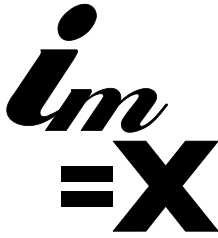


FRANCHISE DISCLOSURE DOCUMENT



The Xercize Studio, LLC
A New York Limited Liability Company
24 West Main Street
Clinton, CT 06413
Phone: 212.997.5550/ 617.529.2431/
General 800 IMX-1336
e-mail: info@imxpilates.com
imxpilatesstudio.com | imxpilates.com

IM=X® Pilates franchises operate fitness studios that offer pilates, strength training, back exercise, personal training, cardiovascular exercise and fitness programs in private, semi-private and group settings. We offer two types of franchises. Fitness studio (“Fitness Studio”) franchises offer IM=X® Pilates, Wall Tower, Cycle/Tower, Barre, Bootcamp, Platform, Jog Board, Back Exercise, Personal Training and Yoga. Back studio (“Back Studio”) franchises offer IM=X® Pilates services and our proprietary back exercise protocols.

The total investment necessary to begin operation of a single IM=X® Pilates Fitness Studio franchise ranges from \$122,340 to \$189,700. This includes \$93,900 to \$94,900 that must be paid to the franchisor or affiliate. The total investment necessary to begin operation of an IM=X® Pilates Back Studio franchise ranges from \$71,840 to \$124,000. This includes \$51,600 to \$52,200 which must be paid to the franchisor or affiliate. The total investment necessary to begin operation of a Multi-2 2-Pack Franchise ranges from \$234,680 and \$364,400. This includes \$177,800 to \$179,800 that must be paid to the franchisor or its affiliate(s). The total investment necessary to begin operation of a Multi-3 3-Pack Franchise ranges from \$337,020 and \$529,100. This includes \$251,700 to \$254,700 that must be paid to the franchisor or its affiliate(s). The total investment necessary to begin operation of a Multi-4 4-Pack Franchise ranges from \$429,360 and \$683,800. This includes \$315,600 to \$319,600 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 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.**

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.



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There may also be laws on franchising in your state. Ask your state agencies about them.

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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 C 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 MEDIATION AND LITIGATION ONLY IN CONNECTICUT. OUT OF STATE MEDIATION AND LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO MEDIATE AND LITIGATE WITH US IN CONNECTICUT THAN IN YOUR OWN STATE.
2. THE FRANCHISE AGREEMENT STATES THAT CONNECTICUT 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 FRANCHISEE WILL BE REQUIRED TO MAKE AN ESTIMATED INITIAL INVESTMENT RANGING FROM \$122,340 to \$184,700. THIS AMOUNT MAY EXCEED THE FRANCHISOR'S STOCKHOLDERS EQUITY AS OF JULY 2017, WHICH IS \$177,728.
4. 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 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 next page for state effective dates



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