

2016

# FRANCHISE DISCLOSURE DOCUMENT



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Aqua-Tots Swim School Holding LLC  
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www.aqua-tots.com

Aqua-Tots Swim School Holding LLC (“Aqua-Tots Swim Schools”) offers franchises for the operation of a swim instruction school that offers the public small group, in home and private swim instruction and lessons and pool parties to the general public using our proven business models designed by Aqua-Tots Swim Schools under the trade name Aqua-Tots Swim Schools.

The total investment necessary to begin operation of a single unit Aqua-Tots Swim School is \$496,247 to \$1,014,747. This includes \$40,000 that must be paid to the franchisor or its affiliate.

If you want to obtain development rights to open and operate additional Aqua-Tots Swim Schools locations, you will pay an Initial Franchise Fee of \$30,000 for each subsequent Franchise you agree to open. You will pay us 50% of that Fee (\$15,000) for each subsequent outlet you agree to open under the Multi-Unit Development (“MUD”) Agreement at the same time and in the same manner as the Initial Franchise Agreement. The remaining 50% (\$15,000) per franchise will be paid at the time the Franchise Agreement is signed for each subsequent unit.

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 the 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 Paul Preston, Aqua-Tots Swim School Holding LLC, 1122 S. Greenfield Rd., Mesa, Arizona 85206; and Phone: (480) 621-3226.

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. 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. 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 Exhibit A 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 RISKS FACTORS before you buy this franchise:

1. THE FRANCHISE AGREEMENT AND MULTI-UNIT DEVELOPMENT AGREEMENT REQUIRE YOU TO RESOLVE ANY DISPUTES WITH US BY MANDATORY FACE-TO-FACE NEGOTIATION, NON-BINDING MEDIATION, ARBITRATION AND LITIGATION. THESE PROCEEDINGS TO NEGOTIATE, MEDIATE AND/OR ARBITRATE OR LITIGATE WILL TAKE PLACE ONLY IN ARIZONA. OUT OF STATE FACE-TO-FACE NEGOTIATION, MEDIATION ARBITRATION AND LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST MORE TO NEGOTIATE, MEDIATE AND/OR ARBITRATE OR LITIGATE WITH US IN ARIZONA THAN IN YOUR HOME STATE.
2. THE FRANCHISE AGREEMENT AND MULTI-UNIT DEVELOPMENT AGREEMENT STATE THAT ARIZONA LAW GOVERNS THE AGREEMENT. THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
3. IF THE FRANCHISEE IS AN ENTITY, FRANCHISOR REQUIRES THAT ALL OF OWNERS OF THE ENTITY MUST PERSONALLY GUARANTEE AND BE PERSONALLY BOUND BY THE FRANCHISEE'S OBLIGATIONS OWED TO THE FRANCHISOR.
4. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

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

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