

MAR 21 2017

Department of Business Oversight





## FRANCHISE DISCLOSURE DOCUMENT

Ultimate Franchises, Inc.
a California corporation
30821 Seminole Place
Laguna Niguel, California 92677
(949) 290-6431
franchise@griffsshavebar.com
www.griffsshavebar.com

The franchise is to operate a premium branded barber shop from fixed locations or mobile units under the "Griff's Shave Bar" name and mark and offers professional hair cutting and shave services; beard and mustache cutting and coloring services; highlights; weaves; and other related services for men, women, and children.

The total investment necessary to begin operation is \$219,055 to \$375,343 for a single Griff's Shave Bar barber shop developed at a newly-renovated location, and \$254,055 to \$580,343 for the first Shop developed as part of a 2-Pak, 3-Pak, 6-Pak, or 10-Pak. These figures include \$81,700 to \$95,400 (for a single Shop) or \$116,700 to \$214,500 (for a multi-Pak Area Development Agreement) that must be paid to the franchisor or affiliate.

The total investment necessary to begin operation of a Griff's Shave Bar mobile business is \$177,705 to \$441,793. These figures include \$102,000 to \$325,000 that must be paid to the franchisor or affiliate.

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 W. Scott Griffiths, Ultimate Franchises, Inc., 30821 Seminole Place, Laguna Niguel, California 92677, tel. (949) 290-6431.

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 <a href="https://www.ftc.gov">www.ftc.gov</a> 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 disclosure document is January 18, 2017.

Griff's Shave Bar FDD January 2017



## 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. RÉGISTRATION 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 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:

- I. THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY LITIGATION, MEDIATION OR ARBITRATION ONLY IN OUR HOME STATE (CURRENTLY CALIFORNIA). OUT-OF-STATE LITIGATION, MEDIATION OR ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO LITIGATE, MEDIATE OR ARBITRATE WITH US IN OUR HOME STATE THAN IN YOUR OWN STATE.
- 2. THE FRANCHISE AGREEMENT STATES THAT CALIFORNIA LAW 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. IF YOU SIGN AN AREA DEVELOPMENT AGREEMENT, YOU MUST MEET MINIMUM DEVELOPMENT OBLIGATIONS. IF YOU FAIL TO DO SO, THE FRANCHISOR COULD TERMINATE YOUR AGREEMENT AND YOU COULD LOSE YOUR INVESTMENT.
- 4. WE MAY REQUIRE AT OUR SOLE DISCRETION THAT THE OWNERS OF THE FRANCHISED BUSINESS AND THEIR SPOUSES SIGN PERSONAL GUARANTIES MAKING THEM JOINTLY AND SEVERALLY LIABLE WITH YOU FOR ALL OBLIGATIONS OF THE FRANCHISE, WHETHER OR NOT THEY ARE INVOLVED IN THE OPERATION OF THE FRANCHISED BUSINESS. THIS REQUIREMENT PLACES THE PERSONAL ASSETS OF THE BUSINESS OWNERS AND THEIR SPOUSES AT RISK. YOUR SPOUSE MUST ALSO SIGN A PERSONAL GUARANTY MAKING YOUR SPOUSE INDIVIDUALLY LIABLE FOR YOUR FINANCIAL OBLIGATIONS UNDER THE AGREEMENT. THE GUARANTY WILL PLACE YOUR SPOUSE'S MARITAL AND PERSONAL ASSETS AT RISK IF YOUR FRANCHISE FAILS.

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.

[state effective dates on 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, Virginia, Washington, and Wisconsin. This 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:

| STATE        | EFFECTIVE DATE |
|--------------|----------------|
| California   |                |
| Hawaii       |                |
| Illinois     |                |
| Indiana      |                |
| Maryland     |                |
| Michigan     |                |
| Minnesota    |                |
| New York     |                |
| North Dakota |                |
| Rhode Island |                |
| South Dakota |                |
| Virginia     |                |
| Washington   |                |
| Wisconsin    |                |

This disclosure document is exempt from business opportunities laws in the following states, with the following effective dates:

| STATE                      | EFFECTIVE DATE    |
|----------------------------|-------------------|
| Florida                    |                   |
| Kentucky (one-time filing) |                   |
| Nebraska (one-time filing) |                   |
| Texas (one-time filing)    | February 10, 2017 |
| Utah                       |                   |

In all other states, the effective date of this disclosure document is the issuance date of January 18, 2017.

| nis is a document preview downloaded from FranchisePanda.com. The full document is available fo<br>see by visiting: https://franchisepanda.com/franchises/griffs-shave-bar | r |
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