

SEP 11 2017

**Department of
Business Oversight****FRANCHISE DISCLOSURE DOCUMENT**

**Elevate Pet Life LLC, a California limited liability company
310 S Twin Oaks Valley Road, Suite #106
San Marcos, CA 92078
(760) 510-6690
www.sydneespetgrooming.com**



Elevate Pet Life LLC (“we,” “us,” or “our”) offers for sale a franchise to establish and operate a pet grooming salon under the “SYDNEE’S PET GROOMING” marks

The total estimated investment necessary to begin operations of a Master Development Sydnee’s Pet Grooming Salon franchise ranges from \$151,534 to \$234,441. This amount includes \$35,000 that must be paid to the franchisor or its affiliate. The total investment necessary to begin operation of a Sydnee’s Pet Grooming Salon franchise pursuant to an area development agreement is \$183,877 to \$265,784. This includes \$70,000 that must be paid to the franchisor or its affiliate.

This Disclosure Document summarizes certain provisions of your Franchise Agreement and other information in plain English. Read the 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 payments 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 Kimberly Srisark at Elevate Pet Life LLC, 310 S Twin Oaks Valley Road, Suite #106, San Marcos, CA 92078, and at (760) 510-6690.

The terms of your contract will govern your franchise relationship. Don’t 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 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, 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 ISSUANCE DATE OF THIS DISCLOSURE DOCUMENT IS MARCH 14, 2017

Elevate Pet Life LLC

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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 THIS FRANCHISE WITH A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.

Call the state franchise administrator listed on **Exhibit B** for information about the franchisor, or about franchising in your state. If you learn that anything in this disclosure document is untrue, contact the Federal Trade Commission and the state administrators listed on **Exhibit B**.

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 THE AREA DEVELOPMENT AGREEMENT REQUIRE YOU TO RESOLVE DISPUTES WITH US BY, FIRST, A FACE-TO-FACE MEETING, SECOND, NON-BINDING MEDIATION, AND THIRD, BINDING ARBITRATION, IN THE COUNTY IN WHICH OUR THEN-CURRENT HEADQUARTERS IS LOCATED. OUT-OF-STATE MEDIATION/ARBITRATION MAY FORCE YOU TO ACCEPT LESS FAVORABLE SETTLEMENT DISPUTES. IT MAY ALSO COST YOU MORE TO MEDIATE/ARBITRATE WITH US IN THE COUNTY IN WHICH OUR THEN-CURRENT HEADQUARTERS IS LOCATED THAN IN YOUR STATE. YOU AND WE WILL GENERALLY BEAR EACH OF OUR OWN COSTS IN ANY DISPUTE, BUT THE ARBITRATOR CAN ASSESS COSTS AGAINST A LOSING PARTY.
- 2 THE FRANCHISE AGREEMENT AND AREA DEVELOPMENT AGREEMENT PROVIDE THAT THE LAWS OF THE STATE OF CALIFORNIA GOVERN THE AGREEMENTS AND THAT LAW MAY NOT PROVIDE YOU WITH THE SAME RIGHTS AND PROTECTIONS AS YOUR LOCAL LAW. YOU MAY WANT TO CONSULT AN ATTORNEY REGARDING COMPARISON OF THESE LAWS.
- 3 IF YOU ARE A CORPORATION, PARTNERSHIP OR LIMITED LIABILITY COMPANY, WE WILL REQUIRE EACH OWNER OF A 10% OR MORE INTEREST IN YOU AND HIS/HER SPOUSE TO SIGN A GUARANTY AND ASSUMPTION OF OBLIGATIONS OF YOUR OBLIGATIONS CAUSING EACH OWNER (AND THE OWNERS' SPOUSE) TO BECOME JOINTLY AND SEVERALLY LIABLE FOR THE OBLIGATIONS UNDER THE FRANCHISE AGREEMENT AND AREA DEVELOPMENT AGREEMENT (IF APPLICABLE). THIS REQUIREMENT PLACES THE PERSONAL AND MARITAL ASSETS OF OWNERS AND SPOUSES AT RISK.

ALL OWNERS OF A 10% OF THE FRANCHISE AND THEIR SPOUSES WILL BE REQUIRED TO EXECUTE PERSONAL GUARANTEES. THIS REQUIREMENT PLACES THE PERSONAL AND MARITAL ASSETS OF THE FRANCHISE OWNER(S) AT RISK.
- 4 THE FRANCHISE AGREEMENT PROVIDES US THE RIGHT TO TERMINATE THE FRANCHISE AGREEMENT IF YOU FAIL TO SELECT A SITE FOR THE PET SALON THAT

MEETS OUR APPROVAL, WITHIN THE TIME PERIOD ALLOTTED UNDER THE FRANCHISE AGREEMENT (FRANCHISE AGREEMENT, SECTION 1 2)

- 5 THE FRANCHISOR HAS BEEN IN EXISTENCE FOR A SHORT PERIOD OF TIME, SINCE APRIL 14, 2014 THEREFORE, THERE IS ONLY A BRIEF OPERATING HISTORY TO ASSIST YOU IN JUDGING WHETHER OR NOT TO MAKE THIS INVESTMENT
- 6 AS A FRANCHISEE, YOU ARE REQUIRED TO MEET A MINIMUM SALES QUOTA AT THE END OF EACH YEAR OF THE PET SALON'S OPERATION UNDER THE FRANCHISE AGREEMENT YOUR FAILURE TO MEET THE MINIMUM SALES QUOTA MAY RESULT IN TERMINATION OF YOUR FRANCHISE AGREEMENT (FRANCHISE AGREEMENT, SECTION 8 9)
- 7 WHILE WE HAVE A FEDERAL REGISTRATION FOR THE TRADEMARK/WORD MARK "SYDNEE'S PET GROOMING," WE DO NOT HAVE A FEDERAL REGISTRATION FOR OUR LOGO (STYLIZED WORD MARK) THEREFORE, THE LOGO TRADEMARK DOES NOT HAVE LEGAL BENEFITS AND RIGHTS AS A FEDERAL REGISTERED TRADEMARK IF THE RIGHT TO USE THE LOGO TRADEMARK IS CHALLENGED, YOU MAY HAVE TO CHANGE TO AN ALTERNATIVE TRADEMARK, WHICH MAY INCREASE YOUR EXPENSES
- 8 THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE

Effective Date See the next page for state effective dates

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