
ALASKA BUSINESS OPPORTUNITY REGISTRATION CHECKLIST

BEFORE SUBMITTING YOUR REGISTRATION PACKET, PLEASE VERIFY THAT YOU HAVE INCLUDED ALL OF THE DOCUMENTS REQUIRED BY AS 45.66.020 BY PLACING A CHECKMARK NEXT TO THE ITEMS LISTED BELOW. PLEASE INCLUDE THIS CHECKLIST WITH YOUR PACKET.

1. Alaska Business Opportunity Registration Application, including consent for service of process, statement regarding accuracy of information, and statement of compliance, with: _____
 - Exhibit 1: Business organization documents _____
 - Exhibit 2: Advertising and promotional materials _____
2. Alaska Business Opportunity Disclosure Statement and exhibits: _____
 - Exhibit A: Copy of purchase contract _____
 - Exhibit A(1) (Optional): Other agreements _____
 - Exhibit B: Financial Statement _____
3. A Surety Bond in the amount of \$75,000. _____
4. Annual filing fee of \$300 or renewal fee of \$150 (Fees must be made by cashier's check or money order payable to the State of Alaska) _____

**Send your registration packet to: Alaska Department of Law
Commercial and Fair Business Section
1031 W. 4th Avenue, Suite 200
Anchorage, Alaska 99501
(907) 269-5100**

**ALASKA BUSINESS OPPORTUNITY REGISTRATION
AND REGISTRATION RENEWAL APPLICATION**

Sellers of business opportunities must register with the State of Alaska at least 30 days prior to conducting business in the State. To register, sellers must complete this application and comply with the other requirements of AS 45.66.020. Sellers who wish to renew their registration should complete this application as well.

1. The name of the seller: _____
Mailing address: _____
Physical address: _____
Phone number: _____
Fax number: _____
Email address and website address _____
 - a. Names and principal addresses of other business opportunities offered by seller within the last 24 months: _____

 - b. The name under which the seller intends to conduct business during the registration period. _____

 - c. The name and address of any parent or affiliated company: _____

2. Please describe the nature of business opportunity the seller will be offering, including a description of the products, equipment, supplies, training, or services to be provided to the buyer. Please attach an additional sheet if necessary. _____

3. Please state the total costs involved in purchasing the business opportunity. _____

4. The seller's business is a: (check one)
(a) Corporation. It is incorporated in: (list state or country): _____

- (b) Partnership. We are a partnership under the laws of: _____
- (c) Sole proprietorship. The proprietor is: _____

 Date of birth: _____
 Driver's license number and state where issued: _____
- (d) Other kind of business organization. Describe in detail (use additional sheet of paper if necessary): _____

Attach as **Exhibit 1** a copy of the articles of incorporation, partnership agreement, or other documentation describing the business organization.

5. Please describe how the seller will be offering, advertising, or promoting the business opportunity. _____

6. Please state the names of any newspapers, publications, and radio and/or television stations where the advertisements or promotional materials will appear.

7. Please mark and attach as **Exhibit 2** copies of all brochures, pamphlets, advertising, pages downloaded from the seller's website, and other materials to be used in promoting or offering the business opportunity. If the business opportunity will be promoted on radio, television or through telephone solicitations, please provide all scripts that will be used.
8. (a) List the states in which the business opportunity is currently registered or in which registration is pending. _____

- (b) List the states, if any, which have refused to register or renew the business opportunity the seller will be offering, or which have revoked or suspended the right to offer the business opportunity, or where an application for registration has been withdrawn. _____

9. For each owner, officer, director, partner, or any other person responsible for the seller's business activities, state the following:

a. Name: _____
Title or Position: _____
Date of Birth: _____
Residential address: _____
Day and evening telephone numbers: _____

b. Name: _____
Title or Position: _____
Date of Birth: _____
Residential address: _____
Day and evening telephone numbers: _____

c. Name: _____
Title or Position: _____
Date of Birth: _____
Residential address: _____
Day and evening telephone numbers: _____

