

FRANCHISE DISCLOSURE DOCUMENT



ORTHONOW, LLC

A Florida limited liability company

3650 NW 82nd Avenue, Suite 103

Doral, Florida 33166

305-537-7272

E-mail address: info@orthonowcare.com

www.orthonowcare.com

The franchisee will manage an urgent care management business under the name OrthoNOW[®] that will, through independent physicians and professionally licensed persons or entities, provide various levels of orthopedic and sports medicine urgent care services, which may include: orthopedic evaluations and treatment; lacerations, concussions, sprains, breaks, fractures, and sports medicine injuries; durable medical equipment and supplies; and case management services. Each OrthoNOW[®] 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 programs: the right to manage a single OrthoNOW[®] Center under the terms of the Franchise Agreement that we attach to this Disclosure Document (the “unit franchise” option) and the right to manage multiple OrthoNOW[®] Centers (with a minimum of 2) within a defined geographic area that you must open by the deadlines that we mutually agree upon and specify in an Area Development Agreement with each OrthoNOW[®] Center operated under the terms of a Franchise Agreement (the “area development” option).

The total initial investment necessary for a single OrthoNOW[®] Center ranges from \$491,250 to \$990,000. This includes a \$65,000 initial franchise fee that must be paid to us.

If you desire to acquire area development rights to manage multiple OrthoNOW[®] Centers, the initial development fee is \$30,000 for each additional OrthoNOW[®] Center in the development commitment after the first OrthoNOW[®] Center to be developed. Under the Area Development Agreement, you will pay us the sum of \$65,000 for the initial franchise fee for the first OrthoNOW[®] Center in the development commitment and \$30,000 for each additional OrthoNOW[®] Center in the development commitment. You will pay the balance of the \$65,000 initial franchise fee due under each Franchise Agreement, or \$42,500, when you sign the Franchise Agreement for the additional OrthoNOW[®] Center in the development commitment and at that time we will apply \$22,500 of the development fee applied towards the initial franchise fee for each additional OrthoNOW[®] Center in the development commitment after the first OrthoNOW[®] Center. The initial investment for each OrthoNOW[®] Center that you open

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under the Area Development Agreement is equivalent to the initial investment to open and begin operating a single unit OrthoNOW® Center subject to inflation and other cost variables over which we have no control.

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 103, 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, 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 issuance date of this Franchise Disclosure Document is: **September 30, 2016 as amended February 9, 2017.**

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. YOUR SPOUSE MUST ALSO SIGN A PERSONAL GUARANTEE MAKING YOUR SPOUSE INDIVIDUALLY LIABLE FOR YOUR FINANCIAL OBLIGATIONS UNDER THE FRANCHISE AGREEMENT. THE GUARANTEE WILL PLACE YOUR SPOUSE'S MARITAL AND PERSONAL ASSETS AT RISK IF YOUR FRANCHISE FAILS.
4. 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.

State Effective Date: SEE FOLLOWING PAGE

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