

TARGET METABOLISM FRANCHISE DISCLOSURE DOCUMENT

Target Metabolism Franchising, LLC

An Indiana limited liability company 1642 South Olive Branch Parke Lane Greenwood, IN 46143

Tel.: 800. 539. 8203

Email:

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www.TargetMetabolism.com



The franchise that we offer is for a weight loss center featuring weight loss and wellness programs focused on behavior modification and metabolism. The franchisee will establish, develop and operate, from a commercial retail facility, a weight loss center (a "TARGET METABOLISM Center") that offers and provides non-medical weight loss programs, seminars and services focused on metabolism, diet and behavior modification.

The total investment necessary to begin operation of a TARGET METABOLISM Center ranges from \$152,100 – \$250,900 (*See*, Items 5 and 7 for details). This includes the Initial Fee of \$29,000 that must be paid to the Franchisor or Franchisor's affiliate (see Items 5 and 7 for details). If you are granted any additional franchises – to open an additional TARGET METABOLISM Center - the Initial Fee for each subsequent TARGET METABOLISM Center will be \$25,000. (See, Items 5 and 7 for details).

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 form that is more convenient for you. To discuss the availability of disclosures in different forms, contact Beth Thompson, Target Metabolism Franchising, LLC at 1642 South Olive Branch Parke Lane, Greenwood, IN 46143 and (800) 539. 8203.

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.

The Issuance Date of this Franchise Disclosure Document ("FDD") is: May 8, 2012 (See, the attached State Effective Dates for the specific effective date in your state).



STATE COVER PAGE

Your state may have a franchise law that requires a franchisor to register or file with a state franchise administration 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.

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.

Call the state franchise administrator listed in <u>Exhibit A</u> to this Franchise Disclosure Document for information about the franchisor, about other franchisors, or about franchising in your state.

Please consider the following RISK FACTORS before you buy this Franchise:

- 1. 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 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.
- 2. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE PROSPECTUS. HOWEVER THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS THAT ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS PROSPECTUS.
- 3. THE FRANCHISE AGREEMENT PERMITS YOU TO SUE TARGET METABOLISM FRANCHISING, LLC ONLY IN THE STATE WHERE TARGET METABOLISM FRANCHISING, LLC MAINTAINS ITS CORPORATE HEADQUARTERS WHICH IS CURRENTLY THE STATE OF INDIANA. OUT OF STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST MORE TO SUE TARGET METABOLISM FRANCHISING, LLC IN THE STATE OF INDIANA.
- 4. THE FRANCHISE AGREEMENT STATES THAT INDIANA LAW GOVERNS EACH AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU SHOULD COMPARE THESE LAWS.

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