10. For each of the seller's employees, agents, contractors, or other representatives who will be engaged in the offer or sale of the business opportunity in the state during the registration period, state:

a. Name: _____
Title or Position: _____
Date of Birth: _____
Residential address: _____
Day and evening telephone numbers: _____

b. Name: _____
Title or Position: _____
Date of Birth: _____
Residential address: _____
Day and evening telephone numbers: _____

11. For each person listed in response to Questions 9 and 10, list any civil, criminal, or administrative action or proceeding involving allegations of fraud, theft, embezzlement, fraudulent conversion, misappropriation of property, the use of untrue or misleading representations in an attempt to sell or dispose of real or personal property, violations of franchise or business opportunity laws, violations of telephonic solicitation laws, violations of charitable solicitation laws, unfair or deceptive business practices, or violations of securities or investment laws: _____

12. For each action or proceeding listed above, state the nature of and parties to the action or proceeding, the court or other forum, the date of the institution of the action, the docket or case number the status of the action or proceeding, the terms and conditions of any order or decree, the penalties or damages assessed, and the terms of any settlement: _____

13. For each person listed in response to Questions 9 and 10, state the name and case number of any actions in which the person has filed in bankruptcy, been adjudged bankrupt, been reorganized due to insolvency, or where an individual was an owner, principal officer or general partner or any other person that has so filed or was so adjudged or reorganized within seven years preceding the date of this disclosure statement: _____

14. Submit a copy of the disclosure statement required by AS 45.66.080

15. Submit a copy of the written contract required by AS 45.66.090.

16. Submit proof of the surety bond required by AS 45.66.060.

17. Submit the registration fee of \$300 or a renewal fee of \$150 required by 9 AAC 16.050.

Please note that registration is not complete until the seller has received an acknowledgement from the Department of Law that the seller is registered under AS 45.66.010 or has renewed its registration under AS 45.66.030.

If there is a material change in the registration information that the seller has provided to the Department of Law, the seller must notify the Department of the change within 10 days after the change by completing a Notice of Material Change in Registration.

Finally, please be aware that there are criminal penalties for failing to comply with Alaska's business opportunity laws. A seller who recklessly violates AS 45.66.010 - 66.060, AS 45.66.080 - 66.110, or AS 45.66.150 is guilty of a **class C felony** and is subject to a maximum of 5 years in jail and a fine of \$10,000. A seller who recklessly violates AS 45.66.130(e), AS 45.66.140 or AS 45.66.170, is guilty of a **class A misdemeanor** and is subject to a maximum of one year in jail and a fine of \$5,000.

CONSENT TO SERVICE OF PROCESS

AS 45.66.020(a)(3) requires a person registering to sell a business opportunity to file with the department an irrevocable consent appointing the department as the person's agent for the receipt of service of process in a court action or other proceeding against the person, or the successor in interest of the person, for a violation of AS 45.66.

The undersigned, _____, for the purpose of complying with AS 45.66.020(a)(3), hereby irrevocably appoints the Department of Law as the agent for the receipt of service of any notice, process, or pleading in any action or proceeding against it arising out of or in connection with the offer to sell, or sale of, a business opportunity.

Dated this ____ day of _____, 200__.

Signature

Name (printed or typed)

Title

It is requested that a copy of any notice, process, pleading served under this section be mailed to:

Name

Title

Address

CERTIFICATION REGARDING ACCURACY OF INFORMATION AND REGARDING COMPLIANCE WITH BUSINESS OPPORTUNITY LAWS.

This section of the application must be signed by all owners and executive officers if the applicant is a corporation, or by general and managing partners if the applicant is a partnership, by the individual if the applicant is a sole proprietor, or by any other individual with similar ownership, management, or supervisory functions with respect to the applicant.

By signing the Business Opportunity Application Form, the undersigned _____, under penalty of unsworn falsification in violation of AS 11.56.210, certifies that the information provided in the Application Form, in the Disclosure Statement, and in any accompanying exhibits is true and correct.

