

FRANCHISE DISCLOSURE DOCUMENT



DIESEL BARBERSHOP FRANCHISING, LLC A Texas Limited Liability Company 431 Keisler Drive, Suite 201 Cary, North Carolina 27518 (919) 977-9517 www.dieselbarbershop.com

Under a separate Disclosure Document, we offer qualified individuals and entities a franchise for the right to independently own and operate a distinctive retail hair care outlet that operates under the DIESEL BARBERSHOP mark and features haircutting and grooming, coloring and barbering services provided to clients by a staff of trained, licensed professionals (each, a "Shop" or "Franchised Business").

Under this Disclosure Document we offer qualified parties the right to serve as our independent area representative (an "Area Representative") within a given territory (a "Development Area") wherein the Area Representative will have the right and obligation to: (i) establish and operate at least one (1) Shop pursuant to our form of franchise agreement; (ii) solicit, screen and recruit prospective third-party franchisees to enter into a franchise agreement to open and operate a Shop; and (iii) provide certain training, assistance and other support in connection with all Shops.

The estimated initial investment associated with opening and commencing operation of an area representative business within a given Development Area (an "Area Representative Business") pursuant to our form of area representative agreement ("Area Representative Agreement" or "ARA") ranges from \$386,250 TO \$697,800, including: (i) an area representative fee that ranges between \$125,000 to \$322,800 that must be paid to franchisor prior to commencing operations of the Area Representative Business; and (ii) the estimated initial investment of \$253,000 to \$366,000 that you will incur with the opening and operation of the initial Shop you open within the Development Area to serve as your "Training Location," including a \$25,000 franchise fee payable to us in connection with that first Shop.

This disclosure document summarizes certain provisions of your Area Representative 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 us at 431 Keisler Drive, Suite 201, Cary, North Carolina 27518 or (919) 977-9517.

The terms of your Area Representative Agreement will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contracts. Read all of your contracts carefully. Show your contracts and this disclosure document to an advisor, like a lawyer or an accountant.

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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 Virginia 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 Issue Date of this Franchise Disclosure Document ("FDD") is: March 30, 2019.

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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 A to this Franchise Disclosure Document for information about the franchisor, about other franchisors, 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. AT OUR OPTION, THE AREA REPRESENTATIVE AGREEMENT REQUIRES YOU TO RESOLVE ALL DISPUTES WITH US BY MEDIATION ONLY IN TEXAS. OUT OF STATE MEDIATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO MEDIATE WITH US IN THE STATE OF TEXAS THAN IN YOUR OWN STATE.
- 2. ANY DISPUTES WITH US NOT SUBJECT TO MEDIATION MUST BE RESOLVED BY LITIGATION ONLY IN TEXAS. IT MAY COST YOU MORE TO LITIGATE WITH US IN THE STATE OF TEXAS THAN IN YOUR OWN STATE.
- 3. THE AREA REPRESENTATIVE AGREEMENT STATES THAT IT IS GOVERNED BY TEXAS LAW. THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
- 4. IF THE AREA REPRESENTATIVE IS AN INDIVIDUAL, WE REQUIRE THAT THE AREA REPRESENTATIVE'S SPOUSE EXECUTE A PERSONAL GUARANTY. IF THE AREA REPRESENTATIVE IS A BUSINESS ENTITY, EACH PRINCIPAL OF THE AREA REPRESENTATIVE ENTITY AND THE RESPECTIVE SPOUSES OF EACH PRINCIPAL MUST EXECUTE A PERSONAL GUARANTY. THIS PLACES THE PERSONAL ASSETS OF THESE INDIVIDUALS AND THEIR SPOUSES AT RISK.
- 5. 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 is <u>our</u> agent and 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.

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