

FRANCHISE DISCLOSURE DOCUMENT

VaraniSmile, Inc.
A California Corporation
527 E. Olive Ave., Suite A
Turlock, CA 95380



Our franchisees operate independent businesses (“VS Businesses”) providing dental services under the VaraniSmile® trade name

The total investment necessary to begin operation of a VS Business franchise ranges from \$53,600 to \$146,000. This includes a \$15,000.00 starting fee and six monthly payments based upon production. For production, up to \$45,000 the fee will be \$1,500 a month, over \$45,000 to \$55,000 the fee will be \$2,500 a month and for production over \$55,000 the fee will be \$3,500 a month for a maximum total of \$57,000 that must be paid to the franchisor or an affiliate. This does not include the purchase of any real estate or office space.

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 payments 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 Antoine Varani at 527 E. Olive Ave., Suite A, Turlock, CA 95380, or (209) 667-8874.

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, such as 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 may contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You may also visit the FTC’s home page at <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.

ISSUANCE DATE: _____

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 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 LITIGATION ONLY IN CALIFORNIA. OUT-OF-STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES, IF YOU DO NOT LIVE IN CALIFORNIA. IT MAY ALSO COST YOU MORE TO LITIGATE WITH US IN CALIFORNIA THAN IN YOUR OWN STATE.

2. THE FRANCHISE AGREEMENT STATES THAT CALIFORNIA LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW IF YOU DO NOT LIVE IN CALIFORNIA. YOU MAY WANT TO COMPARE THESE LAWS.

3. THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

4. THE FRANCHISE AGREEMENT AND THIS DISCLOSURE DOCUMENT CONTAIN PROVISIONS THAT REQUIRE FRANCHISEE TO ACKNOWLEDGE THAT IT IS AN INDEPENDENT CONTRACTOR. WHETHER A FRANCHISEE IS CONSIDERED AN EMPLOYEE OR INDEPENDENT CONTRACTOR IN CALIFORNIA IS DETERMINED ON A CASE BY CASE BASIS. COURTS LOOK AT THE LANGUAGE IN THE CONTRACT AS WELL AS THE DEGREE OF CONTROL THE FRANCHISOR EXERTS OVER THE FRANCHISEE. THEREFORE, DEPENDING ON THE CIRCUMSTANCES, SUCH PROVISIONS THAT STATE THE FRANCHISEE IS AN INDEPENDENT CONTRACTOR MAY NOT BE ENFORCEABLE IN CALIFORNIA.

5. FAILURE TO OPEN THE FRANCHISE ON TIME MAY RESULT IN IMMEDIATE TERMINATION OF THE FRANCHISE AGREEMENT AND A COMPLETE LOSS OF YOUR INVESTMENT.

6. ALL THE OWNERS OF THE FRANCHISE AND THEIR SPOUSES WILL BE REQUIRED TO EXECUTE PERSONAL GUARANTEES. THIS REQUIREMENT PLACES THE PERSONAL AND MARITAL ASSETS OF THE FRANCHISE AT THE OWNERS(S) AT RISK.

7. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

STATE EFFECTIVE DATE(S): _____

The following states require that the Franchise Disclosure Document be registered or filed with the state, 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 Franchise Disclosure Document is registered, on file, or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

Name of State	Registration	Date
_____	_____	_____

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