
FRANCHISE DISCLOSURE DOCUMENT

(Single-Outlet Franchise)



Zoo Franchise Corp.
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Zoo Franchise Corp.
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The franchised business you will own and operate is an affordable fitness center that sells 1, 2 or 3-year contract terms and non-contract memberships are available with dues payable monthly or cash memberships paid in advance either under the names “Zoo Health Club” or “Zoo Express Health Club” depending on the size of the center (“Outlet”). The Zoo Express Health Club starts at 1,500 square feet to 3,500 square feet. The Zoo Health Club starts at 10,000 sq. feet to 15,000 square feet. The information disclosed in the FDD is applicable to both Zoo Express Health Club and The Zoo Health Club.

The total investment necessary to begin operation of a Zoo Express Health Club ranges from \$48,399 to \$189,249 based on equipment lease package and \$73,899 to \$278,499 based on equipment purchase. This includes \$14,999 to \$34,999 that must be paid to the franchisor or affiliate.

The total investment necessary to begin operation of a Zoo Health Club ranges from \$122,649 to \$344,999 based on equipment lease package and \$235,149 to \$644,999 based on equipment purchase. This includes \$14,999 to \$34,999 that must be paid to the franchisor or affiliate.

This Franchise Disclosure Document summarizes certain provisions of your Franchise Agreement and other information in plain English. Read this Franchise Disclosure Document and all accompanying agreements carefully. You must receive this Franchise Disclosure Document at least 14 calendar-days before you sign a binding agreement with, or make any payment to, us or our affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this Franchise Disclosure Document.**

The terms of your contract will govern your franchise relationship. Don't rely on this Franchise Disclosure Document alone to understand your contract. Read your entire contract carefully. Show your contract and this Franchise Disclosure Document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this Franchise 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 Franchise 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, N.W., 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 date of issuance of this Franchise Disclosure Document is April 26, 2017.

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 OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT. Call the state franchise administrator listed in Exhibit B 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 REQUIRES YOU TO RESOLVE DISPUTES WITH US ONLY IN FLORIDA. OUT OF STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO SUE 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. WE DO NOT HAVE CERTAIN TRADEMARKS FOR “ZOO HEALTH CLUB EXPRESS” ON THE PRINCIPAL REGISTER OF THE U.S. PATENT AND TRADEMARK OFFICE. THEREFORE, THIS TRADEMARK DOES NOT HAVE MANY LEGAL BENEFITS AND RIGHTS AS A FEDERALLY REGISTERED TRADEMARK. IF OUR RIGHT TO USE THIS TRADEMARK IS CHALLENGED, YOU MAY HAVE TO CHANGE TO AN ALTERNATIVE TRADEMARK, WHICH MAY INCREASE YOUR EXPENSES.

4. YOU MUST EXTEND MEMBERSHIP RECIPROCITY TO MEMBERS OF OTHER HEALTH CLUBS OWNED BY OTHER FRANCHISEES. THESE MEMBERS WILL HAVE THE SAME ACCESS AND PRIVILEGES TO YOUR HEALTH CLUB AS YOUR OWN PAYING MEMBERS AND THEY MAY DO SO WITHOUT PAYING YOU ANY FEES.

5. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

Effective Date: See the next page for state effective dates.

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