



FRANCHISE DISCLOSURE DOCUMENT SUPERIOR FENCE & RAIL FRANCHISING, LLC. a Florida Limited Liability Company 1705 Kennedy Pt. Oviedo, Florida 32765 (407) 971-7804 Franchise@SuperiorFenceandRail.com www.SuperiorFenceandRail.com

The Franchisor is SUPERIOR FENCE & RAIL FRANCHISING, LLC. ("Superior" "we" or "SFR"). We develop and operate fence businesses utilizing the Superior system in single-brand locations. Our franchised stores sell, furnish and install wood, steel, aluminum and vinyl fencing and related garden products. The total investment necessary to begin operation of an SFR franchise ranges from \$88,000.00 to \$196,500.00 which includes \$25,000 that must be paid to the franchisor or affiliate. 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 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 Superior Fence & Rail Franchising, LLC, Franchise Information, 1705 Kennedy Pt., Oviedo, FL 32765, 407-971-7804.

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read your 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 of franchising, such as <u>"A Consumer's Guide to Buying a Franchise.</u>" 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 on franchising.

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

Issuance Date: January 2017



## STATE COVER PAGE

Your state may have a franchise law that requires a franchisor to register or file with the 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 for information about the franchisor and 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 ARBITRATION ONLY IN FLORIDA. OUT-OF-STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO ARBITRATE WITH US IN FLORIDA THAN IN YOUR OWN STATE.
- 2. 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. 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.

Effective Date: January 1, 2017



## **TABLE OF CONTENTS**

ITEM 1: THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES
ITEM2: BUSINESS EXPERIENCE
ITEM 3: LITIGATION
ITEM 4: BANKRUPTCY8
ITEM 5: INITIAL FEES8
ITEM 6: OTHER FEES
ITEM 7: YOUR ESTIMATED INITIAL INVESTMENT11
ITEM 8: RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES14
ITEM 9: FRANCHISEE'S OBLIGATIONS16
ITEM 10: FINANCING17
ITEM 11: FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING 17
ITEM 12: TERRITORY20
ITEM 13: TRADEMARKS22
ITEM 14: PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION23
ITEM 15: OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS
ITEM 16: RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL25

This is a document preview downloaded from FranchisePanda.com. The full document is available for free by visiting: https://franchisepanda.com/franchises/superior-fence-rail-inc