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FRANCHISE DISCLOSURE DOCUMENT

ProGrowth Franchises, LLC
a Delaware limited liability company

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DEPARTMENT OF CORPORATIONS
RECEIVED LOS ANGELES OFFICE

SEP 26 2012

ProGrowth PREMIER™

ProGrowth Franchises, LLC (“ProGrowth”) franchisees will operate a System Office under the name ProGrowth Premier

We offer one franchise program The franchise is to develop and operate a professional coaching, mentoring, personal and business development, and peer advisory facilitation service for professionals from various fields including finance, investment banking, insurance, sales, marketing, law, medicine, dentistry, real estate, etc from an at-home or conventional office, while using conference and meeting rooms on a regular, part-time basis

The total estimated investment necessary to begin operation of a PROGROWTH PREMIER franchise ranges from **\$61,175 to \$97,200** This includes \$50,000 that must be paid to us upon signing your franchise agreement

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 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 Ken Potalivo, at 31103 Rancho Viejo Road, Suite D-2240, San Juan Capistrano, CA 92675, Telephone 949-218-5882

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 contracts

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carefully Show your contracts 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 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

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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 PROVIDES FOR TERMINATION UPON BANKRUPTCY THIS PROVISION MAY NOT BE ENFORCEABLE UNDER FEDERAL BANKRUPTCY LAW (11 U S C A SEC 101 ET SEQ)**
- 2 **THE FRANCHISE AGREEMENT CONTAINS A COVENANT NOT TO COMPETE WHICH EXTENDS BEYOND THE TERMINATION OF THE FRANCHISE THIS PROVISION MAY NOT BE ENFORCEABLE UNDER CALIFORNIA LAW**
- 3 **THE FRANCHISE AGREEMENT CONTAINS A LIQUIDATED DAMAGES CLAUSE UNDER CALIFORNIA CIVIL CODE SECTION 1671, CERTAIN LIQUIDATED DAMAGES CLAUSES ARE UNENFORCEABLE**
- 4 **THE FRANCHISE AGREEMENT REQUIRES MEDIATION IN ORANGE COUNTY, CALIFORNIA, AND, IF MEDIATION FAILS, BINDING ARBITRATION THE ARBITRATION WILL ALSO OCCUR IN ORANGE COUNTY, CALIFORNIA, WITH THE COSTS OF MEDIATION AND ARBITRATION BEING BORNE EQUALLY BY THE DISPUTING PARTIES**
- 5 **THE FRANCHISE AGREEMENT STATES THAT, EXCEPT FOR TRADEMARK AND ARBITRATION ISSUES (WHICH ARE GOVERNED BY FEDERAL LAW), CALIFORNIA LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS YOUR LOCAL LAW YOU MAY WANT TO COMPARE THESE LAWS**

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