

FRANCHISE DISCLOSURE DOCUMENT



THE LEARNING EXPERIENCE SYSTEMS LLC,
a Delaware limited liability company
4855 Technology Way, Suite 700
Boca Raton Florida 33431
Telephone: (561) 886-6400
www.thelearningexperience.com

The franchisee (“you”) will operate a childcare center business with the systems, trademarks, procedures and curriculum (“Centers”) that are licensed by The Learning Experience Systems LLC (“we,” “us” or “TLES”) under a franchise agreement with us.

The total investment necessary to begin operation of a Center is between \$495,299 and \$3,585,549 per Center, depending on whether you purchase an existing Center, develop your own Center or retain us to develop your Center. This includes payments that must be paid to the franchisor or affiliate that range from \$529,000 to \$2,630,350 (if you purchase an existing Center), \$166,399 to \$217,749 (if you develop your own Center) and \$269,399 to \$390,249 (if we develop the Center for you).

We also grant development rights to developers which enable them within a designated development area to (a) open, themselves or through affiliates or unaffiliated third parties, no fewer than 30 childcare Centers; (b) to promote the sale of our franchises on our behalf; and (c) service franchisees. The total investment necessary to begin operation as a Zone Developer will range from \$641,500 to \$1,600,000. This includes payments that range from \$400,000 to \$1,500,000 that must be paid to the franchisor or affiliate.

This disclosure document summarizes certain provisions of your Franchise Agreement and Zone Developer 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 governmental 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 our President, Richard S. Weissman, at 4855 Technology Way, Suite 700, Boca Raton, FL 33431, (561) 886-6400.

The terms of your contract will govern your franchise relationship. Do not rely on the disclosure document alone to understand your contract. Read your whole 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, 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.

Issuance Date: April 1, 2014.

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 administrators listed in Exhibit A to this Disclosure Document for more 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 ZONE DEVELOPER AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY LITIGATION ONLY IN THE JUDICIAL DISTRICT WHERE WE HAVE OUR PRINCIPAL PLACE OF BUSINESS (CURRENTLY IN BOCA RATON, FLORIDA) WHEN THE DISPUTE RESOLUTION PROCEDURES ARE BEGUN. OUT-OF-STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO LITIGATE WITH US IN FLORIDA THAN IN YOUR OWN STATE.

*2. THE FRANCHISE AGREEMENT AND ZONE DEVELOPER AGREEMENT STATE 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. FROM 2003 THROUGH DECEMBER 31, 2013, WE HAVE GRANTED 286 FRANCHISES; 114 SUCH GRANTS WERE REFUNDED DUE TO LACK OF SITE LOCATION AND/OR WERE TERMINATED PRIOR TO OPENING, LEAVING A NET GRANT OF 172 FRANCHISES (INCLUDING MULTIPLE UNIT GRANTS). OF THIS AMOUNT, 100, OR 58%, HAVE OPENED A CENTER, 45, OR 26%, ARE UNDER DEVELOPMENT AND CURRENTLY IN THE PROCESS OF OPENING A CENTER, AND 27, OR 16%, ARE IN THE PROCESS OF IDENTIFYING A SUITABLE SITE LOCATION FOR A CENTER. YOU SHOULD CONSIDER THIS WHEN MAKING YOUR DECISION TO PURCHASE A FRANCHISE.

4. YOU WILL RECEIVE A PROTECTED TERRITORY WITHIN WHICH WE WILL NOT ESTABLISH OR OPERATE A CENTER OR PERMIT OTHERS TO DO SO. HOWEVER, YOUR TERRITORY WILL NOT BE EXCLUSIVE; WE AND OTHERS MAY ENGAGE IN CERTAIN ACTIVITIES WITHIN YOUR TERRITORY INCLUDING, UNDER CERTAIN CIRCUMSTANCES, THE OPERATION OF CHILDCARE CENTERS LOCATED WITHIN CORPORATE OFFICES THAT OFFER CHILDCARE SERVICES ONLY TO EMPLOYEES. TO DATE, WE HAVE NOT OPENED ANY CHILDCARE CENTERS AT CORPORATE OFFICES WITHIN ANY FRANCHISEE'S PROTECTED TERRITORY.

5. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

* Local law may supersede these agreement provisions. Certain states require the superseding provisions to appear in an addendum to this disclosure document (see Exhibit D).

STATE EFFECTIVE DATES

The following states require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.

This Franchise Disclosure Document is registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

STATES	EFFECTIVE DATE
California	April 8, 2014
Florida	April 1, 2014
Hawaii	April 7, 2014
Illinois	March 31, 2014
Indiana	March 31, 2014
Maryland	April 8, 2014
Michigan	July 18, 2014
Minnesota	April 3, 2014
New York	April 17, 2014
North Dakota	April 24, 2014
Rhode Island	April 1, 2014
South Dakota	March 31, 2014
Utah	March 31, 2014
Virginia	April 16, 2014
Washington	May 6, 2014
Wisconsin	March 31, 2014

This is a document preview downloaded from FranchisePanda.com. The full document is available for free by visiting: <https://franchisepanda.com/franchises/the-learning-experience>