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Preface to California Franchise Disclosure Document

- 1 THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT
- 2 Neither the Franchisor, nor any person listed under Item 2 of the UFDD is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U S C A 78a et seq , suspending or expelling such persons from membership in such association or exchange
- 3 California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination or non-renewal of a franchise If the franchise agreement contains a provision that is inconsistent with the law, the law will control
 - a The franchise agreement provides for termination upon bankruptcy This provision may not be enforceable under federal bankruptcy law (11 U S C A Sec 101 et seq)
 - b The franchise agreement contains a covenant not to compete which extends beyond the termination of the franchise This provision may not be enforceable under California law
 - c The franchise agreement contains a liquidated damages clause Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable
 - d The franchise agreement requires binding arbitration The arbitration will occur at Lynchburg, Virginia Arbitration fees shall be shared equally and the prevailing party shall be entitled to their attorney fees Should there be no prevailing party, each party shall pay their own attorney fees

Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040 5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California

- e The franchise agreement requires application of the laws of Virginia This provision may not be enforceable under California law

FRANCHISE DISCLOSURE DOCUMENT



Thriveworks®

Thriveworks Franchising, LLC
1000 Jefferson St , Suite 2C, Lynchburg, VA 24504
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The Franchise offered is for the operation of a therapy center that offers counseling and mental health services as a comprehensive solution for people of all ages to help improve their happiness, relationships and overall life success. Each center will specialize in providing professional counseling and mental health services and up-to-date treatment techniques through licensed mental health professionals. This is a client-centric counseling and life coaching business dedicated to empowering clients to get to the next level of their personal and professional lives, under the name “Thriveworks®”

The Initial Franchise Fee is \$10,000 to convert an existing practice into a Thriveworks® center (“Conversion Model”) or \$20,000 for a new startup center (“Standard Model”) with exclusive rights to operate in a specific area as defined by us. Additional franchises will be available for a reduced fee of \$5,000 per Franchise. The total investment necessary to begin operation of a Thriveworks® Franchise ranges from \$16,700 to \$31,800 for a Conversion Model and from \$36,100 to \$79,282 for a Standard Model which will depend on a number of factors that are fully discussed in Item 7. This includes the Initial Franchise Fee of \$10,000 for a Conversion Model or \$20,000 for a Standard Model (as discussed in Item 5) that must be paid to Thriveworks Franchising LLC or an 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 payment to, the franchisor or any 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

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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 contracts 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.

We currently do not engage the services of franchise brokers.

There may also be laws on franchising in your state. Ask your state agencies about them.

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