

## FRANCHISE DISCLOSURE DOCUMENT



The Seals Franchising, LLC  
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We grant franchises known as “The Seals,” a business specializing in the sale and installation of gaskets for refrigeration door units, freezer doors, oven doors, hardware and cutting boards.

The total investment necessary to begin operation of The Seals franchise ranges from \$101,200 to \$147,300. This includes \$50,497 that must be paid to the franchisor or affiliate.

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/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 Justin Ghadery at The Seals Franchising, LLC, 6700 Forum Drive, Suite 150, Orlando, Florida 32821, telephone: (800) 231-6814.

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,” which can help you understand how to use this Disclosure Document is available from the Federal Trade Commission (“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](http://www.ftc.gov) for additional information on franchising. 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: April 1, 2026

## Special Risks to Consider About *This Franchise*

Certain states require the following risk(s) be highlighted:

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation or arbitration only in the State of Florida. Out-of-state mediation or arbitration may force you to accept a less favorable settlement for disputes. It may also cost more to mediate or arbitrate with the franchisor in Florida than in your own state.
2. **Mandatory Minimum Payments.** You must make minimum royalty or advertising fund payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.
3. **Supplier Control.** You must purchase all or nearly all of the inventory or supplies that are necessary to operate your business from the franchisor, its affiliates, or suppliers that the franchisor designates, at prices the franchisor or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchise business.
4. **Spousal Liability.** Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though 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.
5. **Sales Performance Required.** You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise, and loss of your investment.
6. **Spousal Liability.** Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though 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.
7. **Financial Condition.** The franchisor's financial condition as reflected in its financial statements (see Item 21) calls into question the franchisor's financial ability to provide services and support to you.
8. **Short Operating History.** The Franchisor is at an early state of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.
9. **Unopened Franchises.** The franchisor has signed a number of franchise agreements with franchisees who have not yet opened their outlets. If other franchisees are experiencing delays in opening their outlets, you also may experience delays in opening your own outlet.

Certain states may require other risks to be highlighted. Check the "State Specific Addenda" (if any) to see whether your state requires other risks to be highlighted.

- after an order is confirmed. You can choose to buy a small inventory of door closers and hinges to service immediate customer needs.
- (4) Rent. If permitted by law, and you have adequate space that has been approved by us, you may begin your business from your home, or you may rent an office. The low end is a climate-controlled 200 sq foot storage facility, and the high-end is a 1,000 sq foot office and warehouse combo. Rental charges and terms will vary. You should consult a local real estate expert. Provided your proposed location for the Business satisfies our site selection criteria, we will not unreasonably withhold our acceptance of the site. If you operate from a home address, you are still required to obtain a commercial mailing address (for example: street number, street name, city, state, and ZIP code) that meets the requirements of Google.
  - (5) Tenant improvements. The cost of the tenant improvements will depend on the size, location, and condition of the premises, and landlord contributions, if any. Your cost will be a function of the condition of the real estate and the extent of the necessary improvements. The low end assumes space requiring minimal changes to conform the space to an office and warehouse. The high end assumes a space requiring a greater degree of modifications.
  - (6) Vehicle. The number of vehicles depends on the size and location of your business operations. You are required to own or lease at least one service vehicle that meets our specifications. You may lease, or you also have the option to acquire a 2021 or newer model with under 60,000 miles. The range in the table above includes the first three months of estimated lease payments (based upon a 5-year lease). The amount you will pay will depend on the amount of your down payment (if any). Your expenses may be higher than the estimate, depending on whether you purchase or lease a new vehicle. The vehicles must be painted and wrapped according to our color and design specifications, and the trademarks must be professionally applied before the vehicle is put into service. You will also need to pay for gas, insurance, service, and repair.
  - (7) Computer equipment, phones, and Technology Fees. Includes computer hardware, software, and peripheral equipment, the monthly Technology Fee for three months, and telephone hardware and services.
  - (8) Local Marketing. You must engage in grand opening advertising of \$1,000 per month and expend such funds as we direct. The required Grand Opening Advertising Spend will begin one month prior to opening and end no earlier than twelve months after opening. This estimate is for the one month prior to opening and the three months thereafter. You may spend additional amounts on other pre-opening advertising that are arranged or approved by the Company.
  - (9) Additional Funds (Working Capital). The amount of working capital is projected to cover initial operating expenses, payroll costs, royalty, promotional fund fees, security deposits, professional fees, networking association fees, and any other general business expenses for a period of 3 months. The estimate of additional funds does not include an owner's salary or draw.

