

FRANCHISE DISCLOSURE DOCUMENT**RECEIVED****MAR 28 2014**

Dept of Business Oversight

Villa La Paws, LLC
an Arizona limited liability company
10640 North 32nd Street
Phoenix, Arizona 85028
(888) 588-RUFF (7833) Option 7
(602) 442-RUFF (7833)
www.villalapaws.com



This franchise is for the operation of a cage-free pet services outlet offering dog daycare services, dog boarding services, cat boarding, grooming, dog training, pet transport, the retail sale of merchandise and assorted other services and products that are common in the pet industry under the name and mark "Villa La Paws"

The total investment necessary to begin operation of a standard Villa La Paws franchise is \$214,500 to \$502,500 This includes between \$33,500 to \$35,500 that must be paid to the franchisor and/or its affiliate, as appropriate

The total investment necessary to begin operation of a conversion Villa La Paws franchise is \$43,000 to \$145,500 This includes \$28,000 that must be paid to the franchisor and/or its affiliate, as appropriate

We also offer to certain qualified people the right to become an Area Representative An Area Representative will be required to pay an Area Representative Rights fee from \$45,504 to \$398,952 that will be determined by the demographics in the selected Development Area The Area Representative must establish a regional office for its business and it must own and operate a Standard Franchise

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 the 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 government 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 Tom Murray at 10640 North 32nd Street, Phoenix, Arizona 85028 and (602) 442-7833

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 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.

Issuance Date March 27, 2014

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 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 AND AREA REPRESENTATIVE AGREEMENT REQUIRE YOU TO RESOLVE DISPUTES WITH US BY ARBITRATION OR LITIGATION ONLY IN ARIZONA. OUT OF STATE ARBITRATION OR LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT. IT MAY ALSO COST MORE TO ARBITRATE OR LITIGATE WITH US IN ARIZONA THAN IN YOUR OWN STATE.
- 2 THE FRANCHISE AGREEMENT AND AREA REPRESENTATIVE AGREEMENT STATE THAT ARIZONA LAW GOVERNS THE AGREEMENTS, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
- 3 THE FRANCHISOR WILL NOT GRANT AN EXCLUSIVE TERRITORY IN THE AREA DEVELOPMENT AGREEMENT.
- 4 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 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.

Effective Date May 9, 2013
FOR USE ONLY IN THE STATE OF CALIFORNIA

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