

## FRANCHISE DISCLOSURE DOCUMENT



Premier Rental Purchase, Inc. a Virginia Corporation 5248 Olde Towne Road, Suite 11 Williamsburg, VA 23188 Telephone: (800) 277-3643 info@premierrents.com

We offer franchises for a business which provides consumer goods such as furniture, appliances, computers, electronics, and jewelry to customers on a rent-to-own or lease-to-own basis or on retail installment contracts where financing is offered by the seller at the location.

The total investment necessary to begin operation of a Premier Rental-Purchase franchise is as follows:

Type of Franchised Business	Total Investment Necessary to begin Operation	Amount that must be paid to Franchisor or Affiliate
New Start-up Franchisees	\$367,475 to \$630,070	\$28,700 to \$104,695
Conversion Franchisees	\$22,475 to \$93,070	\$18,700 to \$52,695
Home Furnishings Addendum	\$0 to \$1,500	\$0
Premier WheelWorkz Addendum	\$0 to \$1,500	\$0
Development Agreement	\$5,000 to \$61,000	\$5,000 to \$60,000

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 Mr. Trooper Earle, our President, located at 5248 Olde Towne Road, Suite 11, Williamsburg, VA 23188, at telephone number 800-277-3643.

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 <a href="www.ftc.gov">www.ftc.gov</a> 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 August 30, 2018.



## 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 DEVELOPMENT AGREEMENT REQUIRE YOU TO RESOLVE DISPUTES WITH US BY MEDIATION OR LITIGATION ONLY IN THE JUDICIAL DISTRICT WHERE WE HAVE OUR PRINCIPAL PLACE OF BUSINESS WHEN THE DISPUTE RESOLUTION PROCEDURES ARE BEGUN, WHICH CURRENTLY IS WILLIAMSBURG, VIRGINIA. 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 OR LITIGATE WITH US IN VIRGINIA THAN IN YOUR HOME STATE.
- \*2. THE FRANCHISE AGREEMENT AND DEVELOPMENT AGREEMENT STATE THAT THE LAW OF VIRGINIA GOVERNS THE AGREEMENTS, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
- 3. NEW START-UP FRANCHISEES WILL BE REQUIRED TO MAKE AN ESTIMATED INITIAL INVESTMENT RANGING FROM \$367,475 TO \$630,070. THIS RANGE EXCEEDS THE FRANCHISOR'S STOCKHOLDERS' EQUITY. AS OF JUNE 30, 2018, THE FRANCHISOR HAD STOCKHOLDERS' EQUITY OF \$95,293.
- 4. THE FRANCHISOR'S AUDITED FINANCIAL STATEMENTS DATED JUNE 30, 2018, REFLECT THAT CURRENT LIABILITIES EXCEED CURRENT ASSETS. THIS MEANS THAT THE FRANCHISOR MAY NOT HAVE THE FINANCIAL RESOURCES TO PROVIDE SERVICES OR SUPPORT TO YOU.
- 5. THE FRANCHISOR HAS LIMITED FINANCIAL RESOURCES WHICH MIGHT NOT BE ADEQUATE TO FUND THE FRANCHISOR'S PRE-OPENING OBLIGATIONS TO EACH FRANCHISEE AND PAY OPERATING EXPENSES.
- 6. THE FRANCHISOR AND AFFILIATES MAY ESTABLISH OTHER CHANNELS OF DISTRIBUTION AND LEASE, SELL OR DISTRIBUTE ANY PRODUCT OR SERVICE TO THE GENERAL PUBLIC, UNDER THE SAME AND/OR DIFFERENT TRADEMARK, WITHIN THE PROTECTED AREA OF THE FRANCHISE, IN COMPETITION WITH THE FRANCHISE.
- 7. STARTING 13 MONTHS AFTER YOU OPEN, YOU MUST MAINTAIN A RENTAL PRODUCTS INVENTORY WITH A MINIMUM VALUE OF \$260,000 (BASED ON INITIAL COST OF THE PRODUCTS), EVEN IF YOU CANNOT SELL OR LEASE SUCH INVENTORY. WE MAY INCREASE THE MINIMUM INVENTORY REQUIREMENTS ONCE EVERY 12 MONTHS.
- 8. THE SPOUSE OF EACH INDIVIDUAL WHO OWNS AN INTEREST IN THE FRANCHISE MUST SIGN A PERSONAL GUARANTY OF THE FRANCHISE OBLIGATIONS. SPOUSES WHO SIGN PERSONAL GUARANTIES WILL BE JOINTLY AND SEVERALLY LIABLE FOR ALL DEBTS OF THE FRANCHISE, WHETHER OR NOT INVOLVED IN THE OPERATION OF THE FRANCHISED



BUSINESS. THIS REQUIREMENT PLACES THE PERSONAL AND MARITAL ASSETS OF THE FRANCHISE OWNERS AND SPOUSES AT RISK. IN ADDITION, UPON THE DEATH OF A GUARANTOR, THE GUARANTOR'S ESTATE WILL REMAIN LIABLE FOR FRANCHISE OBLIGATIONS EXISTING AT THE TIME OF DEATH.

- 9. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.
  - \* Local law may supersede these agreement provisions. Certain states require the superseding provisions to appear in an addendum in this disclosure document. (Please see Exhibit N of this disclosure document.)

Effective Date: See the next page for state effective dates.

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