

FRANCHISE DISCLOSURE DOCUMENT

Nutrishop, Inc.
a Nevada corporation
751 W. Warm Springs Rd. #100, Henderson, NV 89011
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The franchise offered is for the right to operate a “Nutrishop Store” franchised business offering sports nutrition, dietary supplements, vitamins, weight loss products, related food items and other products, goods and promotional items (e.g., apparel, clothing, shaker cups and sports items) utilizing the proprietary system for Nutrishop Stores.

The total investment necessary to begin operation of a franchise for a new Nutrishop Store ranges from \$112,000 to \$207,795. This amount includes from \$65,000 to \$80,795 that must be paid to the franchisor or its affiliate.

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.**

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Bryon McLendon, President, at 751 W. Warm Springs Rd. #100, Henderson, NV 89011, and (775) 831-1435.

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 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 of this Franchise Disclosure Document: April 29, 2019, as amended October 31, 2019.

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 PRODUCT DISTRIBUTION AGREEMENT REQUIRE YOU TO RESOLVE CERTAIN DISPUTES WITH US AND OUR AFFILIATE BY ARBITRATION OR LITIGATION IN THE CITY IN WHICH OUR THEN CURRENT PRINCIPAL BUSINESS ADDRESS IS LOCATED (CURRENTLY HENDERSON, NEVADA). OUT-OF-STATE ARBITRATION OR LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY COST YOU MORE TO ARBITRATE OR LITIGATE WITH US OR OUR AFFILIATE IN THE CITY IN WHICH OUR THEN CURRENT PRINCIPAL BUSINESS ADDRESS IS LOCATED THAN IN YOUR OWN STATE.
2. THE FRANCHISE AGREEMENT AND PRODUCT DISTRIBUTION AGREEMENT REQUIRE THAT NEVADA LAW GOVERNS THE AGREEMENTS, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
3. YOU WILL NOT RECEIVE AN EXCLUSIVE TERRITORY. YOU MAY FACE COMPETITION FROM OTHER NUTRISHOP STORE FRANCHISEES, FROM OUTLETS THAT WE OWN, OR FROM OTHER CHANNELS OF DISTRIBUTION OR COMPETITIVE BRANDS THAT WE CONTROL.
4. THE FRANCHISOR IS AT AN EARLY STAGE OF DEVELOPMENT AND HAS A LIMITED OPERATING HISTORY. THIS FRANCHISE IS LIKELY TO BE A RISKIER INVESTMENT THAN A FRANCHISE IN A SYSTEM WITH A LONGER OPERATING HISTORY.
5. YOU MUST MAKE INVENTORY AND SUPPLY PURCHASES OF AT LEAST \$4,000 EACH CALENDAR MONTH FOLLOWING THE MONTH IN WHICH YOU PLACE YOUR OPENING INVENTORY ORDER, EVEN IF YOU DO NOT NEED THAT MUCH. YOUR INABILITY TO MAKE THESE PURCHASES MAY RESULT IN TERMINATION OF YOUR FRANCHISE AND LOSS OF YOUR INVESTMENT.

6. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

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

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