

FRANCHISE DISCLOSURE DOCUMENT**OrthoNOW** because injuries don't happen
ORTHOPEDIC URGENT CARE by appointment

ORTHONOW, LLC

A Florida limited liability company

3650 NW 82nd Avenue, Suite 103

Doral, Florida 33166

305-537-7272

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LA Mailroom

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Department of
Business Oversight

The franchisee will operate an urgent care center under the name OrthoNOW® that will, through physicians and licensed persons, provide various levels of orthopedic and sports medicine urgent care services, which include orthopedic evaluations and treatment, lacerations, concussions sprains, breaks, fractures, and sports medicine injuries, durable medical equipment and supplies, and case management services. Each center will be equipped with several exam rooms, x-ray equipment, orthopedic and musculoskeletal equipment, and may also be equipped with MRI ultrasound, an on-site laboratory, an affiliated ambulatory surgery facility, affiliated physical therapy capabilities, and a pharmacy (dispensing the most common urgent care medicine).

We offer 2 franchise programs: a single OrthoNOW Center and multiple OrthoNOW Centers (with a minimum of 2) within a defined geographic area. The total initial investment necessary for a single OrthoNOW Center ranges from \$182,750 to \$836,500. This includes \$45,000 that must be paid to us. If you desire to operate multiple OrthoNOW Centers in a defined geographic area (a minimum of 2), you will enter into an Area Development Agreement. The initial development fee is \$30,000, for each OrthoNOW Center after the first to be developed, with \$22,500 of the development fee applied towards the initial franchise fee for each OrthoNOW Center to be developed under the Area Development Agreement after the first and the balance of each initial franchise fee, \$22,500, payable when you sign the Franchise Agreement for the remaining OrthoNOW Centers. The initial investment under an Area Development Agreement ranges from \$412,750 to \$1,720,500, which includes \$97,500 which must be paid to us.

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 **Susana Rylander, 3650 NW 82nd Avenue, Suite 201, Doral, FL 33166, (305) 336-3205**.

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, 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.

The issuance date of this Franchise Disclosure Document is **March 4, 2014**.

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 DEVELOPMENT AGREEMENT REQUIRE YOU TO RESOLVE DISPUTES WITH US BY LITIGATION ONLY IN FLORIDA OUT-OF-STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES IT MAY ALSO COST YOU MORE TO LITIGATE WITH US IN FLORIDA THAN IN YOUR OWN STATE

2 THE FRANCHISE AGREEMENT AND AREA DEVELOPMENT AGREEMENT STATE THAT FLORIDA LAW GOVERNS THE AGREEMENTS, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTION AND BENEFITS AS LOCAL LAW YOU MAY WANT TO COMPARE THESE LAWS

3 IF YOU SIGN AN AGREEMENT TO BE AN AREA DEVELOPER AND FAIL TO FULFILL YOUR DEVELOPMENT OBLIGATION (ACHIEVE THE QUOTA FOR EACH DEVELOPMENT PERIOD AS SPECIFIED IN THE AREA DEVELOPMENT AGREEMENT), WE MAY TERMINATE YOUR AREA DEVELOPMENT AGREEMENT

3 THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE

We 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

Effective Date **SEE FOLLOWING PAGE**

STATE EFFECTIVE DATES

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

<u>STATE</u>	<u>EFFECTIVE DATE</u>
California	_____
Illinois	_____
Indiana	_____
Maryland	_____
New York	_____
Virginia	_____

In all other states, the effective date of the Franchise Disclosure Document is the issuance date of March 4, 2014 and the Franchise Disclosure Document expires in these states on April 30, 2015

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