

# FRANCHISE DISCLOSURE DOCUMENT



nail lounge



Glamour Room

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NOV 20 2014  
Dept of Business Oversight

MMS Franchising, LLC  
a Florida limited liability company  
7700 Municipal Drive  
Orlando, Florida 32819  
(407) 370-9393  
admin@marilynmonroespas.com  
marilynmonroefranchise.com

MMS Franchising, LLC is offering franchises for the use of the trademarks, “MARILYN MONROE”, “MARILYN MONROE NAIL LOUNGE”, “MARILYN MONROE GLAMOUR ROOM”, and related trademarks and service marks for the operation of either (i) a full service nail salon and waxing bar offering nail, waxing, massage and facial services (“**Nail Lounge**”), or (ii) a full service salon and spa offering hair (cut, color, and style), makeup, nail, waxing and other salon and spa services (“**Glamour Room**”). For the remainder of this disclosure document, the Nail Lounge and Glamour Room will each be referred to generally as a “**Salon Business**”

The total investment necessary to begin operation of a Nail Lounge ranges from \$296,250 to \$630,775. This includes \$42,500 to \$45,000 that must be paid to the franchisor or affiliate. We also offer to qualified individuals the right to operate multiple Nail Lounges under an Area Development Agreement. The total investment necessary to begin operating an “**Area Development Business**” will vary depending upon the number of Nail Lounges we agree you will open in your designated territory (the “**Development Area**”). The total investment necessary to begin operation of your first Nail Lounge under an Area Development Agreement where you agree to open three Nail Lounges ranges from \$346,250 to \$680,775. This includes \$92,500 to \$95,000 that must be paid to the franchisor or affiliate.

The total investment necessary to begin operation of a Glamour Room ranges from \$399,850 to \$885,775. This includes \$60,500 to \$70,000 that must be paid to the franchisor or affiliate. We also offer to qualified individuals the right to operate multiple Glamour Rooms under an Area Development Agreement. The total investment necessary to begin operating an “**Area Development Business**” will vary depending upon the number of Glamour Rooms we agree you will open in your Development Area. The total investment necessary to begin operation of your first Glamour Room under an Area Development Agreement where you agree to open three Glamour Rooms ranges from \$459,850 to \$845,775. This includes \$120,500 to \$130,000 that must be paid to the franchisor or affiliate.

The 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 Ted Wettstein at 7700 Municipal Drive, Orlando, Florida 32819 and (407) 370-9393.

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](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 November 7, 2014**

## 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 OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT**

Call the state franchise administrator listed in **Exhibit D** 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 AND AREA DEVELOPMENT AGREEMENT REQUIRE YOU TO RESOLVE DISPUTES WITH US BY NON-BINDING MEDIATION THEN LITIGATION ONLY IN FLORIDA OUT OF STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES IT MAY ALSO COST YOU MORE TO MEDIATE OR LITIGATE WITH US IN FLORIDA THAN IN YOUR OWN STATE
- 2 THE FRANCHISE AGREEMENT AND AREA DEVELOPMENT AGREEMENT REQUIRE THAT FLORIDA 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 THE FRANCHISEE IS A BUSINESS ENTITY, EACH SHAREHOLDER/PARTNER/MEMBER/MANAGER OF FRANCHISEE AND THEIR RESPECTIVE SPOUSES MUST EXECUTE A PERSONAL GUARANTY THIS PLACES THE PERSONAL ASSETS OF EACH INDIVIDUAL AND THEIR SPOUSE AT RISK
- 4 THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE

We may use the services of one or more FRANCHISE BROKERS or referral sources to assist 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 do your own investigation of the franchise

**[Effective Dates in the Registration States are Listed on the Following Page]**

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