



TownePlace SUITES® Marriott®

FRANCHISE DISCLOSURE DOCUMENT

MARRIOTT INTERNATIONAL, INC.
a Delaware corporation

MIF, L.L.C.
a Delaware limited liability company

10400 Fernwood Road
Bethesda, Maryland 20817
(301) 380-3000
www.marriott.com

The franchisee will establish and operate a TownePlace Suites by Marriott hotel that offers fully equipped suites for the extended-stay market segment at a moderate price.

The total investment necessary to begin operation of a newly-constructed TownePlace Suites by Marriott hotel ranges from \$8,882,780 to \$14,888,510 for a 100 to 130-suite TownePlace Suites by Marriott hotel. This includes the following initial fees that must be paid to the franchisor or an affiliate: a franchise application fee equal to the greater of \$50,000 or \$400 per suite; pre-opening training and opening authorization fees ranging from \$38,280 to \$63,410; a systems installation services fee of \$12,483 and, while you are not required to do so, if you choose to utilize our services or those of our affiliates for procurement, in 2014 we expect our mark-up and charges for these services to be (i) the greater of \$5,000 or approximately 4.5% to 5% of the cost to us of hotel opening operating supplies and equipment and services provided, and (ii) the greater of \$3,500 or approximately 4.5% to 5% of the cost to us of furniture, fixtures, and equipment and services provided. We provide a set of design construction criteria and certain design review services in partial consideration of the application fee. If your project is considered by us to be a modified prototype, a custom design, a conversion, or an adaptive reuse, we may charge you additional fees ranging from approximately \$5,000 to \$50,000, depending on the complexity of the project, including \$130 per hour per person for the additional time spent reviewing your plans and inspecting your hotel during the construction or conversion process. The estimate of total investment does not include the cost of land. Costs will vary based on the number of rooms, renovation or construction costs, and other factors.

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 Paula Mahrenholz at Marriott International, Inc., Franchise Development (Dept. 51/514.01), 10400 Fernwood Road, Bethesda, Maryland 20817, or the Development Department at (301) 380-3000.

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 [Buying A Franchise: A Consumer Guide](#), 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 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 the 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 F 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 LITIGATION IN MARYLAND. OUT OF STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO LITIGATE WITH US IN MARYLAND THAN IN YOUR OWN STATE.

2. THE FRANCHISE AGREEMENT STATES THAT MARYLAND 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 FRANCHISE AGREEMENT REQUIRES BOTH YOU AND US TO WAIVE TRIAL BY JURY.

4. IF THE HOTEL WILL BE LOCATED IN CALIFORNIA OR YOUR PRINCIPAL PLACE OF BUSINESS IS LOCATED IN CALIFORNIA, YOUR FRANCHISE AGREEMENT WILL REQUIRE THAT ALL DISPUTES BE SETTLED BY ARBITRATION IN MARYLAND. OUT OF STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO ARBITRATE WITH US IN MARYLAND THAN IN YOUR HOME STATE.

5. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

Effective Date: See the next page for state effective dates.

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