

FRANCHISE DISCLOSURE DOCUMENT

C A M I L L E
albane
P A R I S

C.Alb Franchising, Inc.
a Delaware corporation
50 Dunham Road, 3rd Floor Ste. 3000
Beverly, Massachusetts 01915
Telephone: 978.232.5600
E-mail: franchise@camillealbaneusa.com
Website: www.camillealbaneusa.com

A franchisee operating under our system will operate a French hair and beauty salon (a "Salon") using our marks (such as "Camille Albane" and "Camille Albane Paris")

The Initial Franchise Fee for a single Salon is \$40,000. The total investment necessary to begin operation of a Camille Albane franchised business ranges from \$237,900 to \$419,800. This includes \$60,000 to \$91,650 that must be paid to us or our affiliates. If you operate one Salon at the time you enter into a Franchise, the Initial Franchise Fee will be \$30,000. If you operate two or more Salons at the time you enter into a Franchise Agreement, the Initial Franchise Fee will be \$20,000. ~~The estimated total initial investment for a single Salon ranges from \$237,900 to \$419,800. The estimated initial investment includes \$60,000 to \$90,000 that is payable to us or to our affiliates.~~

We also offer to enter into Development Agreements with qualified parties who wish to establish an agreed-upon number of Salons in an agreed-upon area. The Development Fee is \$75,000 for three Salons and \$100,000 for five Salons. The total investment necessary to begin operation of the first Camille Albane franchised business under a Development Agreement ranges from \$292,900 to \$479,800. This includes \$115,000 to \$156,650 that must be paid to us or our affiliates. ~~The Development Fee is \$75,000 for three Salons and \$100,000 for five Salons, and The Development Fee is paid to us when you sign the Development Agreement. The Development Fee is paid instead of the Initial Franchise Fees that would otherwise apply for those Salons.~~

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 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 Julie Johnson at 50 Dunham Road, 3rd Floor Ste. 3000, Beverly, Massachusetts 01915 (tel: 978.232.5600).

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, 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. Ask your state agencies about them.

The issuance date of this Franchise Disclosure Document: ~~April 22, 2013~~ June 2, 2014.

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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 Exhibit H 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:

¹1. THE FRANCHISE AGREEMENT AND DEVELOPMENT AGREEMENT PERMITS THE FRANCHISEE TO LITIGATE, ARBITRATE OR MEDIATE ONLY IN MASSACHUSETTS. OUT OF STATE LITIGATION, ARBITRATION OR MEDIATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST MORE TO LITIGATE, ARBITRATE OR MEDIATE WITH THE FRANCHISOR IN MASSACHUSETTS THAN IN YOUR HOME-OWN STATE.

²2. THE FRANCHISE AGREEMENT AND DEVELOPMENT AGREEMENT STATE THAT THE LAW OF MASSACHUSETTS 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.~~ YOU MUST PURCHASE A SUBSTANTIAL PORTION OF THE HAIR PRODUCTS FROM US OR OUR AFFILIATES AT THE PRICES WE SET. THIS WILL PREVENT YOU FROM USING A CHEAPER SUPPLIER WHICH COULD HINDER YOUR ABILITY TO MATCH PRICES OF COMPETITORS.

~~34~~ THE FRANCHISE TERRITORY IS NOT EXCLUSIVE. FRANCHISEE MAY COMPETE WITH FRANCHISOR OR OTHER FRANCHISEES VIA MOBILE BUSINESS WITHIN THE TERRITORY OF THROUGH OTHER ALTERNATIVE CHANNELS OF DISTRIBUTION.

~~45~~ THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

~~Local law may supersede these franchise agreement provisions. Certain states require the superseding provisions to appear in an addendum in this disclosure document (see Exhibits D-2, E-2 and J of this disclosure document).~~

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: See the next page for state effective dates.

STATE EFFECTIVE DATES

The following states require that the Franchise Disclosure Document be registered or filed with the state or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin; as well as exemption from the business opportunity registration requirements in Florida, Kentucky, Nebraska, Texas, and Utah.

The effective dates of this Disclosure Document in the states listed below are:

STATES	EFFECTIVE DATE
California	4/21/2013
Hawaii	
Illinois	
Indiana	5/3/2013
Maryland	
Michigan	5/3/2013
Minnesota	7/1/2013
New York	6/18/2013
North Dakota	
Rhode Island	5/8/2013
South Dakota	5/3/2013
Virginia	
Washington	
Wisconsin	5/3/2013
All Other States	4/22/2013 <u>June 2, 2014</u>

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