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 Department of
Business Oversight

AREA REPRESENTATIVE DISCLOSURE DOCUMENT



LUXOTTICA RETAIL NORTH AMERICA INC.

An Ohio Corporation

4000 Luxottica Place

Mason, Ohio 45040

(513) 765-6000

www.pearlevisionfranchise.com; www.pearlevisionlicensing.com
www.pearlevision.com
licenseinfo@pearlevision.com

We grant franchises for retail optical eye care centers that are operated under the name and mark “PEARLE VISION®,” (“*EyeCare Centers*”). This disclosure document describes the opportunity to become an “*Area Representative*” for the Pearle Vision franchise system. Our Area Representatives: (1) identify and solicit qualified persons to become Pearle Vision licensed operators; and (2) provide pre-opening and ongoing support to Pearle Vision licensed operators in the Area Representative’s territory. The licensees sign license agreements directly with us, not with the Area Representative.

The total investment necessary to begin operation of a Pearle Vision Area Representative Business is \$31,000 to \$247,000. This includes \$20,000 for each EyeCare Center opened under the Area Representative Agreement and which must be paid to the franchisor or its affiliates. If applicable, you will receive a separate Franchise Disclosure Document for the EyeCare Center franchise along with this disclosure document for the Area Representative Business.

This disclosure document summarizes certain provisions of your Area Representative 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 disclosure in different formats, including an electronic format, contact Andra Terrell at 4000 Luxottica Place, Mason, Ohio 45040; telephone number (513) 765-4018.

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 your 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 decision. More information on franchising, such as “A Consumer’s Guide to Buying a Franchise,” which can help you understand 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.

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 Administrators listed in Exhibit I to this disclosure document for information about the franchisor, about other franchisors, 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 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 TO RENEW.

Please consider the following RISK FACTORS before you buy this franchise:

1. THE AREA REPRESENTATIVE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY MEDIATION (OR, IN SOME CASES, LITIGATION) ONLY IN OHIO. OUT-OF-STATE MEDIATION OR LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO MEDIATE WITH US OR TO SUE US IN OHIO THAN IN YOUR HOME STATE.
2. THE AREA REPRESENTATIVE AGREEMENT STATES THAT OHIO LAW GOVERNS THE AREA REPRESENTATIVE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
3. 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.

STATE EFFECTIVE DATES PAGE

This Franchise Disclosure Document is registered, on file, or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

State	Effective Date	State	Effective Date
California		North Dakota	
Florida		Rhode Island	
Hawaii	Not applicable	South Dakota	
Illinois	<u>August 19, 2016</u>	Texas	
Indiana		Utah	
Kentucky		Virginia	
Maryland		Washington	
Michigan		Wisconsin	
Minnesota		All States not listed above	<u>August 19, 2016</u>
New York	<u>August 19, 2016</u>		
Nebraska			

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