



## FRANCHISE DISCLOSURE DOCUMENT

Mahana Fresh, LLC  
A Florida limited liability company  
P.O. Box 3566, Sarasota, Florida 34230  
(941) 257-3663  
www.MahanaFresh.com

Franchisor franchises the right to operate a fast-casual Mahana Fresh restaurant featuring freshly prepared bowls - all prepared with proprietary and chef created marinades and sauces-, and other food products, side dishes, non-alcoholic beverages for on-premises and off-premises consumption and craft beer and wine in states permitted for on premise consumption under the Mahana Fresh name and mark (each a “Restaurant”).

Under this disclosure document, we offer qualified individuals the right to serve as our “Area Representative” within a given territory (an “AR Development Area”). Under an Area Representative Agreement, you will serve as our independent Area Representative and recruit franchisees to own and operate Restaurants and provide support services to franchisees within your AR Development Area (the “Area Representative Business”). The total estimated initial investment to begin operation of the Area Representative Business ranges from \$101,700 to \$498,775, which includes an Area Representative Fee ranging from \$80,000 to \$400,000 that must be paid to franchisor and its affiliates, which varies based on number of Restaurants, the size of your AR Development Area, and the term of your Mandatory Development Schedule. You are also required to open and commence operating your own Restaurant within the AR Development Area under a separate form of our then-current franchise agreement.

This Franchise Disclosure Document (“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 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 Dave Wood at P.O. Box 3566, Sarasota, Florida 34230, phone number (941) 257-3663, or by emailing [franchise@MahanaFresh.com](mailto:franchise@MahanaFresh.com).

The terms of your contract will govern your franchise relationship. Don’t rely on this disclosure document alone to understand your contract. Read your entire 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, D.C. 20580. You can also visit the FTC’s home page at [www.ftc.gov](http://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.

Issuance Date: April 11, 2019

## 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 B 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. AT OUR OPTION, THE AREA REPRESENTATIVE AGREEMENT AND REQUIRES YOU TO FIRST RESOLVE ALL DISPUTES WITH US BY NON-BINDING MEDIATION ONLY IN SARASOTA, FLORIDA. OUT OF STATE NON-BINDING MEDIATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO MEDIATE WITH US IN SARASOTA, FLORIDA, THAN IN YOUR OWN STATE. ANY DISPUTES WITH US NOT SUBJECT TO NON-BINDING MEDIATION MUST BE RESOLVED BY LITIGATION ONLY IN FLORIDA. IT MAY COST YOU MORE TO LITIGATE WITH US IN TEXAS THAN IN YOUR OWN STATE.

2. THE AREA REPRESENTATIVE AGREEMENT STATES THAT IT IS GOVERNED BY FLORIDA LAW. THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.

3. YOUR SPOUSE MUST SIGN A DOCUMENT THAT MAKES YOUR SPOUSE LIABLE FOR ALL FINANCIAL OBLIGATIONS UNDER THE FRANCHISE AGREEMENT EVEN THOUGH YOUR SPOUSE HAS NO OWNERSHIP INTEREST IN THE FRANCHISE. THIS GUARANTEE WILL PLACE BOTH YOUR AND YOUR SPOUSE'S MARITAL AND PERSONAL ASSETS, PERHAPS INCLUDING YOUR HOUSE, AT RISK IF YOUR FRANCHISE FAILS.

4. THE FRANCHISOR IS AT AN EARLY STAGE OF DEVELOPMENT AND HAS A LIMITED OPERATING HISTORY. THIS FRANCHISE IS LIKELY TO BE A RISKIER INVESTMENT THAN A FRANCHISE IN A SYSTEM WITH A LONGER OPERATING HISTORY.

5. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

We may 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 our 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.

The effective date of this Disclosure Document in your state, if applicable, is listed on the following page.

## 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, Florida, Washington and Wisconsin.

The original version of this Franchise Disclosure Document is registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

CALIFORNIA	Pending Registration
FLORIDA	Effective
HAWAII	Not Registered
ILLINOIS	Pending Registration
INDIANA	June 20, 2018
KENTUCKY	Not Registered
MARYLAND	September 5, 2018
MICHIGAN	June 21, 2018
MINNESOTA	September 12, 2018
NEBRASKA	Not Registered
NEW YORK	November 15, 2018
NORTH DAKOTA	Not Registered
RHODE ISLAND	Not Registered
SOUTH DAKOTA	Not Registered
TEXAS	Exempt
UTAH	Not Registered
VIRGINIA	August 21, 2018
WASHINGTON	Not Registered
WISCONSIN	June 18, 2018

In all other states, the effective date of this Franchise Disclosure Document, as amended, is the Issuance Date of April 11, 2019.

This is a document preview downloaded from FranchisePanda.com. The full document is available for free by visiting: <https://franchisepanda.com/franchises/fresh-nail-wax-drybar>