

FRANCHISE DISCLOSURE DOCUMENT

HAPPY ENDINGS FRANCHISING, INC.

(DBA) BETTER THAN SEX

A Florida Corporation

531 Truman Avenue

Key West, FL 33040

(305) 817-0977

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The franchise is for the right to own and operate a BETTER THAN SEX restaurant under the “Better Than Sex” name and other marks. The business is a dine-in, full-service dessert restaurant that features on-premises and carry out dining. Each Better Than Sex location will offer a variety of menu items focusing on specialty desserts and after dinner sweets including chocolates, caramel, and other rimmed beers, wines, and non-alcoholic drinks, confectionaries, and ice creams. BETTER THAN SEX is a concept synthesizing different parts and features of the traditional dessert restaurant into a new and unique food service system – we use fresh, quality ingredients, together with proprietary secret recipes and mixtures to provide our customers with a unique dining experience, environment, and convenience. The estimated total investment necessary to begin operation of a Better Than Sex franchise is \$241,650.00 to \$320,900.00, which includes the \$39,900.00 Franchise fee.

We also offer to qualified persons the right to develop multiple “BETTER THAN SEX” businesses within a specific geographic area under an area development agreement. If you execute an area development agreement you must pay us the Initial Franchisee Fee of \$39,900.00 for your first franchise and a non-refundable deposit of \$19,950.00 for each additional franchise to be developed in addition to a reduced franchise fee of between \$19,950.00 for each franchise that must be paid to the Franchisor or affiliate when the Franchise Agreement is executed for each location. The Area Development Fee depends on the population size and location of your Better Than Sex locations.

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 any of its affiliates in connection with the proposed franchise sale or grant. **Note, however, that no governmental 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 these 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, D.C. 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 which you need to be aware of, ask your state agencies about them or seek professional advice from a licensed and registered Franchise attorney.

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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 THE 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 THAT MOST DISPUTES BE SUBMITTED TO ARBITRATION IN FLORIDA. OUT OF STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO ARBITRATE WITH US IN FLORIDA THAN IN YOUR HOME STATE.
2. THE FRANCHISE AGREEMENT STATES THAT FLORIDA LAW GOVERNS THE AGREEMENT, AND FLORIDA LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS YOUR STATE'S LAW. YOU MAY WANT TO COMPARE THESE LAWS.
3. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

The Effective Date of this Franchise Disclosure Document for your state is listed on the page after the state cover pages.

This is a document preview downloaded from FranchisePanda.com. The full document is available for free by visiting: <https://franchisepanda.com/franchises/better-than-sex>