

FRANCHISE DISCLOSURE DOCUMENT



Town Planner Franchising, Inc
DBA Town Planner®
An Ohio Corporation
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DEPARTMENT OF CORPORATIONS
RECEIVED LOS ANGELES OFFICE

MAR 25 2013

You will acquire the rights to sell marketing pieces to individuals and business entities in an Exclusive Territory

The estimated total investment necessary to begin operation of Town Planner® franchise ranges from \$30,050 - \$91,600 This includes \$15,000 - \$63,000 that must be paid to the franchisor or affiliate

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 governmental agency has verified the information contained in this document.**

You may also receive your disclosure document in another format that is more convenient to you To discuss the availability of disclosures in different formats, contact Town Planner Franchising, Inc at 7271 Engle Road, Suite 309, Cleveland, Ohio 44130 and (440) 243-1229

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 an accountant

Buying a franchise is a complex investment The information in this 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

Date of Issuance January 1, 2013, amended February 1, 2013

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**

Call the state franchise administrator listed in Exhibit D for information about the franchisor, about other franchisors, 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 MEDIATE ANY DISPUTE AT A LOCATION WHERE WE HAVE OUR PRINCIPAL OFFICE THE FRANCHISE AGREEMENT ALSO REQUIRES YOU TO RESOLVE DISPUTES WITH US THAT ARE NOT OTHERWISE SETTLED BY ARBITRATION ONLY WHERE WE HAVE OUR PRINCIPAL OFFICE ALSO, THE FRANCHISE AGREEMENT SAYS THAT ANY LITIGATION BETWEEN YOU (AND CERTAIN RELATED PARTIES) AND US RELATING TO THE FRANCHISE AGREEMENT MAY (AND IN THE CASE OF LITIGATION BROUGHT AGAINST US MAY ONLY) BE BROUGHT WHERE WE HAVE OUR PRINCIPAL OFFICE OUR PRINCIPAL OFFICE IS CURRENTLY LOCATED IN CUYAHOGA COUNTY, OHIO OUT-OF STATE ARBITRATION OR LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES IT MAY ALSO COST YOU MORE TO ARBITRATE OR LITIGATE WITH US IN OHIO
- 2 THE FRANCHISE AGREEMENT STATES THAT OHIO 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 YOU MUST MAIL A MINIMUM OF 10,000 CALENDARS IN YEAR ONE OF YOUR OPERATION, YOU MUST INCREASE YOUR MINIMUM PRODUCTION BY 10,000 CALENDARS EVERY FOLLOWING YEAR UNTIL YOU REACH THE FULL AMOUNT OF YOUR PURCHASED TERRITORY HOUSEHOLD COUNT FOR ALL FOLLOWING YEARS OF THE OPERATION YOU MUST PRINT THE TOTAL NUMBER OF HOUSEHOLDS PURCHASED MINIMUM STANDARDS WILL BE ADJUSTED AND RAISED PROPORTIONATELY, BASED ON THE NUMBER OF ADDITIONAL HOUSEHOLDS PURCHASED IN ALL YEARS OF OPERATION, IF YOU FAIL TO MEET THE MINIMUM STANDARDS IN ANY 12- MONTH PERIOD, WE MAY TERMINATE YOUR FRANCHISE AGREEMENT, REQUIRE YOU TO REASSIGN TO US THE HOUSEHOLDS NOT MEETING THE MINIMUM STANDARDS OR YOU MAY PAY THE PROJECTED ROYALTIES THAT WOULD BE DUE DURING THAT YEAR TO STAY CURRENT
- 4 SPOUSE(S) OF FRANCHISE OWNERS MUST EXECUTE A PERSONAL GUARANTY MAKING SUCH SPOUSE(S) JOINTLY AND SEVERALLY LIABLE FOR ALL OBLIGATIONS OF THE FRANCHISE WHETHER OR NOT SUCH SPOUSES ARE INVOLVED IN THE OPERATION OF THE FRANCHISE BUSINESS NOTE THAT THIS REQUIREMENT PLACES THE PERSONAL ASSETS OF THE FRANCHISE OWNER AND SPOUSE(S) AT

RISK

5 THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE

We use the services of one or more FRANCHISE BROKERS or referral sources to assist us in selling our franchise. A franchise broker or referral source is our agent and represents us, not you.

We pay this person a fee for selling our franchise or referring you to us. You should be sure to do your own investigation of the franchise.

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