

FRANCHISE DISCLOSURE DOCUMENT  
**EVOLVE REAL ESTATE GROUP, LLC**

A Florida limited liability company  
8501 42nd Avenue North, St. Petersburg, Florida 33709  
727-755-1995  
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[www.REALean.com](http://www.REALean.com)



**ISSUANCE DATE: June 20, 2017**

We are **Evolve Real Estate Group, LLC**, A Florida limited liability company. We offer franchises to qualified individuals and entities to own and operate a REALean real estate brokerage featuring our innovative commission structures. The brokerage uses our service marks, trade names, programs, and systems including the names and marks "**REALean<sup>SM</sup>**" and the "**REALean<sup>SM</sup>**" logo. This is done under our trademarks and service marks and our programs and systems (collectively these are called the "Method of Operation").

The total investment necessary to begin operation of a REALean franchise is **\$24,210 to \$34,220**. This estimate is only approximate. This includes the **\$19,900** Initial Franchise Fee that must be paid to us. Your initial investment and initial fees are more fully described in Items 5, 6 and 7 of this Disclosure Document.

Information comparing franchisors is available. Call the state administrators, listed in Exhibit E, or your public library for sources of information.

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 Kevin Cahill of REALean at PO Box 66163, St. Petersburg, Florida, 33736-6163, 727-755-1995, [Franchise@REALean.com](mailto:Franchise@REALean.com).

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.

**1 – REALean Franchise Disclosure Document**

REALean FDD&FA 2017-5-31 (final)

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](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 also be laws on franchising in your state. Ask your state agencies about them.

## 2 – REALean Franchise Disclosure Document

REALean FDD&FA 2017-5-31 (final)

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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 E 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 MEDIATION AND LITIGATION ONLY IN FLORIDA. OUT-OF-STATE LITIGATION AND MEDIATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO SUE OR MEDIATE WITH US IN FLORIDA THAN IN YOUR 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. YOU MAY WANT TO COMPARE THESE LAWS.
3. IF YOU SIGN AN AGREEMENT TO BE AN AREA DEVELOPER AND FAIL TO FULFILL YOUR DEVELOPMENT OBLIGATION (ACHIEVE THE QUOTA FOR EACH DEVELOPMENT PERIOD AS SPECIFIED IN THE AREA DEVELOPMENT ADDENDUM), WE MAY TERMINATE YOUR AREA DEVELOPMENT ADDENDUM.
4. YOU AND ALL OF YOUR PARTNERS, MEMBERS, SHAREHOLDERS, OR OWNERS MUST PERSONALLY SIGN THE FRANCHISE AGREEMENT OR JOINTLY SEVERALLY, IRREVOCABLY, AND UNCONDITIONALLY GUARANTEE TO US THE DUE AND PUNCTUAL OBSERVANCE AND PERFORMANCE BY YOU OF ALL OF YOUR OBLIGATIONS UNDER THE FRANCHISE AGREEMENT AND ANY OTHER AGREEMENT TO WHICH YOU AND WE ARE PARTIES.
5. YOU AGREE TO WAIVE ANY CLAIMS, DEMANDS, OR DAMAGES ARISING FROM OR RELATED TO OUR UNCONDITIONAL RIGHT TO TRANSFER THE FRANCHISE AGREEMENT OR TO SELL OUR ASSETS, THE SERVICE MARKS, OR THE REALEAN SYSTEM.
6. THE FRANCHISOR IS A NEWLY FORMED BUSINESS ENTITY WITH LIMITED FINANCIAL RESOURCES, WHICH MAY NOT BE SUFFICIENT FOR THE FRANCHISOR TO FULFILL ITS PRE-OPENING OBLIGATIONS TO THE FRANCHISEE.
7. THERE MAY BE OTHER RISKS CONCERNING THIS 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: This Franchise Disclosure Document is effective as of:

General FTC (for states not requiring registration) – **June 20, 2017**

States Requiring Registration (registration not approved if blank):

### 3 – REALean Franchise Disclosure Document

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