In addition, the undersigned, _____, certifies that he/she/they has/have read AS 45.66.010 – 45.66.900, the Sale of Business Opportunities, and the regulations found at 9 AAC 16 of the Alaska Administrative Code, and agree(s) to comply with all provisions of the statute and regulations.

Dated this ____ day of _____, 200__.

Signature

Name (printed or typed)

Title

Dated this ____ day of _____, 200__.

Signature

Name (printed or typed)

Title

Dated this ____ day of _____, 200__.

Signature

Name (printed or typed)

Title

ALASKA BUSINESS OPPORTUNITY DISCLOSURE STATEMENT

Sellers of business opportunities must complete this disclosure statement as part of the registration process. Sellers should attach additional sheets as necessary in order to thoroughly answer all questions.

Once a seller is registered, a seller must provide this completed disclosure statement to a buyer at least 10 days before the buyer signs a written purchase contract or at least 10 days before the buyer provides payment or other consideration to the seller, whichever event occurs first. The seller must give the buyer a receipt that has the buyer's signature and the date the buyer received the disclosure statement. The buyer should retain the original receipt and the seller must retain a copy.

1. The name of the seller: _____
Mailing address: _____
Physical address: (not a mailbox) _____
Telephone number: _____ Fax number: _____
E-mail address: _____
 - a. The seller is: a sole proprietor, partnership, corporation or other. (Circle one)
If other, please identify. _____
 - b. The name and address of any parent or affiliated company: _____

 - c. The names under which the seller intends to conduct business during the registration period: _____

 - d. The names under which the seller has conducted business within the past five years: _____

2. Describe the business opportunity being offered: _____

3. The Internet website address for the business opportunity: _____
4. For each owner, officer, director, partner or any other person responsible for the seller's business activities, state the following:

a. Name: _____ Title or Position: _____
Date of Birth: _____
Residential address: _____
Day and evening telephone numbers: _____

b. Name: _____ Title or Position: _____
Date of Birth: _____
Residential address: _____
Day and evening telephone numbers: _____

c. Name: _____ Title or Position: _____
Date of Birth: _____
Residential address: _____
Day and evening telephone numbers: _____

5. For each of the seller's representatives who will be engaged in the offer or sale of the business opportunity in the state during the registration period, state:

a. Name: _____ Title or Position: _____
Date of Birth: _____
Residential address: _____
Day and evening telephone numbers: _____

b. Name: _____ Title or Position: _____
Date of Birth: _____
Residential address: _____
Day and evening telephone numbers: _____

6. For each person listed in Questions 4 and 5, describe:

a. Name _____. The person's business experience related to business opportunities, including principal occupations and employers, for the ten year period preceding the date of this disclosure statement:

b. Name _____. The person's educational and professional backgrounds including, the names of institutions attended and degrees received, and/or any other information that will demonstrate sufficient

qualifications to sell the business opportunity and perform the services proposed: _____

7. For the seller and each person named in Questions 4 and 5:

a. Name _____. List any civil, criminal, or administrative action or proceeding involving allegations of fraud, theft, embezzlement, fraudulent conversion, misappropriation of property, the use of untrue or misleading representations in an attempt to sell or dispose of real or personal property, violations of franchise or business opportunity laws, violations of telephonic solicitation laws, violations of charitable solicitation laws, unfair or deceptive business practices, or violations of securities or investment laws: _____

b. For each response to (a) above, state the nature of and parties to the action or proceeding, the court or other forum, the date of the institution of the action, the docket or case number the status of the action or proceeding, the terms and conditions of any order or decree, the penalties or damages assessed, and the terms of any settlement: _____

c. If neither the seller nor any person named in Questions 4 and 5 has listed any actions or proceedings in response to Question 6(a), please verify that no person or entity listed in Questions 1, 4, and 5 is the subject of any such proceeding by placing an "X" here: [] .

