

## FRANCHISE DISCLOSURE DOCUMENT

**RESTORE FRANCHISING, LLC**  
A Texas Limited Liability Corporation



608 W. Monroe Street, Suite B  
Austin, TX 78704  
(512) 614-2151  
[Jim@restore.com](mailto:Jim@restore.com)

As a Restore Franchising, LLC (“Restore Franchising”) franchisee, you will own and operate a business that provides cryotherapy (i.e. cold therapy) services, cryoskin services, PBM Therapy, stretch therapy, compression therapy, IV/Drip therapy and blood testing, Infrared Sauna Therapy, allergy testing and treatment, and hyperbaric oxygen therapy through retail locations. The business operates under the tradename “Restore Hyper Wellness + Cryotherapy”. Your primary responsibility as a franchisee will be to manage the day-to-day operations and offer quality service programs.

The total investment necessary to begin operation of a Restore Hyper Wellness + Cryotherapy franchise is \$373,700.00 to \$596,500.00. This includes \$39,500 for the Initial Franchise Fee and between \$145,000 and \$150,000 for equipment that must be paid to the franchisor or its affiliate(s).

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 fourteen (14) calendar days before you can 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 government 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 Jim Donnelly at 608 W. Monroe Street, Suite B, Austin, TX 78704 or by telephone at (512) 614-2151 or by email at [Jim@restore.com](mailto:Jim@restore.com).

The terms of your contract will govern your franchise relationship. Do not rely on the Disclosure Document alone to understand your contract. Read your entire contract carefully. Show your contract and this Disclosure Document to an advisor, like a lawyer or 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 “Buying a Franchise, A Consumer Guide,” which can help you understand how to use this Disclosure Document, is available from the Federal Trade Commission (“FTC”). You can contact the FTC at (877) FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue NW, Washington, DC 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.

ISSUANCE DATE: May 23, 2019

## STATE COVER PAGE

Your state may have franchise laws that require 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 THE 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 FRANCHISOR IS AT AN EARLY STAGE OF DEVELOPMENT AND HAS A LIMITED OPERATING HISTORY. THIS FRANCHISE IS LIKELY TO BE A RISKIER INVESTMENT THAN A FRANCHISE IN A SYSTEM WITH A LONGER OPERATING HISTORY.
2. THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US ONLY IN TEXAS. THE FRANCHISE AGREEMENT REQUIRES ANY CLAIMS, CONTROVERSIES OR DISPUTES TO BE SUBMITTED TO ARBITRATION ONLY IN TEXAS. OUT-OF-STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES AND IT MAY COST YOU MORE TO ARBITRATE IN TEXAS THAN IN YOUR OWN STATE. ADDITIONALLY, ANY CLAIMS, CONTROVERSIES OR DISPUTES NOT RESOLVED THROUGH ARBITRATION MUST BE BROUGHT IN THE FEDERAL DISTRICT COURT WHOSE JURISDICTION ENCOMPASSES TRAVIS COUNTY, TEXAS, OR IN ANY COURT OF GENERAL JURISDICTION IN TEXAS.
3. THE FRANCHISE AGREEMENT STATES THAT TEXAS 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.
4. YOU MUST MAINTAIN MINIMUM SALES PERFORMANCE LEVELS. YOUR INABILITY TO MAINTAIN THESE LEVELS MAY RESULT IN LOSS OF ANY TERRITORIAL RIGHTS YOU ARE GRANTED, TERMINATION OF YOUR FRANCHISE, AND LOSS OF YOUR INVESTMENT.

5. WE, IN OUR SOLE DISCRETION, MAY REQUIRE YOUR SPOUSE AND/OR PARENTS TO GUARANTEE ALL OF YOUR OBLIGATIONS UNDER THE FRANCHISE AGREEMENT, EVEN IF THEY ARE NOT INVOLVED IN FRANCHISE OPERATIONS. IF REQUIRED, THEIR PERSONAL ASSETS WOULD BE AT RISK.
6. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

EFFECTIVE DATE: See the next page for state effective dates.

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