

FRANCHISE DISCLOSURE DOCUMENT

COMBS BUSINESS CONSULTING, LLC

A **Texas** limited liability company 1518 Legacy Drive, Suite 260 Frisco, Texas 75034

Phone: (415) 531-8232

<u>Email</u>: franchise@insymmetry.com Website: www.insymmetry.com



IN-SYMMETRY SPA

We are **Combs Business Consulting, LLC**, a Texas limited liability company. We offer franchises to qualified individuals to own and operate an **In-Symmetry Spa** franchise under the "**In-Symmetry Spa** TM" names and logos. Collectively, these are called the "Service Marks." Our franchisees offer result driven spas providing in-balance solutions to our clients through massages, acupuncture (where available depending on state laws), facials, and waxing; with complementary products and related wellness and lifestyle programs. These services and sales are offered to the public under the Service Marks (the "Method of Operation").

While we take a comprehensive approach in bodywork, facials, waxing, and mediation to create spa facilities that are comfortable and productive.

The Initial Franchise Fee is \$34,500. In this disclosure document In-Symmetry Spa locations are called the "Spa." You also must purchase from us or our affiliate or approved suppliers your initial and ongoing spa equipment, wellness products, Spa inventory and related materials and items needed for operation of your franchise. The total estimated initial investment necessary to begin operation of an In-Symmetry Spa franchise ranges from \$128,500 to \$285,710. Refer to Items 5, 6 and 7 of this Disclosure Document for a full explanation regarding the Initial Franchise Fee, other Fees and the Total Investment.

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 Candace Combs at 1518 Legacy Drive, Suite 260, Frisco, Texas 75034 (415) 531-8232.

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.

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.

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



Issuance Date: April 20, 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. 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. IF YOU LEARN THAT ANYTHING IN THE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE STATE ADMINISTRATORS LISTED ON THE COVER PAGE.

Call the state franchise administrator listed in the next page to this disclosure document, below, 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 AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY MEDIATION AND PERMITS THE FRANCHISEE TO SUE ONLY IN THE STATE AND FEDERAL COURTS IN DALLAS, TEXAS. OUT-OF-STATE LITIGATION AND MEDIATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST MORE TO SUE OR MEDIATE WITH US IN TEXAS THAN IN YOUR HOME STATE.
- 2. THE FRANCHISE AGREEMENT STATES THAT TEXAS LAW GOVERNS THE AGREEMENT. THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS. EVEN THOUGH THE FRANCHISE AGREEMENT PROVIDES THAT TEXAS LAW APPLIES, YOUR STATE LAW MAY SUPERSEDE THIS PROVISION AND IT MAY NOT BE ENFORCEABLE IN YOUR STATE. SEE SPECIAL STATE DISCLOSURES IN THE STATE ADDENDA TO THE FRANCHISE AGREEMENT AND DISCLOSURE DOCUMENT.
- 3. IF YOU SIGN AN AGREEMENT TO BE AN AREA DEVELOPER AND FAIL TO FULFILL YOUR DEVELOPMENT OBLIGATION (ACHIEVE THE QUOTA FOR EACH DEVELOPMENT PERIOD AS SPECIFIED IN THE AREA DEVELOPMENT ADDENDUM), WE MAY TERMINATE YOUR AREA DEVELOPMENT ADDENDUM.
- 4. YOU AND ALL OF YOUR PARTNERS, MEMBERS, SHAREHOLDERS, OR OWNERS MUST PERSONALLY SIGN THE FRANCHISE AGREEMENT OR JOINTLY SEVERALLY, IRREVOCABLY, AND UNCONDITIONALLY GUARANTEE TO US THE DUE AND PUNCTUAL OBSERVANCE AND PERFORMANCE BY YOU OF ALL OF YOUR OBLIGATIONS UNDER THE FRANCHISE AGREEMENT AND ANY OTHER AGREEMENT TO WHICH YOU AND WE ARE PARTIES.
- 5. YOU AGREE TO WAIVE ANY CLAIMS, DEMANDS, OR DAMAGES ARISING FROM OR RELATED TO OUR UNCONDITIONAL RIGHT TO TRANSFER THE FRANCHISE AGREEMENT OR TO SELL OUR ASSETS, THE SERVICE MARKS, OR THE IN-SYMMETRY SYSTEM.
- 6. THE FRANCHISOR IS A NEWLY FORMED BUSINESS ENTITY WITH LIMITED FINANCIAL RESOURCES, WHICH MAY NOT BE SUFFICIENT FOR THE FRANCHISOR TO FULFILL ITS PRE-OPENING OBLIGATIONS TO THE FRANCHISEE.
- 7. THERE MAY BE OTHER RISKS CONCERNING THE FRANCHISE.

Effective Date: See the next page for state effective dates.

This is a document preview downloaded from FranchisePanda.com. The full document is available free by visiting: https://franchisepanda.com/franchises/in-symmetry-spa	for