



Department of Business Oversight

APR 17 2017

Sacramento Office

FRANCHISE DISCLOSURE DOCUMENT

MetroFlex Gym, Inc.

A Texas Corporation

2921 S Cooper Suite 109 Arlington, Texas 76015 (817) 465-9331 www.metroflexgym.com metroflexgym@att.net

The franchise offered is to operate a hardcore health/fitness training facility under the name "MetroFlex Gym" You will operate a business with global brand recognition throughout the bodybuilding, power lifting, MMA, and fitness communities Your business will offer a hardcore health/fitness training facility that includes personal training services specializing in strength and conditioning training, bodybuilding, power lifting, and MMA, and You will offer guidance and instruction in the same fields You will provide these services to facility members, operating under the Marks and using the System, as defined herein and in supporting documents

The total investment necessary to begin operation of a MetroFlex Gym franchise may range from one-hundred-eight-thousand dollars (\$108,000 00) to four-hundred-sixty-fivethousand dollars (\$465,000 00) and will be determined at the time the Franchise Agreement is executed This includes the Initial Franchise Fee of fifty-thousand dollars (\$50,000 00) that must be paid to the franchisor or affiliate

This Franchise Disclosure Document (hereinafter "Disclosure Document") summarizes certain provisions of Your Franchise Agreement and other information in plain English Read this document and all accompanying agreements carefully You must receive this Disclosure Document at least fourteen (14) calendar days before You can 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 Franchise Agreement will govern Your franchise relationship Don't rely on this Franchise Disclosure Document alone to understand Your contract Read the entirety of the Franchise Agreement very carefully Show Your Franchise Agreement and this Disclosure Document to an advisor, like a lawyer or 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 that 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 fic 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

ISSUING DATE





STATE COVER PAGE

Your state may have franchise laws that require 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 OUR 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 ARBITRATION ONLY IN TEXAS 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 AT METROFLEX GYM, INC IN TEXAS THAN IN YOUR OWN STATE SOME STATE FRANCHISE LAWS PROVIDE THAT CHOICE OF FORUM CLAUSES ARE VOID OR SUPERSEDED YOU MIGHT WANT TO INVESTIGATE WHETHER YOU ARE PROTECTED BY A STATE FRANCHISE LAW
- THE FRANCHISE AGREEMENT STATES THAT TEXAS LAW GOVERNS THE 2 AGREEMENT, THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW YOU MAY WANT TO COMPARE THESE LAWS SOME STATE FRANCHISE LAWS PROVIDE THAT CHOICE OF FORUM CLAUSES ARE VOID OR SUPERSEDED YOU MIGHT WANT TO INVESTIGATE WHETHER YOU ARE PROTECTED BY A STATE FRANCHISE LAW
- THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE 3

NOTE THE AGREEMENT PROVISIONS REFERRED TO IN THE RISK FACTORS MAY BE VOID UNDER SOME STATE FRANCHISE LAWS AND SOME STATE FRANCHISE LAWS MAY REQUIRE DISCLOSURE OF ADDITIONAL RISK FACTORS SEE EXHIBIT G

Information comparing franchisors is available Call the state administrators (as applicable) listed in Exhibit A or Your public library for sources of information

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