

4/1/12

FRANCHISE DISCLOSURE DOCUMENT

[Single Unit Franchise and Area Representative Rights]



SELLSTATE

Sellstate Realty Systems Network, Inc.
14060 Metropolis Avenue, #1
Fort Myers, FL 33912
Tel: 239-437-3777
Fax: 239-437-0890
mdarmanin@sellstate.com
www.joinsellstate.com

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a Florida corporation
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The franchised business you will own and operate is a real estate brokerage office, which includes leasing, listing, purchasing, referral, selling, trading and other services of a similar nature under the trade name "Sellstate." We also sell Area Representative Rights to certain qualified individuals.

The total investment necessary to begin operation of a Sellstate Franchise is from \$112,900 to \$386,000. This includes \$20,000 that must be paid to us. The total investment necessary to begin operation as a Sellstate Area Representative is from \$220,000 to \$1,250,000. This includes \$70,000 to \$500,000 that must be paid to us.

This Franchise Disclosure Document summarizes certain provisions of your Franchise Agreement and other information in plain English. Read this Franchise Disclosure Document and all accompanying agreements carefully. You must receive this Franchise Disclosure Document at least 14 calendar-days before you sign a binding agreement with, or make any payment to, us or our affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this Franchise Disclosure Document.**

The terms of your contract will govern your franchise relationship. Don't rely on this Franchise Disclosure Document alone to understand your contract. Read all of your contract carefully. Show your contract and this Franchise Disclosure Document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this Franchise 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 Franchise 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, N.W., 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.

The date of issuance of this Franchise Disclosure Document is April 1, 2012.

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 FRANCHISE 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 AND AREA REPRESENTATIVE AGREEMENT PERMITS YOU TO ARBITRATE WITH OR TO SUE US ONLY IN THE STATE AND COUNTY WHERE OUR PRINCIPAL OFFICE IS THEN LOCATED (CURRENTLY, LEE COUNTY, FLORIDA). OUT OF STATE ARBITRATION OR LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST MORE TO ARBITRATE WITH OR TO SUE US IN THE STATE AND COUNTY WHERE OUR PRINCIPAL OFFICE IS LOCATED (CURRENTLY, LEE COUNTY, FLORIDA) THAN IN YOUR HOME STATE. THIS MAY BE SUPERCEDED BY STATE LAW. SEE ADDENDUM, IF ANY, ATTACHED TO THIS FRANCHISE DISCLOSURE DOCUMENT.

2. THE FRANCHISE AGREEMENT AND AREA REPRESENTATIVE 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. THIS MAY BE SUPERCEDED BY STATE LAW. SEE ADDENDUM, IF ANY, ATTACHED TO THIS FRANCHISE DISCLOSURE DOCUMENT.

3. A FRANCHISEE WILL NOT RECEIVE ANY EXCLUSIVE OR PROTECTED TERRITORY. REFER TO ITEM 12 FOR DETAILS.

4. 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 make sure to do your own investigation of the franchise.

Effective Date: See the next page for state effective dates.

This is a document preview downloaded from FranchisePanda.com. The full document is available for free by visiting: <https://franchisepanda.com/franchises/sellstate>