



## FRANCHISE DISCLOSURE DOCUMENT DryJect, LLC 121 Bowne Road Wayside, New Jersey 07712 Phone: 1-732-610-0777 <u>peter@dryject.com</u> Website: www.dryject.com

DEPARTMENT OF CORPORATIONS

MAR 2 6 2013

The Franchisor is offering a patented, unique and exclusive aeration service. This service allows customers to have smooth, playable surfaces when aeration holes are filled with sand or soil amendments. This technology provides greater customer satisfaction and eliminates costs associated with alternative technologies.

The total investment necessary to begin operation of a DryJect Franchised Business is \$33,040 to \$169,650. This includes the initial fee of \$98,000 which must be paid to the franchisor and its affiliate.

This Disclosure Document summarizes 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 agency has verified the information contained in the 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, Peter van Drumpt, DryJect, LLC, 121 Bowne Road, Wayside, New Jersey 07712, Telephone: 732-610-0777.

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 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 "<u>A Consumer Guide to Buying a Franchise</u>", 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 <u>www.ftc.gov</u> 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 31, 2013



## 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.

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 RISK FACTORS before you buy this franchise:

1. EXCEPT FOR CERTAIN CLAIMS, THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY ARBITRATION ONLY IN NEW JERSEY. OUT-OF-STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST MORE TO ARBITRATE WITH US IN NEW JERSEY THAN IN YOUR OWN STATE.

2. THE FRANCHISE AGREEMENT PERMITS YOU TO SUE US ONLY IN NEW JERSEY. OUT OF STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO SUE US IN NEW JERSEY THAN IN YOUR HOME STATE.

3. THE FRANCHISE AGREEMENT STATES THAT NEW JERSEY LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU WANT TO COMPARE THESE LAWS. PLEASE REFER TO THE STATE-SPECIFIC ADDENDA AND RIDERS THAT ARE ATTACHED AS EXHIBITS J AND K TO THE DISCLOSURE DOCUMENT FOR DETAILS.

4. THE FRANCHISE AGREEMENT GRANTS FRANCHISEE AN EXCLUSIVE TERRITORY UNDER THE DRYJECT TRADEMARK EXCEPT THAT FRANCHISOR RESERVES FOR ITSELF AND ITS AFFILIATE THE RIGHT TO GRANT A FRANCHISE UNDER A DIFFERENT TRADE NAME WITHIN FRANCHISEE'S EXCLUSIVE TERRITORY.

5. THERE MAY BE OTHER RISKS CONCERING THIS FRANCHISE.

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

(FOR STATE ADDENDA AND RIDERS, SEE EXHIBITS J AND K)

DryJect LLC



## **STATE EFFECTIVE DATES**

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 or disclosure laws, with the following effective dates

State	Effective Date
California	
Hawaii	
Illinois	
Indiana	
Maryland	
Michigan	
Minnesota	
New York	
North Dakota	
Rhode Island	
South Dakota	
Virginia	
Washington	
Wisconsin	

In all the other states, the effective date of this Franchise Disclosure Document is the issuance date of March 31, 2013

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