



Strive! Personal Training Studios® Franchise Disclosure Document

Franchise Disclosure Document
STRIVE FITNESS FRANCHISE CORPORATION
a California Corporation
7160 Miramar Road, Suite 110
San Diego, CA 92121
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www.strive2bfit.com

We offer franchises for the operation of a business that provides multiple services to customers in the personal training and group training industry utilizing specialized fitness equipment under the name “Strive! Personal Training Studios®” or other forms of our proprietary trade names, procedures, and trade secrets (“Strive! Personal Training Studios®” or a “Strive! Personal Training Studios® Center” or a “Center”). The total investment necessary to begin operation of a single Strive! Personal Training Studios® Center ranges from \$74,550 to \$129,850. This includes a total of \$18,000 in initial fees paid to us.

Qualified veterans and Franchisees that meet our qualifications to convert an existing facility providing similar services will have a lower total investment than the cost to operate a standard new Center.

This disclosure document summarizes certain provisions of your Franchise Agreement and other information in plain English. Read this disclosure 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 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 the 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 the Manager of the Franchise Administration Department at 7160 Miramar Road, Suite 110, San Diego, CA 92121 (858) 578-7778.

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 contracts carefully. Show your contract and this disclosure document to an advisor, 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 informational franchising.

There may also be laws on franchising in your state. Ask your state agencies about them.

Issuance Date:

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 F for information about the franchisor, or about franchising in your state.

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

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 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. YOU, YOUR SPOUSE, AND YOUR IMMEDIATE FAMILY, REGARDLESS OF ACTUAL INVOLVEMENT WITH THE BUSINESS, MUST MAINTAIN CONFIDENTIALITY OF OUR TRADE SECRETS AND OTHER PROPRIETARY INFORMATION AND ABIDE BY NON-COMPETE COVENANTS FOR TWO YEARS AFTER THE TERMINATION OF YOUR FRANCHISE AGREEMENT.
2. THE FRANCHISE AGREEMENT REQUIRES THAT YOU PARTICIPATE IN A MANDATORY DISPUTE RESOLUTION CONFERENCE WITH US AT OUR OFFICES IN SAN DIEGO, CALIFORNIA, PRIOR TO EITHER PARTY INITIATING LITIGATION. THE FRANCHISE AGREEMENT ALSO REQUIRES YOU TO RESOLVE ANY REMAINING DISPUTES WITH US BY LITIGATION ONLY IN THE STATE WHERE YOU ARE LOCATED. THE LAW OF THE FRANCHISEE'S STATE GOVERNS THE FRANCHISE AGREEMENT.
3. YOU MUST EXECUTE A SECURITY AGREEMENT GIVING US A PRIORITY INTEREST IN ALL PRESENT AND FUTURE ACCOUNTS, INVENTORY, EQUIPMENT, INTANGIBLES, PROCEEDS AND INTEREST IN THE FRANCHISE. THIS SECURITY INTEREST MAY IMPAIR YOUR ABILITY TO OBTAIN FINANCING OF YOUR OPERATIONS.
4. WE AND OUR AFFILIATES MAY ESTABLISH OTHER CHANNELS OF DISTRIBUTION AND SELL OR DISTRIBUTE ANY PRODUCT OR SERVICE TO THE GENERAL PUBLIC, UNDER THE SAME AND/OR DIFFERENT TRADEMARK, IN COMPETITION WITH THE FRANCHISE.
5. WE ARE A DEVELOPMENT STAGE COMPANY WITH LIMITED FRANCHISE OPERATING HISTORY TO ASSIST YOU IN DECIDING TO MAKE THIS INVESTMENT.
6. THE FRANCHISOR HAS BEEN OFFERING FRANCHISES FOR A SHORT PERIOD OF TIME. THEREFORE, THERE IS ONLY A BRIEF OPERATING HISTORY TO ASSIST YOU IN JUDGING WHETHER OR NOT TO MAKE THIS INVESTMENT.
7. AS A DEVELOPMENT STAGE COMPANY, WE ARE NOT SUBMITTING AUDITED FINANCIAL STATEMENTS FOR THE FIRST FISCAL YEAR AS THERE IS AN INSUFFICIENT OPERATING HISTORY FOR WHICH SUCH STATEMENT MIGHT APPLY. AUDITED FINANCIAL STATEMENTS FOR SUBSEQUENT FISCAL YEARS ARE PROVIDED.
8. IF THE FRANCHISOR GOES OUT OF BUSINESS, YOU AND OTHER FRANCHISEES COULD LOSE YOUR INVESTMENT.
9. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

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