

FRANCHISE DISCLOSURE DOCUMENT

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ProDentures Franchise Company, LLC
A Florida Limited Liability Company

2015 MAY 27 AM 11:08

Address 20320 Northwest Freeway #200
Houston, Texas 77065DEPARTMENT OF
BUSINESS OVERSIGHT
SAN FRANCISCOEmail Address franchises@prodentures.comWebsite [www ProDentures.com](http://www.ProDentures.com)

Franchisee will offer dental patients quality and affordable dental extractions and dentures, partials and implants made in an in-house laboratory (the "Franchised Business") The Franchised Business may be operated in conjunction with the Franchisee's existing traditional dental practice

The total investment necessary to begin and maintain operations for at least three months of a ProDentures Franchise is estimated to be between seventy-one thousand, five hundred dollars (\$71,500) and one hundred fourteen thousand, five hundred dollars (\$114,500) This includes thirty nine thousand, five hundred dollars (\$39,500) that must be paid to the Franchisor or its affiliate(s)

Franchisee pays Franchisor or Franchisor's affiliates no other fees or payments for services or goods before the business opens

This Franchise Disclosure Document ("FDD") summarizes certain provisions of the Franchise Agreement (the "Agreement") and other information in plain English Read this FDD and all accompanying agreements carefully Franchisee must receive this FDD at least fourteen (14) calendar days before signing a binding Agreement with, or making any payment to the Franchisor or an affiliate in connection with the proposed Franchise sale or grant **Note, however, that no government agency has verified the information contained in this document**

Franchisee may wish to receive this FDD in another format that is more convenient To discuss the availability of this FDD in different formats, contact ProDentures Franchise Company, LLC by telephone at (713) 776-3368, or by mail 20320 Northwest Freeway #200, Houston, Texas 77065

The terms of the Agreement will govern the Franchise relationship Franchisee should not rely on the FDD alone to understand the Agreement Franchisee should read the entire Agreement carefully Franchisee is advised to show the Agreement and this FDD to an advisor, such as a lawyer or accountant

Buying a franchise is a complex investment The information in this FDD can help Franchisee make up his or her mind More information on franchising, such as "A Consumer's Guide to Buying a Franchise," can help Franchisee to understand how to use this Disclosure Document and is available from the Federal Trade Commission (FTC) Franchisee can contact the FTC at 1 (877) FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC

Issuance Date _____



20580 Franchisee can also visit the FTC's home page at www.ftc.gov for additional information Franchisee can call his or her state agency or visit his or her public library for other sources of information on franchising

There may also be laws on franchising in Franchisee's state Ask state agencies about them

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STATE COVER PAGE

Franchisee's state may have a franchise law that requires a Franchisor to register or file with a state franchise administrator before offering or selling in Franchisee's state **REGISTRATION OF A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THIS FDD**

FRANCHISEE IS ADVISED TO CALL THE STATE FRANCHISE ADMINISTRATOR LISTED IN EXHIBIT C FOR INFORMATION ABOUT THE FRANCHISOR OR ABOUT FRANCHISING IN FRANCHISEE'S STATE

MANY FRANCHISE AGREEMENTS DO NOT ALLOW FRANCHISEE TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES FRANCHISEE MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE FRANCHISEE'S BUSINESS BEFORE FRANCHISEE BUYS, CONSIDER WHAT RIGHTS FRANCHISEE HAS TO RENEW THE FRANCHISE, IF ANY, AND WHAT TERMS FRANCHISEE MIGHT HAVE TO ACCEPT IN ORDER TO RENEW

Franchisee is advised to consider the following RISK FACTORS before Franchisee buys this franchise

- 1 THE FRANCHISE AGREEMENT REQUIRES FRANCHISEE TO RESOLVE DISPUTES WITH FRANCHISOR BY MEDIATION/ARBITRATION ONLY IN ORANGE COUNTY, FLORIDA OUT-OF-STATE MEDIATION/ARBITRATION MAY FORCE FRANCHISEE TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES IT MAY ALSO COST FRANCHISEE MORE TO MEDIATE/ARBITRATE WITH FRANCHISOR IN ORANGE COUNTY, FLORIDA THAN IN FRANCHISEE'S OWN STATE
- 2 THE FRANCHISE AGREEMENT STATES THAT FLORIDA LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW FRANCHISEE MAY WANT TO COMPARE THESE LAWS
- 3 THIS IS A DEVELOPMENT STAGE COMPANY WHICH MAY ENTAIL AN ADDITIONAL RISK OF FINANCIAL LOSS
- 4 THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE

Franchisor may use the services of one or more FRANCHISE BROKERS or referral sources to assist in selling the Franchise A franchise broker or referral source represents Franchisor, not Franchisee Franchisor pays this person a fee for selling the Franchise or referring Franchisee to Franchisor Franchisee should be sure to do his or her own investigation of the Franchise

Effective Date May 1, 2015 See next page for state effective dates



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