

## FRANCHISE DISCLOSURE DOCUMENT



Moran Industries, Inc. d/b/a Moran Family of Brands® An Illinois Corporation 4444 West 147th Street Midlothian, Illinois 60445 (800) 377-9247 www.moranfamilyofbrands.com

Three types of franchises are offered: A franchise is offered to establish and operate a (1) business specializing in the sales and installation of automotive window tint, alarms and other vehicle accessories operated under the service mark "Alta Mere®;" (2) business that specializes in flat glass window film and treatment services under the service mark "SmartView®;" and (3) cobranded "Alta Mere®" and "SmartView®" business. Franchises can be established as a start-up business or by conversion of an independent business specializing in the sales and installation of automotive window tint, alarms and other accessories to a franchised business.

The total investment necessary to begin operation of an "Alta Mere" franchised business is \$118,219 to \$174,337. This includes \$43,000 that must be paid to the franchisor or its affiliate. The total investment necessary to begin operation of a SmartView franchised business is \$64,260 to \$85,355. This includes \$38,000 that must be paid to the franchisor or its affiliate. The total investment necessary to begin operation of a co-branded franchised business is \$150,859 to \$207,627. This amount includes \$55,000 that must be paid to the franchisor or its affiliate.

We also offer certain qualified prospects the right to enter into our form of area development agreement for the right to operate multiple franchised businesses. The total investment necessary to become an area developer of three Alta Mere franchised businesses ranges from 149,219 to \$205,337. This includes \$73,000 that must be paid to the franchisor or its affiliate. The total investment necessary to become an area developer of three SmartView franchised businesses ranges from \$95,260 to \$116,355. This includes \$68,000 that must be paid to the franchisor or its affiliate. The total investment necessary to become an area developer of three Alta Mere/SmartView co-branded franchised businesses ranges from \$181,859 to \$238,627. This includes \$85,000 that must be paid to the franchisor or its affiliate.

In this disclosure document we have included a Multiple Brand Addendum allowing a qualified franchisee of one of the franchised businesses offered under this disclosure document the opportunity to add another of our brands to their franchised location. The qualified franchisee will



be disclosed with the FDD of the additional brand for complete information. An additional fee of \$10,000 will be due for each additional brand granted at the time of signing the Multiple Brand Addendum. The additional brand fee is in addition to the franchise fee included in the total investment necessary to begin operation of an Alta Mere franchised business, SmartView franchised business or an Alta Mere / SmartView co-branded franchised business and will increase the total investment ranges listed above. The additional brand fee must be paid to the franchisor or its 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 government agency has verified the information contained in this document.** 

You may have elected to receive an electronic version of this disclosure document. If so, you may want to download the disclosure document for future reference. You may wish to receive the disclosure document in another format that is more convenient for you. To discuss other disclosure formats, please contact Ben Reist at Moran Family of Brands, 4444 West 147th Street, Midlothian, Illinois 60445, (800) 377-9247.

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 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 ("FTC"). 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="www.ftc.gov">www.ftc.gov</a> for additional information. Call your state agency or visit your local 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. State agencies are listed in Exhibit A.

Issuance Date: March 20, 2018



## 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 REQUIRES YOU TO RESOLVE DISPUTES WITH US BY LITIGATION ONLY IN ILLINOIS. OUT-OF-STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO LITIGATE WITH US IN ILLINOIS THAN IN YOUR OWN STATE.
- 2. THE FRANCHISE AGREEMENT STATES THAT THE LAW OF THE STATE OF ILLINOIS 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 FRANCHISE AGREEMENT PROVIDES FOR A ROYALTY LATE PAYMENT CHARGE OF 1% 3% OF WEEKLY GROSS SALES PAYABLE ANY WEEK A ROYALTY PAYMENT IS LATE.
- 4. YOUR SPOUSE MUST ALSO SIGN A PERSONAL GUARANTEE MAKING YOUR SPOUSE INDIVIDUALLY LIABLE FOR YOUR FINANCIAL OBLIGATIONS UNDER THE AGREEMENT. THE GUARANTEE WILL PLACE YOUR SPOUSE'S MARITAL AND PERSONAL ASSETS AT RISK IF YOUR FRANCHISE FAILS.
- 5. 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.
- 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.

The effective date of this disclosure document for your state appears on the page following the disclosures relating to transactions governed by the Michigan Franchise Investment Law.

This is a document preview downloaded from FranchisePanda.com. free by visiting: https://franchisepanda.com/franchises/alta-mere	The full document is available for