

## FRANCHISE DISCLOSURE DOCUMENT



iCare Repair Franchising, LLC
a Michigan limited liability company
2145 University Park Drive, Suite 390
Okemos, Michigan 48864
(517) 974-8363
http://www.icarerepair.com
dan@icarerepair.com

The franchise offered is for the establishment and operation of an iCare Repair®, offering parts and repair of authorized cell phones, smart phones, tablets, and other electronic devices. iCare Repair® also offers phone parts and accessories and provides liquid crystal-display ("LCD") recycling. You will operate an iCare Repair® pursuant to our System. Your iCare Repair® will feature on-premises repair of a wide variety of issues related to cell phones and other electronic devices. iCare Repair® specializes in a variety of unique repair techniques with superior customer service to its clients.

The estimated total investment necessary to begin operations of an iCare Repair® franchise is between \$55,893 and \$120,993 for a leased space. This includes the \$15,000 to \$20,000 that must be paid to us at the time you execute the Franchise Agreement.

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 Daniel Peabody, President, 2145 University Park Drive, Suite 390, Okemos, Michigan, 48864, or by phone at (517) 974-8363.

The terms of your contract will govern your franchise relationship. Don't rely on this Disclosure Document alone to understand your contract. Read your entire contract carefully. Show your contract and this Disclosure Document to an advisor, such as 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 <a href="https://www.ftc.gov">www.ftc.gov</a> 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:

April 30, 2016



## 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 THE DISCLOSURE DOCUMENT.

Call the state franchise administrator listed in Exhibit O 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 THAT MOST DISPUTES BE SUBMITTED TO ARBITRATION IN THE COUNTY OF OUR PRINCIPAL PLACE OF BUSINESS. OUT OF STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO ARBITRATE WITH US IN THE STATE OF OUR PRINCIPAL PLACE OF BUSINESS RATHER THAN IN YOUR HOME STATE.
- 2. THE FRANCHISE AGREEMENT STATES THAT, WITH SOME EXCEPTIONS, THE LAW OF THE STATE OF OUR PRINCIPAL PLACE OF BUSINESS GOVERNS THE AGREEMENT, AND THAT LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS YOUR STATE'S LAW. YOU MAY WANT TO COMPARE THESE LAWS.
- 3. THE FRANCHISOR HAS LIMITED OPERATING HISTORY. THE FRANCHISOR'S FINANCIAL RESOURCES MIGHT NOT BE ADEQUATE TO FUND THE FRANCHISOR'S PRE-OPENING OBLIGATIONS TO EACH FRANCHISEE AND PAY OPERATING EXPENSES.
- 4. AS OF THE ISSUANCE DATE OF THIS DISCLOSURE DOCUMENT THE FRANCHISOR DOES NOT HAVE FEDERAL REGISTRATION FOR ITS PRINCIPAL TRADEMARK. THEREFORE, THE PRINCIPAL TRADEMARK DOES NOT HAVE AS MANY LEGAL BENEFITS AND RIGHTS AS A FEDERALLY REGISTERED TRADEMARK.
- 5. THE FRANCHISOR'S TOTAL EQUITY AS OF DECEMBER 31, 2015, IS REPORTED TO BE A DEFICIT OF \$37,738.00.
- 6. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

The Effective Date for this Franchise Disclosure Document for your state is listed on the next page.



The states listed below may require registration or filing of this Disclosure Document. If this offering is registered in any of these states, the effective date of the registration may differ from the date of issuance of this Disclosure Document as stated below. Some of these states may require different or additional disclosures or revisions to the agreement. The effective date of this Disclosure Document for any state that is not included in this list is as shown on the cover of this Disclosure Document. (See the Exhibit P State Addenda to this Disclosure Document for certain states.)

STATE	EFFECTIVE DATE
California	
Connecticut (One-Time Trademark Letter)	
Florida (Annual Business Opportunity Exemption)	December 8, 2015
Hawaii	
Illinois	
Indiana	
Kentucky (One-Time Business Opportunity Exemption)	
Maine (One-Time Trademark Letter)	
Maryland	
Michigan	August 6, 2015
Minnesota	
Nebraska (One-Time Business Opportunity Exemption)	
New York	
North Carolina (One-Time Trademark Letter)	
North Dakota	
Oklahoma (One-Time Consent to Service of Process)	
Oregon (No Filing Required)	
Rhode Island	
South Carolina (One-Time Trademark Letter)	
South Dakota	
Texas (One-Time Business Opportunity Exemption)	
Utah (Annual Business Opportunity Exemption)	
Virginia	
Washington	February 17, 2016
Wisconsin	

In all other states, the effective date is the Issuance Date shown on the Cover Page. A list of state administrators is attached as Exhibit O.

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