

## RECCIVED

## FRANCHISE DISCLOSURE DOCUMENT

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Tronzon®

NATIONAL AUCTIONS LOCAL EXPERTISE

TRANZON, LLC
A Virginia Limited Libility Company of the San Francisco
Portland, ME 04101
(866) 872-6966
(207) 874-2600
dwarren@tranzon.com

As a Tranzon® franchisee, you will operate a business providing auction and other accelerated marketing services, primarily for real estate, but occasionally for business and personal property assets, using a competitive bidding process, such as live auctions, sealed bid auctions, on-line auctions and hybrid auction methodologies

The total investment necessary to begin operation of a Tranzon franchised business ranges from \$27,500 to \$131,000 This includes \$16,000 that must be paid to franchisor

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, 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

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 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, DC 20580. You can also visit the FTC's home page at <a href="https://www.tic.gov">www.tic.gov</a> for additional information. Call your state agency or visit your public library for other sources of information on franchising

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

Issuance Date

October 21, 2015



## 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 administrator listed in Exhibit D 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

- THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY MEDIATION OR LITIGATION ONLY IN VIRGINIA OUT OF STATE MEDIATION OR LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES IT MAY ALSO COST YOU MORE TO MEDIATE OR LITIGATE WITH US IN VIRGINIA THAN IN YOUR OWN STATE
- THE FRANCHISE AGREEMENT STATES THAT VIRGINIA LAW GOVERNS THE FRANCHISE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW YOU MAY WANT TO COMPARE THESE LAWS
- THE TERRITORY IS NOT EXCLUSIVE YOU MAY FACE COMPETITION FROM OTHER FRANCHISEES, FROM FRANCHISOR OWNED OUTLETS OR FROM OTHER CHANNELS OF DISTRIBUTION OR COMPETITIVE BRANDS FRANCHISOR CONTROLS
- THE FRANCHISE AGREEMENT CONTAINS PROVISIONS THAT LIMIT FRANCHISEE'S RIGHTS AND MAY NOT BE ENFORCEABLE IN CALIFORNIA, INCLUDING BUT NOT LIMITED TO A TIME LIMIT TO RAISE CLAIMS AGAINST THE FRANCHISOR, LIMITATION OF DAMAGES AND WAIVER OF JURY TRIAL
- 5 THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE

Effective Dates See next page for effective dates in various jurisdictions



## STATE EFFECTIVE DATES

This disclosure document is effective as of the issuance date for use in the following states. Alabama, Alaska, Arizona, Arkansas, Colorado, Connecticut, Delaware, Georgia, Idaho, Iowa, Kansas, Louisiana, Maine, Massachusetts, Mississippi, Missouri, Montana, Nevada, New Hampshire, New Jersey, New Mexico, North Carolina, Ohio, Oklahoma, Oregon, Pennsylvania, South Carolina, Tennessee, Vermont, West Virginia, Wisconsin (offers only), Wyoming, District of Columbia, American Samoa, Federated States of Micronesia, Guam, Marshall Islands, Northern Mariana Islands (including Saipan), Palau, Puerto Rico and U.S. Virgin Islands

This disclosure document is effective as of the issuance date for use in the following state, where the franchisor filed a 1-time notice on the date indicated

Kentucky November 9,2015 Texas October 28, 2015

This disclosure document is effective as of the issuance date for use in the following state, where the franchisor has filed an annual notice, effective on the date indicated

Florida October 28, 2015

This disclosure document is effective as of the date that the disclosure document was filed, registered or exempt from registration for use in each of the following states

California [\_\_\_\_]
Illinois November 17, 2015
Maryland December 2, 2015
Virginia December 9, 2015

This disclosure document is not effective, and may not be used in the following states, where it is not filed, registered or exempt from registration under state franchise law Hawaii, Indiana, Michigan, Minnesota, Nebraska, New York, North Dakota, Rhode Island, South Dakota, Utah, Washington and Wisconsin (for sales)

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