



## 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](http://www.ourtownamerica.com)

The franchisee offered is for the operation of a business under the *Our Town America* 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 America* logo ranges from \$74,800 to \$105,450. This includes \$48,292 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 America* 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 "*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](http://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 28, 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 "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 AGREEMENTS, 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.

## STATE SPECIFIC EFFECTIVE DATES

The following states require that this Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.

This 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:

STATE	EFFECTIVE DATE
California	, 2014
Illinois	, 2014
Indiana	, 2014
Maryland	, 2014
Minnesota	, 2014
New York	, 2014
Virginia	, 2014
Washington	, 2014
Wisconsin	, 2014

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