

### FRANCHISE DISCLOSURE DOCUMENT



# MY MUSIC WORKSHOP FRANCHISING, INC.

**a Nevada corporation** 1410 Autumn Woods Place Escondido, California 92029 (619) 347-0424

E-Mail: <u>mymusicworkshopforkids@aol.com</u> Website: <u>www.mymusicworkshopforkids.com</u>

The franchise offered is for the establishment and operation of a business providing onsite music classes for children ages 2 to 6 years at schools, child care centers and other facilities under the My Music Workshop® Mark and System within a defined territory.

The total investment necessary to begin operation of a My Music Workshop® franchise is from \$31,104 to \$48,500. This includes \$22,500 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 to you. To discuss the availability of disclosures in different formats, contact Elias Berlinger at 1410 Autumn Woods Place, Escondido, California 92029 and 619-347-0424.

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, DC 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.

Issuance Date: February 23, 2018



### 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 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 THAT MOST DISAGREEMENTS BE SUBMITTED TO ARBITRATION IN NEVADA. OUT-OF-STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO MEDIATE, ARBITRATE OR LITIGATE WITH US IN MARYLAND THAN IN YOUR HOME STATE.
- 2. THE FRANCHISE AGREEMENT STATES THAT NEVADA 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. ADDITIONAL LEGAL PROTECTIONS FOR CALIFORNIA-BASED FRANCHISEES ARE SPECIFIED IN THE CALIFORNIA-SPECIFIC ADDENDUM TO THIS DISCLOSURE DOCUMENT, WHICH IS ITS EXHIBIT F.
- 4. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

  Effective Date: The Effective Date in the State of California is \_\_\_\_\_\_\_, 2018.



## TABLE OF CONTENTS

ITEM		PAGE
1.	The Franchisor and any Parents, Predecessors, and Affiliates	1
2.	Business Experience	3
3.	Litigation	3
4.	Bankruptcy	3
5.	Initial Fees	3
6.	Other Fees	5
7.	Estimated Initial Franchisee Investment	10
8.	Restrictions on Sources of Products and Services	12
9.	Franchisee's Obligations	14
10.	Financing	15
11.	Franchisor's Assistance, Advertising, Computer Systems, and Training	16
12.	Territory	22
13.	Trademarks	24
14.	Patents, Copyrights, and Proprietary Information	26
15.	Obligation to Participate in the Actual Operation of the Franchise Business	28
16.	Restrictions and What the Franchisee May Sell	28
17.	Renewal, Termination, Transfer, and Dispute Resolution	29
18.	Public Figures	35
19.	Financial Performance Representations	35
20.	Outlets and Franchisee Information	37
21.	Financial Statements	39
22.	Contracts	39
23.	ReceiptsLAS	T PAGE

## **EXHIBITS**

- A. List of State Agencies
- B. List of Agents for Service of Process
- C. Franchise Agreement (state-specific addenda are included in Exhibit C-6)
- D. Operations Manual Table of Contents
- E. Financial Statements
- F. California Addendum

nis is a document preview downloaded from FranchisePanda.com. The full document is available fo se by visiting: https://franchisepanda.com/franchises/my-music-workshop	r