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FRANCHISE DISCLOSURE DOCUMENT

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## PAINT Nail Bar Franchise Company, LLC

A Florida limited liability company
1432 First Street
Sarasota, Florida 34236
(301) 807-2971
www.paintnailbar com
https://www.facebook.com/paintnailbar,
https://www.instagram.com/paintnailbar,
https://www.pinterest.com/paintnailbar, and
https://twitter.com/paintnailbar/

The franchises offered are for the operation of PAINT Nail Bar® Salons which are retail businesses that bring to fruition beautiful, hygienic nail salons where guests are welcomed with affordable luxury services, exceptional sterilization and safety standards, and impeccable customer service

The total investment necessary to begin operation of a PAINT Nail Bar® Salon ranges from \$232,850 to \$716,700 This includes between \$110,650 to \$290,400 that must be paid to the franchisor, or our designee

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 a different format contact. PAINT Nail Bar Franchise Company, LLC, Attn. Mark Schlossberg, 1432 First Street, Sarasota, Florida 34236, (301) 807-2971, Mark@paintnailbar.com

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 (the "FTC"). 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 fic 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

The issuance date of this disclosure document is July 1, 2019



## **STATE COVER PAGE**

Your state may have 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 <u>OUT-OF-STATE DISPUTE RESOLUTION</u> THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY ARBITRATION AND BY LITIGATION ONLY IN FLORIDA OUT-OF-STATE ARBITRATION AND LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES IT MAY ALSO COST YOU MORE TO ARBITRATION WITH US IN FLORIDA AND TO SUE US IN FLORIDA THAN IN YOUR OWN STATE
- THE FRANCHISE AGREEMENT STATES 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 THE TERRITORY IS NOT EXCLUSIVE, LIMITING ONLY WHERE WE PERMIT OTHER SALONS TO LOCATE YOU MAY FACE COMPETITION FROM OTHER FRANCHISEES, FROM FRANCHISOR OWNED OUTLETS OR FROM OTHER CHANNELS OF DISTRIBUTION OR COMPETITIVE BRANDS FRANCHISOR CONTROLS
- 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

The effective dates of this disclosure document in the states with franchise registration laws in which we have sought registration appear on the following page



## **State Effective Date**

The following states require that the Franchise Disclosure Document be registered or filed with the states, 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 document is effective and may be used in the following states where the document is filed, registered or exemption from registrations, as of the Effective Date stated below

STATE		EFFECTIVE DATE	
California	Effective	, 2019	
Hawaii			
Illinois			
Indiana			
Maryland	Effective	, 2019	
Michigan		, 2019	
Minnesota			
New York			
North Dakota			
Rhode Island			
South Dakota			
Virginia			
Washington			
Wisconsin			

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