

## FRANCHISE DISCLOSURE DOCUMENT



### **THE NOW FRANCHISE, LLC**

A Delaware Company

8149 Santa Monica Boulevard, PMB 298

Los Angeles, California 90046

(310) 788-3445

<https://thenowmassage.com/>

[info@thenowmassage.com](mailto:info@thenowmassage.com)

The franchise being offered is to own, establish and operate a massage therapy Boutique (each, a “Boutique”) that actively promotes, offers and provides (a) massage therapy sessions that are conducted from a seated or lie-down position by Boutique personnel that are licensed to provide massage services (each, “Massage Therapist”), (b) herbal therapy, crystal healing, and other Boutique-related services we authorize (collectively, the “Approved Services”), and (c) certain Boutique-related products for the home, body or otherwise and any other products we authorize your to sell at retail to your Boutique patrons (the “Approved Products”), all while utilizing the then-current proprietary marks we designate that currently includes THE NOW mark (the “Proprietary Marks”) and a system of business operations that we and our principals have developed (the “System”). We also offer qualified parties the right to develop multiple franchised Boutiques.

The total investment necessary to open and commence operation of a single franchised Boutique \$265,000 to \$522,950, which includes \$108,000 that must be paid to our affiliate(s).

The total investment necessary to operate multiple Boutiques under our form of area development agreement depends on the number of franchises we grant you the right to open. By way of example, the total investment necessary to enter into a development agreement for the right to develop three (3) Boutiques is \$340,000 to \$597,950, which includes (i) a \$135,000 development fee that is paid to us, and (ii) your total investment to begin operation of your initial franchised Boutique.

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 Jason Post, c/o The Now Franchise, LLC, 8149 Santa Monica Boulevard PMB 298, Los Angeles, California, 90046 or at (310) 788-3445.

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.

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2019 Franchise Disclosure Document

## 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 AND AREA DEVELOPMENT AGREEMENT REQUIRE YOU TO RESOLVE DISPUTES WITH US BY MEDIATION (AT OUR OPTION) AND LITIGATION ONLY IN CALIFORNIA. OUT-OF-STATE MEDIATION OR LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO MEDIATE WITH OR LITIGATE AGAINST US IN CALIFORNIA THAN IN YOUR OWN STATE.
2. THE FRANCHISE AGREEMENT AND AREA DEVELOPMENT AGREEMENT STATE THAT CALIFORNIA LAW GOVERNS THE AGREEMENT, EXCEPT WITH RESPECT TO (1) THE NON-COMPETITION COVENANTS SET FORTH IN THE AGREEMENTS (WHICH WILL BE GOVERNED BY THE STATE WHERE THE FRANCHISED BUSINESS IS LOCATED), AND (2) ANY CALIFORNIA FRANCHISE-RELATED LAWS UNLESS SUCH LAWS APPLY INDEPENDENT OF ANY REFERENCE TO THE CHOICE OF LAW PROVISION IN THE AGREEMENTS. WHEN APPLICABLE, THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
3. YOUR SPOUSE MUST SIGN A DOCUMENT THAT MAKES YOUR SPOUSE LIABLE FOR ALL FINANCIAL OBLIGATIONS UNDER THE FRANCHISE AGREEMENT, EVEN IF YOUR SPOUSE HAS NO OWNERSHIP INTEREST IN THE FRANCHISE. THIS GUARANTEE WILL PLACE BOTH YOUR AND YOUR SPOUSE'S MARITAL AND PERSONAL ASSETS (PERHAPS INCLUDING YOUR HOUSE) AT RISK IF YOUR FRANCHISE FAILS. IF YOU ARE AN ENTITY, THEN EACH OF YOUR OWNERS AND, AT OUR OPTION, THEIR RESPECTIVE SPOUSES MUST SIGN SUCH A DOCUMENT.
4. YOU MUST MAKE MINIMUM ROYALTY PAYMENTS AND ADVERTISING CONTRIBUTIONS REGARDLESS OF YOUR SALES LEVELS. YOUR INABILITY TO MAKE THESE PAYMENTS MAY RESULT IN TERMINATION OF YOUR FRANCHISE AND LOSS OF YOUR INVESTMENT.
5. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

*We may 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.*

## 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, Kentucky, Indiana, 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 registration and disclosure laws if an effective date is noted below for the state:

State	Effective Date
California	Pending Registration
Florida (exemption)	Pending Registration
Hawaii	Not Registered
Illinois	Pending Registration
Indiana	Pending Registration
Kentucky (one-time filing)	Pending Registration
Maryland	Pending Registration
Michigan	Pending Registration
Minnesota	Pending Registration
Nebraska (one-time filing)	Pending Registration
New York	Pending Registration
North Dakota	Not Registered
Rhode Island	Pending Registration
South Dakota	Not Registered
Texas (one-time filing)	Pending Registration
Utah (exemption)	Pending Registration
Virginia	Pending Registration
Washington	Pending Registration
Wisconsin	August 7, 2019

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