

FRANCHISE DISCLOSURE DOCUMENT

BMB FRANCHISING SERVICES, INC.,
a Texas corporation
c/o RCI Hospitality Holdings, Inc.
10959 Cutten Road
Houston, TX 77066
(281) 397-6730
www.4bombshells.com
www.bombshellsfranchise.com



The franchise is for the establishment and operation of a military-themed restaurant and sports bar offering a wide variety of menu items and alcoholic and non-alcoholic beverages under the Bombshells trade name and business system (“Bombshells Restaurant” or “Restaurant”).

The total investment necessary to begin operation of a single Bombshells Restaurant ranges from \$1,748,500 to \$2,922,500 for Restaurants established in connection with converting existing space and \$2,248,500 to \$3,092,500 for Restaurants that are established by new development and construction. This amount includes approximately \$110,000 to \$125,000 that must be paid to us or our affiliates, depending upon whether we require you to pay certain fees, at our sole discretion. If you sign a Development Agreement you will also pay a development fee equal to the total of 100% of the initial franchise fee for the first Restaurant to be developed plus 50% of the initial franchise fee for each additional Restaurant to be developed. The pro rata portion of the development fee allocable to each Restaurant will be credited against the initial franchise fee due for that Restaurant. (See Items 5 and 7.)

This disclosure document summarizes certain provisions of your Franchise Agreement and Development 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 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 disclosures in different formats, contact David Simmons at 10959 Cutten Road, Houston, TX 77066 and (281) 397-6730.

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. 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 franchising.

There may also be laws on franchising in your state. Ask your state agencies about them.

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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 THIS DISCLOSURE DOCUMENT.

Call the state franchise administrator listed in Attachment 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 AND DEVELOPMENT AGREEMENTS PERMIT YOU TO MEDIATE ONLY IN HOUSTON, TEXAS AND SUE US ONLY IN HARRIS COUNTY, TEXAS. OUT OF STATE MEDIATION AND LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST MORE TO MEDIATE IN HOUSTON, TEXAS AND LITIGATE WITH US IN HARRIS COUNTY, TEXAS THAN IN YOUR OWN STATE.

2. THE FRANCHISE AND DEVELOPMENT AGREEMENTS STATE THAT TEXAS 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. STATE FRANCHISE REGISTRATION AND RELATIONSHIP LAWS OFTEN PROVIDE THAT CHOICE OF LAW PROVISIONS ARE VOID OR SUPERSEDED TO THE EXTENT THAT THE CHOICE OF A DIFFERENT STATE'S LAW WOULD DENY A FRANCHISEE THE PROTECTIONS IT WOULD BE ENTITLED TO UNDER LOCAL LAW. YOU SHOULD INVESTIGATE WHETHER YOUR PURCHASE OF THE FRANCHISE FALLS UNDER THE JURISDICTION OF A STATE REGISTRATION OR RELATIONSHIP LAW.

3. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

See the following state effective date summary page for state effective dates.

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