

FRANCHISE DISCLOSURE DOCUMENT



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Department of
Business Oversight

Altitude Franchising, LLC
A Texas Limited Liability Company
7165 Colleyville
Suite 104
Colleyville, TX 76034
817-741-JUMP (5867)
curt@altitudetrampolinepark.com
www.altitudetrampolinepark.com

Altitude Franchising, LLC (“Franchisor”) is offering franchises to individuals or entities (hereinafter “Franchisee”) to use the Franchisor’s trademark ALTITUDE TRAMPOLINE PARK[®], the “SPIKE”[®] logo, and other related trademarks and proprietary information of Franchisor, for the purpose of operating an indoor trampoline park identified as ALTITUDE TRAMPOLINE PARK[®]. An ALTITUDE TRAMPOLINE PARK[®] provides recreational services in the nature of entertainment centers featuring indoor trampolines and other entertainment services, and sells products relating to the tradename and marks used by Franchisor relative to the operations of an ALTITUDE TRAMPOLINE PARK[®] (“Altitude,” “ATP Business” or “Park(s)”).

The total investment necessary to begin operation of a Park is estimated to be \$1,069,450.00. This includes the Initial Franchise Fee in the amount of \$30,000.00 that must be paid to the Franchisor.

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 our Franchising Department by mail at 7165 Colleyville, Suite 104, Colleyville, Texas 76034, by telephone at 817-741-5867 or by email to curt@altitudetrampolinepark.com.

The terms of your Franchise Agreement will govern the franchise relationship. Do not rely on the disclosure document alone to understand the Franchise Agreement. Read the Franchise Agreement carefully. Show the franchise agreement 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 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.

Effective Date: December 31, 2016

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.

Information comparing franchisors is available. Call the state administrator listed in Exhibit A or your public library for sources of information. If you learn that anything in the offering circular is untrue, contact the Federal Trade Commission and the appropriate state or provincial authority.

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 ARBITRATION ONLY IN TEXAS. 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 TEXAS THAN IN YOUR OWN STATE.
2. THE FRANCHISE AGREEMENT STATES THAT TEXAS LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTION AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
3. THE FRANCHISOR HAS BEEN OFFERING FRANCHISES FOR A SHORT PERIOD OF TIME. THEREFORE, THERE IS ONLY A BRIEF OPERATING HISTORY TO ASSIST YOU IN JUDGING WHETHER OR NOT TO MAKE THIS INVESTMENT.
4. IF YOU ARE MARRIED, YOUR SPOUSE MUST SIGN A PERSONAL GUARANTEE MAKING HIM/HER JOINTLY AND SEVERALLY LIABLE FOR ALL OBLIGATIONS OF THE FRANCHISE, WHETHER OR NOT SUCH SPOUSE IS INVOLVED IN THE OPERATION OF THE FRANCHISE BUSINESS. THIS REQUIREMENT PLACES PERSONAL ASSETS OF THE FRANCHISE OWNER(S) AND SPOUSE(S) AT RISK.
5. THE FRANCHISE AGREEMENT CONTAINS PROVISIONS WHICH LIMIT YOUR RIGHTS AND MAY NOT BE ENFORCEABLE IN CALIFORNIA INCLUDING BUT NOT LIMITED TO A WAIVER OF JURY TRIAL.

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