

FRANCHISE DISCLOSURE DOCUMENTRECEIVED
MAR 24 2014

Dept of Business Oversight

One Stop[®]
Parts Source**One Stop Undercar, LLC**
2938 Daimler Street
Santa Ana, California 92705
(949) 955-2600
www.onesps.com

The licenses described in this franchise disclosure document are for the operation of a retail automotive Outlet using the name ONE STOP PARTS SOURCE®, which features the sale of automobile parts, accessories and equipment to automobile repair and maintenance shops. The initial license fee is between \$40,000 to \$80,000. The estimated initial investment required ranges from \$600,000 to \$1,010,000.

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 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 contract will govern Your franchise relationship. Do not 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 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. The next page is the State Cover Page.

Issuance Date February 20, 2014

2014FDDCA_One(3-18).docx

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 D** 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

THE LICENSE AGREEMENT REQUIRES THAT ALL DISAGREEMENTS BE SETTLED BY ARBITRATION IN THE COUNTY WHERE THE FRANCHISOR'S CORPORATE HEADQUARTERS ARE LOCATED ("HOME COUNTY"), CURRENTLY ORANGE COUNTY, CALIFORNIA 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 CALIFORNIA THAN IN YOUR HOME STATE

ARBITRATION WILL NOT BE USED FOR ANY ACTION FILED BY THE FRANCHISOR WHICH INVOLVES A LICENSEE'S CONTINUED USAGE OF ANY OF THE MARKS OR THE SYSTEM OR ANY ISSUE INVOLVING INJUNCTIVE RELIEF ALL OF THESE ISSUES WILL BE SUBMITTED TO A STATE OR FEDERAL COURT HAVING JURISDICTION OVER THE ISSUE INVOLVED THE PARTIES CONSENT TO PERSONAL JURISDICTION AND VENUE SOLELY IN THE HOME COUNTY OVER ANY SUCH ISSUES NOT SUBJECT TO ARBITRATION

THE LICENSE AGREEMENT STATES THAT THE LAW OF THE STATE WHERE MOST OF THE TERRITORY IS LOCATED GOVERNS THE AGREEMENT THERE MAY BE OTHER RISKS CONCERNING THIS LICENSE

Effective date: _____, 2014

TABLE OF CONTENTS

<u>ITEM</u>		<u>PAGE</u>
1	THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES	1
2	BUSINESS EXPERIENCE	3
3	LITIGATION	3
4	BANKRUPTCY	3
5	INITIAL FEES	4
6	OTHER FEES	5
7	INITIAL INVESTMENT	7
8	RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES	9
9	FRANCHISEE'S OBLIGATIONS	10
10	FINANCING	12
11	FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING	12
12	TERRITORY	17
13	TRADEMARKS	19
14	PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION	20
15	OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISEE BUSINESS	20
16	RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL	20
17	RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION	21
18	PUBLIC FIGURES	24
19	FINANCIAL PERFORMANCE REPRESENTATIONS	24
20	OUTLETS AND FRANCHISEE INFORMATION	24
21	FINANCIAL STATEMENTS	27
22	CONTRACTS	27
23	RECEIPTS	27
EXHIBITS		
A	License Agreement Personal Guaranty Addendum for Existing Business California Appendix	
B	License Development Agreement	
C	Financial Statements	
D	List of State Administrators	
E	List of Current Licensees	
F	List of Former Licensees	
G	Receipt	

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