

FRANCHISE DISCLOSURE DOCUMENT EVOLVE REAL ESTATE GROUP, LLC

A Florida limited liability company
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www.REALean.com



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**SM, and the "**REALean**SM, 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 **\$24,710** to **\$40,220**. This includes the **\$19,900** Initial Franchise Fee that must be paid to us.

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.

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 "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.

ISSUANCE DATE: May 31, 2019



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.
- 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. THE FRANCHISOR'S FINANCIAL CONDITION, AS REFLECTED IN ITS FINANCIAL STATEMENTS (SEE ITEM 21), CALLS INTO QUESTION THE FRANCHISOR'S FINANCIAL ABILITY TO PROVIDE SERVICES AND SUPPORT TO YOU.
- 4. 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.
- 5. WE DO NOT HAVE A FEDERAL REGISTRATION FOR OUR LOGO. THEREFORE, OUR LOGO DOES NOT HAVE AS MANY LEGAL BENEFITS AND RIGHTS AS A FEDERALLY REGISTERED LOGO. IF OUR RIGHT TO USE OUR LOGO IS CHALLENGED, YOU MAY HAVE TO CHANGE TO AN ALTERNATIVE LOGO WHICH MAY INCREASE YOUR COSTS.
- 6. 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.



STATE EFFECTIVE DATES

Effective Date: This Franchise Disclosure Document is effective as of:

General FTC (for states not requiring registration) - May 31, 2019

States Requiring Registration (registration not approved if blank):

California:

Florida: July 12, 2018 (BF51554)

Hawaii:

Illinois:

Indiana: June 7, 2019 (19-000971) Kentucky: October 16, 2017 (B-4845)

Maryland:

Michigan: October 2, 2018

Minnesota:

Nebraska: October 3, 2017 (110443)

New York: North Dakota: Rhode Island:

South Dakota: June 10, 2019 (#6183) Texas: June 27, 2017 (2017-0249)

Utah: August 8, 2018 (10541954-BSOE)

Virginia: Washington: Wisconsin:



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