8. For the seller and for each person named in Questions 4 and 5, state the name and case number of any actions in which the individual or entity has filed in bankruptcy, been adjudged bankrupt, been reorganized due to insolvency, or where an individual was an owner, principal officer or general partner or any other person that has so filed or was so adjudged or reorganized within seven years preceding the date of this disclosure statement: _____

9. If neither the seller nor any person named in Questions 4 and 5 has listed any bankruptcy actions in the last seven years in response to Question 8, please verify that no person or entity listed in Questions 1, 4 and 5 is, or has been, the subject of such a proceeding in the last seven years by placing an "X" here: [].

10. The name, address and description of any business opportunity previously offered by the seller in the past five years:

a. Name: _____ Address: _____
Description _____
Length of time seller offered this business opportunity _____

b. Name: _____ Address: _____
Description _____
Length of time seller offered this business opportunity _____

c. Name: _____ Address: _____
Description _____
Length of time seller offered this business opportunity _____

11. State the length of time the current business opportunity has been offered: _____

12. List other states where the current business opportunity has been offered: _____

13. State the total contract amount to be paid by the buyer for the business opportunity:

a. The initial payment to be paid by the buyer: _____

b. All other payments to be paid by the buyer, and the schedule of those payments:

14. Any down payment more than 20% of the initial payment must be placed in an escrow account. The financial institution where the escrow account will be held is:

15. Describe in detail any training the seller agrees to provide for the buyer, including the length of the training and an itemization of all costs to be covered by any fee to be charged for training:_____
- _____
- _____
16. Describe in detail the services the seller agrees to perform in connection with the placement of equipment, products or supplies at a location, including any agreement necessary to place or operate equipment, products or supplies on premises that are not owned or leased by the purchaser or seller:_____
- _____
- _____
17. List any licenses or permits necessary for the buyer to engage in or operate the business opportunity:_____
- _____
18. The seller has secured a surety bond as required by AS 45.66.060(a). The bond is issued by:
- a. _____
- Name of Surety Company
- b. _____
- Address of Surety Company
- _____
- c. Bond Number

NOTE TO BUYERS:

BEFORE SIGNING A CONTRACT OR AGREEMENT TO PURCHASE THIS BUSINESS OPPORTUNITY, YOU SHOULD CHECK WITH THE SURETY COMPANY NAMED ABOVE TO DETERMINE THE BOND'S CURRENT STATUS.

19. State the seller's representations to the buyer concerning sales or earnings that may be made from this business opportunity:_____
- _____
- a. State the basis for these representatives, including the basis for any actual, average, projected or forecasted sales, profits, income or earnings:_____
- _____

- b. Describe in detail the economic risks associated with the business opportunity:

- c. State the total number of buyers who purchased the business opportunity in the three years prior to the date of the disclosure statement: _____

- d. State the total number of buyers from (c) above who have actually received earnings in the amount or range specified: _____
20. Describe the elements of any guarantee, including the duration, terms, scope, conditions and limitations made by the seller to the buyer regarding the business opportunity: _____

21. List the names and addresses of buyers who have requested cancellation of their contracts and/or requested or received a refund from the seller within the last 12 months: _____

22. State the total number of sales of the business opportunity the seller expects to make in the state during the registration period: _____
23. Describe any contractual restrictions, prohibitions or limitations on the buyer's conduct in purchasing or operating the business opportunity: _____

24. Attach and mark as **Exhibit A** the purchase agreement required by AS 45.66.090. If any other contracts or agreements will be used in conjunction with the business opportunity, including lease agreements or option agreements, attach and mark these as **Exhibit A(1)**.
25. Describe the rights and obligations of the seller and the buyer regarding termination of the business opportunity contract: _____

26. Attach and mark as **Exhibit B** a copy of the most recent audited financial statement of the seller, prepared within 13 months of the first offer in this state, together with a statement of any material changes in the financial condition of the seller following the preparation of the audited financial statement. If an audited financial statement is not available, state why it is not available and provide the most recent unaudited financial statement:_____

27. List the states in which the seller has registered this or a similar business opportunity:_____

28. List the states which have denied, suspended or revoked the registration of this or a similar business opportunity:_____

This disclosure statement was prepared by the undersigned, _____, who under penalty of unsworn falsification in violation of AS 11.56.210, certifies that the information provided in the disclosure statement is true and correct, and that the accompanying exhibits are true and correct copies of the originals.

