

FRANCHISE DISCLOSURE DOCUMENT



SpeedDee Worldwide, LLC
a Delaware limited liability company
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SpeedDee Oil Change & Auto Service businesses provide oil changes and preventive maintenance services for cars and trucks to the general public ("SpeedDee Business(es)").

The total investment necessary to begin operation of a SpeedDee franchise ranges from \$197,305 to \$537,970. This includes between \$34,500 and \$97,800 that must be paid to the franchisor or its affiliates.

SpeedDee area developers acquire the right to develop multiple SpeedDee Businesses, with a minimum of three SpeedDee Businesses in a designated development area. The total investment necessary to begin operation as an area developer with three SpeedDee Businesses ranges from \$584,915 to \$1,535,910, including between \$96,500 and \$260,400 that must be paid to franchisor or its affiliates. Additionally, if you enter into a sublease with our affiliate, SpeedDee Worldwide Realty Corporation, a Delaware corporation ("SWRC"), you will pay SWRC the amount that is agreed on by you and SWRC for rent (which varies by location, but is typically the greater of fixed minimum rent (generally, \$4,028 to \$9,488 for each location) or up to 10% of Gross Revenue plus real estate taxes (which vary by location), other applicable taxes and common area maintenance ("CAM") per month), and other expenses agreed to. Upon signing the sublease, you will pay SWRC the first month's rent, CAM and real estate taxes plus a security deposit equal to first month's rent and real estate taxes for each SpeedDee Business. For three SpeedDee Businesses, the first month's rent, CAM and real estate taxes ranges from \$14,586 to \$53,406.

We may also require that you pay us for the Grand Opening Costs in an amount between \$10,000 and \$15,000 for each SpeedDee Business you open if we provide Grand Opening services.

If you purchase more than three SpeedDee Businesses, the estimated investment for each additional SpeedDee Business is from \$188,305 to \$516,970, including between \$25,500 to \$76,800 which must be paid to the franchisor or its affiliates. Additionally, if you enter into a sublease with our affiliate, SWRC, you will pay SWRC the first month's rent, real estate taxes and a security deposit equal to first month's rent and real estate taxes for each of your additional SpeedDee Business. First month's rent, CAM and taxes ranges from \$4,862 to \$17,802.

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 Ralph Yarusso (ryarusso@speedeecorp.com) at 5575 DTC Parkway, Suite 100, Greenwood Village, Colorado 80111, (303) 308-1660.

The terms of your contract will govern your franchise relationship. Do not 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, DC 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 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 DEVELOPMENT AGREEMENT REQUIRE YOU TO RESOLVE DISPUTES WITH US BY ARBITRATION/LITIGATION ONLY IN COLORADO. OUT-OF-STATE ARBITRATION/LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO ARBITRATE/LITIGATE WITH US IN COLORADO THAN IN YOUR OWN STATE.
2. THE FRANCHISE AGREEMENT AND AREA DEVELOPMENT AGREEMENT STATE THAT COLORADO LAW GOVERNS THE AGREEMENTS, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS THE LOCAL LAW IN YOUR STATE. YOU MAY WANT TO COMPARE THESE LAWS.
3. YOUR SPOUSE MUST SIGN A DOCUMENT, SUCH AS A GUARANTEE, THAT MAKES YOUR SPOUSE LIABLE FOR YOUR FINANCIAL OBLIGATIONS UNDER THE FRANCHISE AGREEMENT EVEN IF YOUR SPOUSE DOES NOT OWN ANY PART OF THE FRANCHISE BUSINESS. BOTH YOU AND YOUR SPOUSE'S MARITAL AND PERSONAL ASSETS, INCLUDING YOUR HOUSE COULD BE LOST IF YOUR FRANCHISE FAILS.
4. YOU MUST MAKE MINIMUM ROYALTY AND ADVERTISING FUND PAYMENTS, REGARDLESS OF YOUR SALES LEVELS. YOUR INABILITY TO MAKE THE PAYMENTS MAY RESULT IN TERMINATION OF YOUR FRANCHISE AND LOSS OF YOUR INVESTMENT.
6. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

We reserve the right to 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 is our agent and 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 Dates: See next page for state effective dates.

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