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THE DAILEY METHOD®

DEPARTMENT OF BUSINESS OVERSIGHT SAN FRANCISCO

## FRANCHISE DISCLOSURE DOCUMENT TDM FRANCHISE COMPANY, LLC A California Limited Liability Company 1599 SIR FRANCIS DRAKE BLVD, #C FAIRFAX, CALIFORNIA 94930 415-713-8440 www thedaileymethod com

TDM Franchise Company, LLC, offers franchises for exercise studios that offer a distinctive, effective and safe program for strengthening and stretching the major muscle groups in the body which combines ballet barre work, core conditioning, stretching and orthopedic exercises known as the "Dailey Method" We offer 2 franchise programs

<u>Single Studio Program</u> Under this program, you will sign a Franchise Agreement to operate one Dailey Method Studio at a site that we approve that you purchase or lease, customize and equip The total investment necessary to begin operations of one Dailey Method Studio is approximately \$189,850 to \$379503,500, which includes \$35,000 to \$37,500 for each Studio that must be paid to us

<u>Area Development Program</u> Under this program, you will sign an Area Development Agreement under which we will assign you a defined area within which you must develop and operate a specified number of Dailey Method Studios within a specified period of time. The total investment necessary to begin operations of 2 - 3 Dailey Method Studios under an Area Development Agreement is approximately \$199211,850 to \$389,500537,000 per Franchised Business, which includes \$4555,000 to \$4767,500 that must be paid to us

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 Doug McIntosh, 1599 Sir Francis Drake Blvd, #C, Fairfax, California 94930, (415) 713-8440

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 <u>www ftc gov</u> for additional information Call your state agency listed on <u>Exhibit FE</u> 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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THE ISSUANCE DATE OF THIS DISCLOSURE DOCUMENT IS MAY 27, 2014\_

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<u>2015</u>



#### FRANCHISE DISCLOSURE DOCUMENT TDM FRANCHISE COMPANY, LLC

#### 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 <u>Exhibit FE</u> 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 MEDIATION AND ARBITRATION ONLY IN LOS ANGELES, CALIFORNIA OUT OF STATE MEDIATION AND ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES IT MAY ALSO COST MORE TO MEDIATE AND ARBITRATE WITH TDM FRANCHISE COMPANY, LLC, IN CALIFORNIA THAN IN YOUR HOME STATE

2 THE FRANCHISE AGREEMENT AND AREA DEVELOPMENT AGREEMENT STATE THAT THE LAW OF THE STATE IN WHICH THE FRANCHISOR HAS ITS PRINCIPAL PLACE OF BUSINESS (WHICH IS CURRENTLY CALIFORNIA) GOVERNS THE AGREEMENTS, 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

Effective Dates See the Next Page for State Effective Dates

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