

FRANCHISE DISCLOSURE DOCUMENT

Huntington Learning Centers, Inc., a Delaware corporation
496 Kinderkamack Road; Oradell, New Jersey 07649
800-653-8400
franchise@hlcmail.com
www.huntingtonfranchise.com



You will provide tutoring principally to school-aged children at your Huntington Learning Center®. Through the end of your business's first calendar year of operation, these services consist of tutoring in reading, phonics, study skills, mathematics, and related areas and 1-1 instruction in junior high school, high school, and college math and science subjects. Beginning with your business's second full calendar year of operation, you also will offer 1-1 instruction to prepare for state and standardized entrance examinations, principally the SAT and ACT.

The total investment necessary to begin operation of a single Huntington Learning Center® franchise is between \$98,315 and \$194,980. This includes between \$30,320 and \$31,460 that must be paid to us or our affiliate.

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 Franchise Development Department at the above address and phone number.

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 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

(for California, Indiana, Michigan, Minnesota, New York, Rhode Island, Washington, Wisconsin)

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 M 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 SUE US ONLY IN THE STATE WHERE WE HAVE OUR PRINCIPAL PLACE OF BUSINESS AT THE TIME YOU BRING THE LAWSUIT, WHICH IS CURRENTLY NEW JERSEY. OUT-OF-STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO SUE US IN OUR STATE THAN IN YOUR HOME STATE.
2. THE FRANCHISE AGREEMENT STATES THAT DELAWARE 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 YOU WAIVE ANY RIGHT YOU MAY HAVE TO A TRIAL BY JURY.
4. YOU MUST AGREE IN THE FRANCHISE AGREEMENT THAT ALL CLAIMS AND COUNTERCLAIMS BY YOU OR ANY OF YOUR AFFILIATES AGAINST US OR OUR AFFILIATES MUST BE BROUGHT BEFORE THE EARLIER OF THE EXPIRATION OF ONE YEAR AFTER THE ACT, TRANSACTION, OR OCCURRENCE UPON WHICH THE CLAIM OR COUNTERCLAIM IS BASED OR ONE YEAR AFTER THE AGREEMENT EXPIRES OR IS TERMINATED.
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 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:					
California		Minnesota		Washington	
Indiana		New York		Wisconsin	
Michigan		Rhode Island			

TABLE OF CONTENTS

Item 1. The Franchisor, and any Parents, Predecessors, and Affiliates 1

Item 2. Business Experience..... 4

Item 3. Litigation 5

Item 4. Bankruptcy..... 8

Item 5. Initial Fees..... 8

Item 6. Other Fees 11

Item 7. Estimated Initial Investment..... 15

Item 8. Restrictions on Sources of Products and Services 19

Item 9. Franchisee's Obligations 22

Item 10. Financing..... 24

Item 11. Franchisor's Assistance, Advertising, Computer Systems, and Training 24

Item 12. Territory 36

Item 13. Trademarks 39

Item 14. Patents, Copyrights, and Proprietary Information 40

Item 15. Obligation to Participate in the Actual Operation of the Franchise Business 42

Item 16. Restrictions on What the Franchisee May Sell 43

Item 17. Renewal, Termination, Transfer, and Dispute Resolution..... 44

Item 18. Public Figures 53

Item 19. Financial Performance Representations..... 53

Item 20. Outlets and Franchisee Information..... 56

Item 21. Financial Statements 65

Item 22. Contracts..... 65

Item 23. Receipt 65

Exhibits			
A	Franchise Agreement	K	Former Franchisees
B	Development Agreement	L	Franchisees Who Have Signed a Development Agreement
C	Conference Service License Agreement	M	Franchisor’s Agents for Service of Process and State Franchise Administrators
D	Call Center License Agreement	N	Minimum Insurance Requirements
E	Territory Amendment	O	Royalty Amendment
F	Franchise Disclosure Questionnaire	P	IT Startup Package Purchase Order
G	General Release	Q	State Addenda
H	Bylaws	R	Review of the Confidential Operating Manual
I	Financial Statements	S	Receipts
J	Current Franchisees		

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