



FRANCHISE DISCLOSURE DOCUMENT

B-N-S Franchises, LLC
a Missouri limited liability company
203B Ramsey Lane
Ballwin, MO 63021
636-394-2255
www.bnssports.us
ajaworowski@bnsml.us
jdaniels@bnsml.us

The franchisee will operate a Balls-n-Strikes Training Facility that offers baseball and softball instruction for people of all ages through camps, clinics, group lessons and private instruction.

The total investment necessary to begin operations of a Balls-n-Strikes franchised business is from \$90,000 to \$294,500. This includes between \$22,500 - \$33,000 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 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 Jerry S. Daniels or Aaron D. Jaworowski, B-N-S Franchises, LLC, 203B Ramsey Ln, Ballwin, MO 63021, 636-394-2255.

The terms of your contract will govern your franchise relationship. Don't rely on the Disclosure Document to understand your contract. Read all of your contract carefully. Show your contract and this Disclosure Document to an advisor, like a lawyer or 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.

ISSUANCE DATE: March 1, 2014

#1338668.3

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 G 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 MEDIATION AND/OR LITIGATION ONLY IN MISSOURI. OUT-OF-STATE MEDIATION AND LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO MEDIATE OR LITIGATE WITH US IN MISSOURI THAN IN YOUR HOME STATE.
2. THE FRANCHISE AGREEMENT STATES THAT MISSOURI 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. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

We may use the services of one or more FRANCHISE BROKERS or referral sources to assist us in selling our franchise. A franchise broker or referral source represents us, not you. We pay this person a fee for selling our franchise or referring you to us. You should be sure to do your own investigation of the franchise.

Illinois Effective Date:

#1338668.3

**B-N-S FRANCHISES, LLC
FRANCHISE DISCLOSURE DOCUMENT**

TABLE OF CONTENTS

<u>ITEM</u>	<u>PAGE</u>
ITEM 1 THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS, AND AFFILIATES	1
ITEM 2 BUSINESS EXPERIENCE	3
ITEM 3 LITIGATION.....	4
ITEM 4 BANKRUPTCY	4
ITEM 5 INITIAL FEES	4
ITEM 6 OTHER FEES.....	4
ITEM 7 ESTIMATED INITIAL INVESTMENT	7
ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES	9
ITEM 9 FRANCHISEE'S OBLIGATIONS	10
ITEM 10 FINANCING ARRANGEMENTS.....	11
ITEM 11 FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING	11
ITEM 12 TERRITORY.....	18
ITEM 13 TRADEMARKS	20
ITEM 14. PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION.....	21
ITEM 15. OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF YOUR BUSINESS.....	22
ITEM 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL.....	23
ITEM 17 RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION	23
ITEM 18 PUBLIC FIGURES	25
ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS	26
ITEM 20 OUTLETS AND FRANCHISEE INFORMATION	26
ITEM 21 FINANCIAL STATEMENTS	29
ITEM 22 CONTRACTS	29
ITEM 23 RECEIPT	29
<u>EXHIBITS</u>	
EXHIBIT A	FRANCHISE AGREEMENT
EXHIBIT B	TABLE OF CONTENTS OF MANUAL
EXHIBIT C	STATE LAW ADDENDUM
EXHIBIT D	LIST OF FRANCHISEES

#1338668.3

This is a document preview downloaded from FranchisePanda.com. The full document is available for free by visiting: <https://franchisepanda.com/franchises/balls-n-strikes>