This estimates your initial start-up expenses for the initial phase of three months. Neither we, nor our affiliates, finance any part of the initial investment. This estimate is based on our Franchisees' experiences and our estimate of average costs and market conditions prevailing as of the date of this Disclosure Document. ~~Actual costs may vary and may be affected by factors beyond our control, including tariffs, inflation, supply chain disruptions, and changes in vendor pricing.~~

## **ITEM 8: RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES**

You must operate your Franchised Business in strict compliance with our prescribed methods, standards, and specifications as outlined in the Operating Manual (collectively, the "Operations Manual"). We may modify the Operations Manual at our sole discretion. It remains confidential and our exclusive property; you may not disclose, duplicate, or use it without authorization. The Operations Manual's provisions are incorporated into the Franchise Agreement as if fully stated therein. You are responsible for keeping your copy current. In case of a dispute regarding its content, our master copy at corporate headquarters will prevail.

Law (California Corporations Code §§31000 through 31516). Business and Professions Code §20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code §§20000 through 20043).

Neither the Franchisor, nor any person or franchise broker in Item 2 of the Franchise Disclosure Document, is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in that associate or exchange.

The Department has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The Commissioner has imposed a requirement for us to obtain a Guarantee of Performance from a guarantor who shows financial ability to meet the franchisor's obligations. Our guarantor is EverSmith Brands Holding Company and their financial statements are attached to this FDD in Exhibit B. We will provide you with a copy of the Guarantee of Performance upon request.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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**ILLINOIS ADDENDUM TO DISCLOSURE DOCUMENT,  
FRANCHISE AGREEMENT AND  
ALL RELATED AGREEMENTS REQUIRED BY THE STATE OF ILLINOIS**

In recognition of the requirements of the Illinois Franchise Disclosure Act of 1987, The Seals Services Franchise Disclosure Document for use in the State of Illinois shall be amended as follows:

Illinois law governs the Franchise Agreement.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Your rights upon Termination and Non-Renewal of an agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois

Franchise Disclosure Act **or any other law of Illinois** is void.

If you operate your Office from your residence then it will be automatically approved so long as your residence is within your Territory and meets the Franchisor's minimum standards and specifications.

All of the Franchisor's financial obligations are absolutely and unconditionally guaranteed by EverSmith Brands Holding Company. An executed Guarantee of Performance is included with the financial statements (see Item 21) attached to the Franchise Disclosure Document.

The disclosure document, franchise agreement and any document signed in connection with the franchise are supplemented with the following language:

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

FRANCHISEE:

FRANCHISOR:

The Seals Franchising, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## EXHIBIT J: STATE EFFECTIVE DATES

The following states require that the Franchise Disclosure Document be registered or filed with the state, or otherwise be exempt from registration: California, Florida, Illinois, Indiana, Kentucky, Maryland, Michigan, Minnesota, Nebraska, New York, North Dakota, Rhode Island, South Dakota, Texas, Utah, Virginia, Washington, and Wisconsin. This 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:

CALIFORNIA	Pending
HAWAII	Pending
ILLINOIS	<del>Pending</del> <u>April 20, 2026</u>
INDIANA	<del>Pending</del> <u>Effective</u>
MARYLAND	Pending
MICHIGAN	<del>Pending</del> <u>Effective</u>
MINNESOTA	Pending
NEW YORK	Pending
NORTH DAKOTA	Pending
RHODE ISLAND	<del>Pending</del> <u>Effective</u>
SOUTH DAKOTA	<del>Pending</del> <u>Effective</u>
VIRGINIA	Pending
WASHINGTON	Pending
WISCONSIN	<del>Pending</del> <u>April 19, 2026</u>

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.