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Department of Corporations Los Angeles

### FRANCHISE DISCLOSURE DOCUMENT

## OUR TOWN AMERICA, A FRANCHISING CORPORATION

A Florida corporation
3845 Gateway Centre Blvd., Suite 300
Pinellas Park, Florida 33782
(727) 345-0811
www.ourtownamerica.com

The franchisee offered is for the operation of a business under the *Our Town* logo<sup>®</sup> that sells to local businesses personalized direct mail marketing services and products that promote the businesses' services and products to certain consumers

The total investment necessary to begin operation of a unit franchise operated under the *Our Town* logo ranges from \$74,800 to \$105,450. This includes \$48,850 that must be paid to us

We may grant you the right to act as a regional developer in a specific territory to promote the sale of at least four unit franchises operated under the *Our Town* logo and to provide support to these franchises, all within that territory. The total investment necessary to begin operation of a regional development franchise for four unit franchises ranges from \$125,050 to \$196,400. This includes an initial fee of \$100,000 (\$25,000 per unit) plus \$250, all of 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 Our Town America, A Franchising Corporation, at the address and telephone number above

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 "<u>A Consumer's Guide to Buying a Franchise</u>," 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. April 27, 2012, as amended November 9, 2012.



### 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 "L" 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

### Risk Factors

- (1) THE MARKET AREA IS NOT EXCLUSIVE FAILURE TO ACHIEVE PERFORMANCE STANDARDS MAY LEAD TO TERMINATION OF THE FRANCHISE AGREEMENT
- (2) THE FRANCHISE AND OTHER AGREEMENTS REQUIRE YOU TO RESOLVE DISPUTES WITH US BY MEDIATION/ARBITRATION/LITIGATION ONLY IN FLORIDA OUT OF STATE MEDIATION/ARBITRATION/LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES IT MAY ALSO COST MORE TO ARBITRATE/LITIGATE WITH US IN FLORIDA THAN IN YOUR OWN STATE
- (3) THE FRANCHISE AND OTHER AGREEMENTS STATE THAT FLORIDA LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW YOU MAY WANT TO COMPARE THESE LAWS
- (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.

Effective Date See the following page for state specific effective dates

This is a document preview downloaded from FranchisePanda.com. The full document is available for ree by visiting: https://franchisepanda.com/franchises/our-town-america	r