

**FRANCHISE DISCLOSURE DOCUMENT**

Koko FitClub, LLC  
A Limited Liability Company  
300 Ledgewood Place  
Rockland, Massachusetts 02370  
877-KOKO-FIT (877-565-6348)  
[www.KokoFitClub.com](http://www.KokoFitClub.com)  
FranchiseInfo@KokoFitClub.com

Received  
LA Mailroom  
JUL 18 2016  
Department of  
Business Oversight



Koko FitClub, LLC, offers a franchise to establish and operate a Koko FitClub, a digital gym that features and offers for sale to the public membership to a specialty health and fitness club with patented fitness equipment, personalized technology, exercise and nutrition plans for Koko FitClub members, guidance for members through their daily workouts, and website tracking of their health and fitness activity, along with various merchandising relating to health and fitness

The total investment necessary to begin operation of a single Koko FitClub is \$396,312 or, if you finance or lease certain equipment and furnishings, \$203,369 This includes \$177,718 that must be paid to the franchisor

The total investment necessary to begin operation of a single Koko Xpress is \$331,827 or, if you finance or lease certain equipment and furnishings, \$185,260 This includes \$148,880 that must be paid to the franchisor

If you are acquiring rights to develop multiple units under an Area Development Agreement, you will pay us a development fee equal to the sum of the initial franchise fee for the first club (\$39,000) plus the product of \$10,000 multiplied by the number of additional clubs to be developed For example, if you acquire development rights for three clubs, you will pay us a development fee of \$59,000 (\$39,000 plus 2 x \$10,000)

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**

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](http://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

Issuance Date July 15, 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 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 MEDIATION, ARBITRATION, OR LITIGATION IN MASSACHUSETTS. OUT-OF-STATE MEDIATION, ARBITRATION, OR LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO MEDIATE, ARBITRATE, OR LITIGATE WITH US IN MASSACHUSETTS THAN IN YOUR OWN STATE.
2. THE FRANCHISE AGREEMENT STATES THAT MASSACHUSETTS 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. IN THE 2015 FDD, THE FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT CHANGED SUBSTANTIALLY. THE CHANGES WERE MADE TO ACCOMMODATE ADDITIONAL EQUIPMENT AND NEWLY INTRODUCED EQUIPMENT WHICH IS ONLY IN THOSE CLUBS THAT HAVE OPENED SINCE JULY 2015.
4. FRANCHISOR IS CONTINUING TO OPERATE AS A GOING CONCERN. THE FRANCHISEE WILL BE REQUIRED TO MAKE AN ESTIMATED INITIAL INVESTMENT RANGING FROM \$203,369 TO \$396,312 FOR A KOKO FITCLUB AND \$185,260 TO \$331,827 FOR A KOKO XPRESS. THIS AMOUNT EXCEEDS THE NEGATIVE EQUITY OF FRANCHISOR'S MEMBERS OF \$2,671,059 AS OF MARCH 31, 2016.
5. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

Effective Date (See attached list of state effective dates.)

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