



**FRANCHISE DISCLOSURE DOCUMENT  
PREMIER FRANCHISING GROUP, LLC**

**A Tennessee Limited Liability Company  
9202 S. Northshore Drive  
Knoxville, Tennessee 37922  
865-591-6318**

[www.premiermartialartsfranchise.com/](http://www.premiermartialartsfranchise.com/)

Premier Martial Arts® Studios are Martial Arts businesses which offer Martial Arts, self-defense and character development products and services that we designate or approve. The franchises offered are for the operation of an individual Premier Martial Arts® Studio or for multiple Premier Martial Arts® Studios (the Area Development Program).

The total initial investment necessary to begin operation of an individual (your first) Premier Martial Arts® Studio ranges from \$143,048 to \$209,448. This includes \$49,500 that must be paid to the franchisor or its affiliate.

The total initial investment of an individual Premier Martial Arts Studio under the Conversion Program ranges from \$0 to \$157,699. This includes \$0 to \$49,500 that must be paid to the franchisor or its affiliate.

The total initial investment necessary under the Area Development Program of 2 to 3 Premier Martial Arts® Studios ranges from \$183,048 to \$384,448. This includes \$84,500 to \$224,500 that must be paid to the franchisor or its affiliate.

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 payments to the franchisor or an affiliate in connection with the proposed franchise sale or area development rights sale. **Note, however, that no government agency has verified the information contained in this document.**

You may wish to receive your disclosure documents in another format that is more convenient for you. To discuss the availability of disclosures in different format, contact the Franchise Administration Department, Attn: Barry Van Over, 9202 S. Northshore Dr., Knoxville, TN 37922 (865-312-9970); [ceo@barryvanover.com](mailto:ceo@barryvanover.com).

The terms of your contract (Franchise Agreement) will govern your franchise relationship. Do not rely on the disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract in this disclosure document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. 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, N.W., Washington, D.C. 20580. You can also visit the FTC 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 be other laws on franchising in your state. Ask your state agencies about them.

ISSUANCE DATE: April 11, 2019

## 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 "O" 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 REQUIRES YOU TO RESOLVE DISPUTES WITH US BY LITIGATION OR ARBITRATION ONLY IN KNOX COUNTY, TENNESSEE. OUT-OF-STATE LITIGATION OR ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO LITIGATE OR ARBITRATE WITH US IN TENNESSEE THAN IN YOUR OWN STATE.

2. THE FRANCHISE AGREEMENT STATES THAT TENNESSEE LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW.

3. WE MAY DESIGNATE MAXIMUM AND MINIMUM RETAIL PRICES TO THE EXTENT PERMITTED BY GOVERNING LAW.

4. YOUR SPOUSE MUST SIGN A DOCUMENT THAT MAKES YOUR SPOUSE LIABLE FOR ALL FINANCIAL OBLIGATIONS UNDER THE FRANCHISE AGREEMENT EVEN THOUGH YOUR SPOUSE HAS NO OWNERSHIP INTEREST IN THE FRANCHISE. THIS GUARANTEE WILL PLACE BOTH YOU AND YOUR SPOUSE'S MARITAL AND PERSONAL ASSETS, PERHAPS INCLUDING YOUR HOUSE, AT RISK IF YOUR FRANCHISE FAILS.

5. THE FRANCHISOR IS AT AN EARLY STAGE OF DEVELOPMENT AND HAS A LIMITED OPERATING HISTORY. THIS FRANCHISE IS LIKELY TO BE A RISKIER INVESTMENT THAN A FRANCHISE IN A SYSTEM WITH A LONGER OPERATING HISTORY.

6. THE FRANCHISEE OR AREA DEVELOPER WILL BE REQUIRED TO MAKE AN ESTIMATED INITIAL INVESTMENT RANGING FROM \$125,548 TO \$251,448. THESE AMOUNTS MAY EXCEED THE FRANCHISOR'S STOCKHOLDERS EQUITY AS OF JUNE 15, 2018, WHICH IS \$41,075.

7. THE FRANCHISOR'S FINANCIAL CONDITION AS REFLECTED IN ITS FINANCIAL STATEMENTS CALLS INTO QUESTION THE FRANCHISOR'S FINANCIAL ABILITY TO PROVIDE SERVICES AND SUPPORT TO YOU.

8. THERE MAY BE OTHER RISKS CONCERNING THE 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 next page for state effective dates.

## STATE SPECIFIC EFFECTIVE DATES

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:

<b>State</b>	<b>Effective Date</b>
California .....	
Florida .....	August 20, 2018
Hawaii .....	
Illinois .....	
Indiana.....	
Maryland .....	
Michigan .....	September 4, 2018
Minnesota.....	
New York.....	
North Dakota .....	
Rhode Island.....	
South Dakota .....	
Texas.....	August 3, 2018
Utah.....	
Virginia .....	
Washington.....	
Wisconsin.....	

In all other states, the effective date of this Franchise Disclosure Document is the Issuance Date on the cover page.

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