

FRANCHISE DISCLOSURE DOCUMENT



LUXOTTICA RETAIL NORTH AMERICA INC.

An Ohio
Corporation 4000
Luxottica Place
Mason, Ohio 45040
(513) 765-6000
www.pearlevisionfranchise.com
www.pearlevisionlicensing.com
www.pearlevision.com
licenseinfo@pearlevision.com

The Franchise offered is for a “PEARLE VISION®” retail optical EyeCare Center, operated (unless prohibited by law) in conjunction with an optometric or ophthalmologic office. Each Pearle Vision EyeCare Center dispenses prescription eyeglasses, sunglasses, and contact lenses, and may have an on-site finishing laboratory that allows the Licensed Operator to produce a complete pair of eyeglasses on site for a significant percentage of prescriptions. Pearle Vision EyeCare Centers may also sell non-prescription sunglasses, contact lens solution, accessories, and other ancillary items (such as reading glasses and magnifying glasses) that are approved by the franchisor.

The total investment necessary to begin operation of a ~~PEARLE VISION License~~ Pearle Vision EyeCare Center is ~~\$394,306~~ 400,199 to ~~\$583,580~~ 614,400. This includes ~~\$73,500~~ 85,057.25 to ~~\$157,100~~ 190,139 that must be paid to the franchisor or its affiliates.

This disclosure document summarizes certain provisions of your License 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 disclosure in different formats, including an electronic format, contact Andra Terrell at 4000 Luxottica Place, Mason, Ohio 45040; telephone number (513) 765-4018.

The terms of your contract will govern your franchise relationship. Don't rely on this disclosure document alone to understand your contract. Read your entire contract carefully. Show your contract and this disclosure document to your advisor, such as a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help



you make up your decision. More information on franchising, such as “A Consumer’s Guide to Buying a Franchise,” which can help you understand 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 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: ~~May 8, 2014, as amended November 21, 2014~~, 2015

i

STATE COVER PAGE

Your ~~State~~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~~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 Administrators listed in Exhibit I to this disclosure document for information about the franchisor, about other franchisors, or about franchising in your ~~State~~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 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 TO RENEW.

Please consider the following RISK FACTORS before you buy this franchise:

1. THE LICENSE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY MEDIATION (OR, IN SOME CASES, LITIGATION) ONLY IN OHIO. OUT-OF-STATE MEDIATION OR LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO MEDIATE WITH US OR TO SUE US IN OHIO THAN IN YOUR HOME STATE.
2. THE LICENSE AGREEMENT STATES THAT OHIO LAW GOVERNS THE LICENSE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
3. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

~~The following states require that the Franchise 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 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:

State	Effective Date	State	Effective Date
California	Not Registered	North Dakota	May 9, 2014, as amended
Florida	May 4, 2014, as	Rhode Island	May 9, 2014, as amended
Hawaii	Not Registered	South Dakota	May 9, 2014, as amended
Illinois	May 8, 2014, as	Texas	May 8, 2014, as amended



Indiana	May 12, 2014, as-	Utah	May 2, 2014, as amended-
Kentucky	May 8, 2014, as-	Virginia	June 29, 2014, as amended
Maryland	May 13, 2014, as-	Washington	July 9, 2014, as amended,-
Michigan	May 8, 2014, as-	Wisconsin	May 8, 2014, as amended
Minnesota	May 13, 2014, as amended	All States states not listed above	May 8, 2014, as amended November 21, 2014 , 2015
New York	May 9, 2014, as-		
Nebraska	May 8, 2014, as-		

TABLE OF CONTENTS

Item 1 THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES.....	1
Item 2 BUSINESS EXPERIENCE.....	4 <u>5</u>
Item 3 LITIGATION.....	8 <u>9</u>
Item 4 BANKRUPTCY.....	12 <u>13</u>
Item 5 INITIAL FEES.....	12 <u>13</u>
Item 6 OTHER FEES.....	13 <u>14</u>
Item 7 ESTIMATED INITIAL INVESTMENT.....	19 <u>20</u>
Item 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES.....	27 <u>30</u>
Item 9 FRANCHISEE'S OBLIGATIONS.....	31 <u>33</u>
Item 10 FINANCING.....	32 <u>35</u>
Item 11 FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING.....	35 <u>38</u>
Item 12 TERRITORY.....	57 <u>68</u>
Item 13 TRADEMARKS.....	59 <u>71</u>
Item 14 PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION.....	62 <u>74</u>
Item 15 OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS.....	64 <u>75</u>
Item 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL.....	65 <u>76</u>
Item 17 RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION.....	66 <u>78</u>
Item 18 PUBLIC FIGURES.....	70 <u>82</u>
Item 19 FINANCIAL PERFORMANCE REPRESENTATIONS.....	71 <u>83</u>
Item 20 OUTLETS AND FRANCHISEE INFORMATION.....	74 <u>87</u>
Item 21 FINANCIAL STATEMENTS.....	85 <u>99</u>

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