

FRANCHISE DISCLOSURE DOCUMENT OCT -4 SAN FRANCISCO OVERSIGHT



An Arizona limited liability company 7950 E Redfield Road, Suite 280 Scottsdale, Arizona 85260 Phone (480) 307-9377 Website www SPA810 com Email john dunatov@SPA810 com

Spa 810 L L C offers area representative franchises for the operation of a business that solicits, screens, recruits, develops, services and supports third party franchisees that operate spas under the name SPA 810 within a designated development territory

The total investment necessary to begin operation of a SPA 810 area representative franchise ranges from \$93,150 to \$689,500. This includes \$75,000 to \$600,000 that must be paid to us and our affiliates

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 government 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 the franchisor at 7950 E Redfield Road, Suite 280, Scottsdale, Arizona 85260 or by phone at (480) 307-9377

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 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 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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## 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 <u>EXHIBIT "A"</u> 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 AREA REPRESENTATIVE AGREEMENT REQUIRES THAT ALL DISAGREEMENTS BE SETTLED BY MEDIATION, ARBITRATION OR LITIGATION IN ARIZONA OUT-OF-STATE MEDIATION, ARBITRATION OR LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES IT MAY ALSO COST MORE TO MEDIATE, ARBITRATE OR LITIGATE WITH US IN ARIZONA THAN IN YOUR HOME STATE
- 2 THE AREA REPRESENTATIVE AGREEMENT STATES THAT ARIZONA LAW GOVERNS THESE AGREEMENTS, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW YOU MAY WANT TO COMPARE THESE LAWS EVEN THOUGH THE AREA REPRESENTATIVE AGREEMENT PROVIDES THAT "HOME STATE" LAW APPLIES, LOCAL LAW MAY SUPERSEDE IT IN YOUR STATE PLEASE REFER TO ANY STATE-SPECIFIC ADDENDUM THAT MAY BE ATTACHED TO THIS DISCLOSURE DOCUMENT FOR DETAILS
- 3 YOUR SPOUSE MUST SIGN A DOCUMENT WHICH MAKES YOUR SPOUSE LIABLE FOR YOUR FINANCIAL OBLIGATIONS UNDER THE AREA REPRESENTATIVE AGREEMENT, EVEN THOUGH YOUR SPOUSE HAS NO OWNERSHIP INTEREST IN THE BUSINESS THIS PLACES BOTH YOUR AND YOUR SPOUSE'S MARITAL AND PERSONAL ASSETS, INCLUDING YOUR HOUSE, AT RISK IF YOUR AREA REPRESENTATIVE FRANCHISE FAILS
- 4 THE FRANCHISOR'S FINANCIAL STATEMENTS SHOW THAT ITS LIABILITIES EXCEED ITS ASSETS THIS MEANS THAT THE FRANCHISOR MAY NOT HAVE THE FINANCIAL RESOURCES TO PROVIDE SERVICES OR SUPPORT TO YOU
- 5 THE FRANCHISOR'S AUDITED FINANCIAL STATEMENTS DATED DECEMBER 31, 2017 REFLECT THAT CURRENT LIABILITIES EXCEED CURRENT ASSETS, AND NEGATIVE EQUITY OF \$3,277,282 THIS MEANS THAT THE FRANCHISOR MAY NOT HAVE THE FINANCIAL RESOURCES TO PROVIDE SERVICES OR SUPPORT TO YOU
- 6 AS PER THE AUDITED BALANCE SHEET DATED DECEMBER 31, 2017, THE FRANCHISOR HAD A WORKING CAPITAL DEFICIENCY OF (\$3,304,810)
- 7 THE AREA REPRESENTATIVE IS REQUIRED TO MAKE AN ESTIMATED INITIAL INVESTMENT RANGING FROM \$93,150 TO \$689,500 THIS AMOUNT EXCEEDS THE FRANCHISOR'S STOCKHOLDERS EQUITY AS OF DECEMBER 31, 2017, WHICH IS (\$3,277,282)

Franchise Disclosure Document (2018 Area Rep California)



## **8** THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE

We 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	
Effective Date	, 2018	

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