

FRANCHISE DISCLOSURE DOCUMENT

GYMGUYZ.



GYMGUYZ Franchising LLC
 A New York limited liability company
 1 Dupont Street, Suite 108
 Plainview, New York 11803
 (855) GYM-GUYZ (496-4899)
www.gymguyz.com
franchising@gymguyz.com

The franchise described in this Disclosure Document is to operate a GYMGUYZ Business, which offers mobile personal fitness training services.

The estimated total investment necessary to begin operation of a GYMGUYZ franchise is ~~\$72,725~~\$53,850 to ~~\$102,449.80~~\$120,409.80. This includes between ~~\$42,800~~ to ~~\$53,399.80~~\$30,000 to 70,359.80 that must be paid to the franchisor and/or its affiliate, as appropriate.

We offer a Multi-Unit Development Agreement for the development of three or more GYMGUYZ Businesses. If you sign the Multi-Unit Development Agreement, you will pay a reservation fee equal to \$30,000 multiplied by the number of GYMGUYZ Businesses you are developing. The estimated total investment necessary to begin operation of three GYMGUYZ franchises under a Multi-Unit Development Agreement is ~~\$128,325~~\$137,710 to ~~\$178,049.40~~\$221,409.40. This includes between ~~\$98,400~~\$114,760 to ~~\$128,999.40~~\$171,359.40 that must be paid to the franchisor and/or its affiliate, as appropriate. The estimated initial investment will increase by between \$30,300-\$40,299.80 for each additional Franchised Business developed beyond the initial three that must be paid to the franchisor and/or its affiliate, as appropriate.

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 the 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 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 Josh York at 1 Dupont Street, Suite 108, Plainview, New York 11803 and (855) GYM-GUYZ (496-4899).

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, 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.

GYMGUYZ FDD ~~2016~~2017

Issuance Date: ~~April~~ March 15, 2016 2017

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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.

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 AND MULTI-UNIT DEVELOPMENT AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY ARBITRATION ONLY IN NEW YORK. OUT OF STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST MORE TO ARBITRATE WITH US IN NEW YORK THAN IN YOUR OWN STATE.
2. THE FRANCHISE AGREEMENT AND MULTI-UNIT DEVELOPMENT AGREEMENT STATES THAT NEW YORK LAW 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. YOU MUST MAINTAIN MINIMUM SALES PERFORMANCE REQUIREMENTS. IF YOU FAIL TO DO SO, YOU COULD LOSE THE RIGHTS TO YOUR TERRITORY AND IT MAY RESULT IN TERMINATION OF YOUR FRANCHISE AND LOSS OF YOUR INVESTMENT.
4. YOU MUST MAKE MINIMUM ROYALTY AND ADVERTISING PAYMENTS, REGARDLESS OF YOUR SALES LEVELS. YOUR INABILITY TO MAKE THESE PAYMENTS MAY RESULT IN TERMINATION OF YOUR FRANCHISE AND LOSS OF YOUR INVESTMENT.
5. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

We may 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 represents us, not you. We pay this person or entity a fee for selling our franchise or referring you to us. You should be sure to do your own investigation of the franchise.

~~Effective Date: See the next page for state effective dates.~~

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