

FRANCHISE DISCLOSURE DOCUMENT

APR 20 2012

L.A. Insurance Agency Franchising, LLC
A Michigan limited liability company
21745 West 8 Mile Road
Detroit, Michigan 48219
Phone (313) 538-7900
Email A.Yousif@lainuranceagency.com
Website www.lainuranceagency.com



This Franchise Disclosure Document describes an L.A. Insurance Agency single unit franchise and an area representative franchise. The single unit franchise will operate an insurance agency business that sells nonstandard auto and homeowners insurance and associated products and services. The area representative will operate at least one single unit franchise and must sell and service single unit franchises in a specified territory.

The total investment necessary to begin operation of a single unit franchise is from \$29,500 to \$63,500. This includes from \$12,000 to \$13,900 that must be paid to the franchisor or its affiliates. The total investment necessary to begin operation of an area representative franchise is from \$23,500 to \$123,000. This includes from \$15,000 to \$75,000 that will be paid to the franchisor or its affiliates.

This disclosure document summarizes certain provision 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 our 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 you 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 _____, 2012.

L A Insurance Agency Franchising, LLC
FDD Dated April _____, 2012

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 AREA REPRESENTATIVE AGREEMENT REQUIRE YOU TO RESOLVE DISPUTES WITH US BY ARBITRATION IN MICHIGAN. 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 MICHIGAN THAN IN YOUR OWN STATE.
2. *THE FRANCHISE AGREEMENT AND AREA REPRESENTATIVE AGREEMENT STATE THAT MICHIGAN 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 DOES NOT GRANT YOU ANY EXCLUSIVE AREA OR TERRITORIAL RIGHTS. WE RETAIN THE RIGHT TO OPEN FRANCHISES AT ANY LOCATION OTHER THAN YOUR FRANCHISE LOCATION
4. THE AREA REPRESENTATIVE MUST MEET A MINIMUM DEVELOPMENT SCHEDULE TO KEEP EXCLUSIVE RIGHTS IN ITS TERRITORY AND TO AVOID TERMINATION OF THE AREA REPRESENTATIVE AGREEMENT.
5. THERE MAY BE OTHER RISK FACTORS CONCERNING THIS FRANCHISE.

*LOCAL LAW MAY SUPERSEDE THESE AND OTHER FRANCHISE AGREEMENT PROVISIONS CERTAIN STATES REQUIRE THE SUPERSEDING PROVISIONS TO APPEAR IN AN ADDENDUM IN THIS FRANCHISE DISCLOSURE DOCUMENT, WHICH, IF APPLICABLE, IS ATTACHED AS EXHIBIT J TO THIS FRANCHISE DISCLOSURE DOCUMENT.

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 make sure to do your own investigation of the franchise.

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

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