosure Document.

This is a document preview downloaded from FranchisePanda.com. The full document is available for free by visiting: <https://franchisepanda.com/franchises/footprints-floors>