

**Business Oversight** 

## FRANCHISE DISCLOSURE DOCUMENT



PB Franchising, LLC a Delaware limited liability company 3001 Brighton Blvd., Suite 269 Denver, Colorado 80216 (720) 575-6056 www.purebarre.com

The franchise is for the development and operation of an exercise and workout studio using the Pure Barre business system.

The total investment necessary to begin operation of a Pure Barre studio is \$168,100 to \$300,700. This includes \$51,300 to \$55,900 that must be paid to the franchisor or its affiliates.

If, in our discretion, we grant the right to develop multiple units, the total investment necessary under the Multi-Unit Development Agreement is estimated to be \$40,000 to \$315,000 (based on a 2 to 7 studio commitment, but depending on the actual number of Pure Barre studios you agree to develop). This entire amount must be paid to the franchisor or its affiliates. We credit the estimated \$40,000 to \$140,000 development fee portion, in \$20,000 increments, toward the initial franchise fee that is due as franchise agreements are signed until the aggregate amount of these credits equals the development fee.

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 disclosure in different formats, contact Griff Long at 3001 Brighton Blvd., Suite 269, Denver, Colorado 80216 and (646) 656-1302.

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(s) 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 "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 F 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 MULTI-UNIT DEVELOPMENT AGREEMENT REQUIRE YOU TO RESOLVE DISPUTES WITH US BY ARBITRATION OR LITIGATION ONLY IN OR WITHIN 50 MILES OF WHERE OUR PRINCIPAL PLACE OF BUSINESS IS THEN LOCATED (CURRENTLY DENVER, COLORADO). OUT-OF-STATE ARBITRATION OR LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO ARBITRATE OR LITIGATE WITH US IN OR WITHIN 50 MILES OF WHERE OUR PRINCIPAL PLACE OF BUSINESS IS THEN LOCATED THAN IN YOUR OWN STATE.
- 2. THE FRANCHISE AGREEMENT AND MULTI-UNIT DEVELOPMENT AGREEMENT STATE THAT COLORADO LAW 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. YOU MUST MAINTAIN MINIMUM SALES PERFORMANCE LEVELS. YOUR INABILITY TO MAINTAIN THESE LEVELS MAY RESULT IN LOSS OF ANY TERRITORIAL RIGHT YOU ARE GRANTED, TERMINATION OF YOUR FRANCHISE AND LOSS OF YOUR INVESTMENT.
- 4. YOUR SPOUSE, WHO HAS NO OWNERSHIP INTEREST IN THE BUSINESS, IS REQUIRED TO SIGN A DOCUMENT THAT ACKNOWLEDGES YOU HAVE GIVEN A PERSONAL GUARANTEE FOR YOUR FINANCIAL OBLIGATIONS UNDER THE FRANCHISE AGREEMENT. THIS GUARANTEE WILL PLACE YOUR AND YOUR SPOUSE'S MARITAL ASSETS, PERHAPS INCLUDING YOUR HOUSE, AT RISK IF YOUR FRANCHISE FAILS.

## 5. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

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The effective dates of this disclosure document in the states with franchise registration laws in which we have sought registration or exemption appear on the following page.

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