



FRANCHISE DISCLOSURE DOCUMENT

Upper Cervical Health Centers, Inc.
 a North Carolina corporation
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 Web Page: <http://www.UCHCA.com>

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SECURITIES

The franchisee will operate an Upper Cervical Health Centers of America® Chiropractic Practice focusing on Upper Cervical Care.

The total investment necessary to begin operation of an Upper Cervical Health Centers of America® Chiropractic Practice is as follows:

	Low	High	Amount paid to franchisor
Standard Franchise	\$36,110	\$126,240	\$14,000
Incubator Franchise	\$27,350	\$125,100	\$2,000

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 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 or grant. **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 disclosure in different formats, contact Billy Doherty at Upper Cervical Health Centers, Inc., 10816 Black Dog Lane, Suite 120, Charlotte, NC 28214.

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 accountant.

Buying a franchise is a complex investment. The information in this Disclosure Document can help you make up you 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 20850. You can also visit the FTC's home page at www.ftc.gov. For additional information, call you 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: May 31, 2013

STATE COVER PAGE

Your state may have a franchise law that requires a franchisor to register or file with a state franchisor 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 FRANCHISE DISCLOSURE DOCUMENT.

Call the state administrator listed in EXHIBIT A 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 THAT ALL DISAGREEMENTS BE SETTLED BY MEDIATION, ARBITRATION OR LITIGATION IN NORTH CAROLINA. OUT-OF-STATE MEDIATION, ARBITRATION OR LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST MORE TO MEDIATE, ARBITRATE OR LITIGATE WITH US IN NORTH CAROLINA THAN IN YOUR HOME STATE.
2. THE FRANCHISE AGREEMENT STATES THAT NORTH CAROLINA 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. THE FRANCHISOR IS A START-UP COMPANY THAT WAS FORMED ON APRIL 10, 2007 AND HAS ONLY JUST BEGUN TO OFFER FRANCHISES. THEREFORE, THERE IS ONLY BRIEF OPERATING HISTORY TO ASSIST YOU IN JUDGING WHETHER TO MAKE THIS INVESTMENT.
4. THERE IS NO EXCLUSIVE TERRITORY ASSOCIATED WITH THIS FRANCHISE. THEREFORE, WE AND OTHER FRANCHISEES MAY DIRECTLY COMPETE WITH YOU.
5. THIS FRANCHISE OFFERING IS FOR CHIROPRACTORS WHO MUST BE DULY LICENSED BY THE STATE IN WHICH THEY PRACTICE. PRACTICE MUST BE LIMITED TO "UPPER CERVICAL CARE."

THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

As of the date of the Disclosure Document, we do not use the services of any FRANCHISE BROKERS or referral sources to assist us in selling our franchise. However, we may use the services of franchise brokers or referral sources in the future. If we do so, the franchise broker or referral source will represent us, not you. We will 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.

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

STATE EFFECTIVE DATES

The following states require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: Michigan, Texas, Florida, Kentucky, Illinois, Washington, Minnesota, South Dakota, Virginia

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:

<u>State</u>	<u>Effective Date</u>	<u>State</u>	<u>Effective Date</u>
Michigan	May 20, 2012	Minnesota	May 14, 2012
Texas	October 24, 2010	South Dakota	August 24, 2012
Florida	April 21, 2013	Kentucky	October 25, 2007
Illinois	April 30, 2012	Washington	May 29, 2012
Virginia	April 25, 2013		

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