Name (print or type)

Signature

Title

Date

ALASKA BUSINESS OPPORTUNITY BOND

The principal, _____, and surety, _____, agree and acknowledge that they are held and bound unto the STATE OF ALASKA in the sum of Seventy Five Thousand Dollars (\$75,000) for the payment of which sum, principal and surety bind themselves and their respective heirs, executors, administrators, successors, and assigns jointly and severally. The condition of this obligation is that the principal is a registered seller of a business opportunity in the State of Alaska, or intends to timely file application for registration with the Alaska Department of Law, under AS 45.66.010. A condition of registration of principal as a seller of a business opportunity in Alaska is the furnishing of this bond in the sum of \$75,000 with good and sufficient surety.

This bond inures to the Alaska Department of Law for the benefit of the State of Alaska and to any buyer who is damaged by the seller's breach of contract for the sale of a business opportunity or any obligation arising therefrom, or by any other violation of an obligation or requirement under AS 45.66 and 9 AAC 16 in the conduct of selling business opportunities by the principal and its members, agents, officers, employees, subsidiaries, and subcontractors. If the principal complies with all obligations and requirements of AS 45.66 and 9 AAC 16, performs all obligations under or arising from the contract for the sale of a business opportunity, and pays all amounts due and owing for any liabilities to the State or any buyer under AS 45.66.060 and 9 AAC 16.030, this bond obligation is discharged and void. Otherwise, the bond obligation will remain in effect.

The bond obligation is a continuing obligation, and the liability of the surety for any and all claims presented does not exceed the sum of \$75,000. The aggregate liability of the Surety shall not exceed the penal amount of this bond regardless of the number of years this bond remains in force or the number of claims under this bond.

Liability under this bond commences on _____, 200____. The bond continues in effect unless the surety terminates the bond by giving the principal and the Alaska Department of Law written notice 60 days in advance of the termination. If the surety terminates the bond in this manner, liability of the surety for acts of the principal and its agents continues during the 60-day period. The bond shall apply to all liabilities that arise during the effective period of the bond and to which the bond is applicable by law, even if the liabilities are enforced after the effective period of the bond.

DONE AND SIGNED THIS _____ DAY OF _____, 200____.

PRINCIPAL
(Seller of
business opportunity)

SURETY (must be authorized
to do business as a surety company in
the State of Alaska)

Signature of officer (bond must be
signed by partner if partnership;
owner, if proprietorship; president,
vice president or secretary if corporation)

Address

Telephone Number

(printed name)

Attorney-in-fact

**ALASKA BUSINESS OPPORTUNITY
NOTICE OF MATERIAL CHANGE IN INFORMATION**

If there is a material change in the information a seller has provided in the information under AS 45.66.020 or 45.66.030, the seller must, within 10 days of the change, file with the department a statement describing the change on this form.

1. The name of the seller: _____
Mailing address: _____
Physical address: _____
Phone number: _____ Fax number: _____
Internet website address: _____
E-mail address of person filing this notice: _____

2. The date of the acknowledgment by the department that the seller has complied with AS 45.66.020 (registration procedure) or AS 45.66.030 (renewal of registration):

3. Please state the change in the information previously provided in registration or renewal documents and indicate the page number(s) of the application, disclosure statement, contract, or other documents where the information is found. (Please use additional sheets as necessary.) _____

This Notice of Material Change was prepared by _____,
who certifies, under penalty of unsworn falsification in violation of
AS 11.56.210, that the information provided in this Notice is true and correct.

Signature

Name (please print or type)

Title

Date