

## 2017 FRANCHISE DISCLOSURE DOCUMENT

Painting With A Twist, L.L.C. d/b/a Painting With A Twist 2121 N. Causeway Blvd., Suite 200
Mandeville, LA 70471
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The franchise offered is for the operation of an art studio business that offers painting classes and instruction in a social setting using artworks approved and authorized by us. The total investment necessary to begin operation of a Painting With A Twist Studio ranges from \$89,300.00 to \$188,300.00. This includes \$25,300.00 that must be paid to the franchisor or its affiliate.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all 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 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 our corporate office at 2121 N. Causeway Blvd., Suite 200, Mandeville, Louisiana 70471, 985-626-3292, or corporate@paintingwithatwist.com.

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read your entire 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," is available from the Federal Trade Commission ("FTC"). You can contact the FTC at 1-877-FTCHELP 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 your public library for sources of information on franchising.

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

Issuance Date: April 26, 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 of 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 E** 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/LITIGATION ONLY IN LOUISIANA. OUT OF STATE MEDIATION/LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST MORE TO MEDIATE/LITIGATE WITH US IN LOUISIANA THAN YOUR OWN HOME STATE.
- 2. THE FRANCHISE AGREEMENT STATES THAT LOUISIANA 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 A FRANCHISEE TERMINATES THE FRANCHISE AGREEMENT, THE FRANCHISEE MUST PAY AN EARLY TERMINATION FEE. SEE ITEM 6.
- 4. THERE MAY BE OTHER RISKS CONCERING THIS FRANCHISE.
- 5. AS PER THE AUDITED BALANCE SHEET DATED DECEMBER 31, 2016, THE FRANCHISOR HAD A WORKING CAPITAL DEFICIENCY OF (\$64,598).

We do not use the services of FRANCHISE BROKERS or referral sources to assist us in selling our franchise.

The effective dates of this Franchise Disclosure Document in the states with franchise registration laws in which we have sought registration to appear on the 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, Florida, Hawaii, Illinois, Indiana, Kentucky, Maryland, Michigan, Minnesota, Nebraska, New York, North Dakota, Rhode Island, South Dakota, Texas, Utah, Virginia, Washington and Wisconsin.

This Franchise Disclosure Document is registered, on file or exempt from registration in the following states having franchise regulation and disclosure laws, with the following effective dates:

California **Pending Registration** Florida (exemption) Effective March 13, 2017 Illinois **Pending Registration** Indiana **Pending Registration** Hawaii **Pending Registration** Kentucky (exemption) Effective January 24, 2011 Maryland **Pending Registration** Michigan Effective May 11, 2016 Minnesota **Pending Registration** Nebraska Pending Registration New York **Pending Registration** North Dakota **Pending Registration** Rhode Island Not Registered South Dakota Not Registered Texas (exemption) Effective April 29, 2009 Utah (exemption) Effective March 13, 2017 Virginia **Pending Registration** Washington Pending Registration Wisconsin Pending Registration

In all other states, the effective date of this disclosure document is the issuance date of April 26, 2017.

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