

#### FRANCHISE DISCLOSURE DOCUMENT



### GAME KASTLE UNIVERSE, LLC

A California Limited Liability Company 440 Martin Avenue, Santa Clara, California 95050 Telephone: 408-515-5544 www.gamekastle.com franchises@gamekastle.com

We offer you a franchise to own and operate one "GAME KASTLE" retail game store and game event center featuring an array of approved products and services.

The total investment necessary to begin operation of game store is from \$185,000 to \$307,500. This includes the initial franchise fee of \$45,000 that must be paid to us. (See Item 7)

The total investment to begin operation as an Area Developer for the minimum of two game stores required to be developed is from \$352,500 to \$597,500, which includes the Initial Franchise Fee. The Initial Franchise Fee for the first game store is \$45,000. The Initial Franchise Fee for the second game store is reduced to \$27,500 for a total Development Fee of \$72,500 for the two stores. The Initial Franchise Fee for the third game store is reduced to \$22,500, for a total Development Fee of \$95,000 for the three stores. Each and every game store after the first three is an Initial Franchise Fee of \$22,500. The maximum number of franchise game stores permitted under the Area Development Agreement is negotiated and dependent upon the territory approved. (See Item 5 and 7).

This Disclosure Document summarizes certain provisions of your Franchise Agreement and other information in plain English. Read the 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 payments 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 availability of disclosures in different formats, contact our President, Shaw J. Mead, 440 Martin Avenue, Santa Clara, California 95050, 408-515-5544.

The terms of your contract will govern your franchise relationship. Do not rely on the Disclosure Document alone 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 ("FTC"). You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, N.W., Washington, D.C. 20580. You can also visit the FTC's home page at www.ftc.gov for additional information.

There may also be laws on franchising in your state. Ask your state agencies about them.

THE ISSUANCE DATE OF THIS DISCLOSURE DOCUMENT IS: April 8, 2020.



# **How to Use This Franchise Disclosure Document**

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

QUESTIONS	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about
	outlet sales, costs, profits or losses. You
	should also try to obtain this information
	from others, like current and former
	franchisees. You can find their names and
	contact information in Item 20 or Exhibits
TT 1 20 T 14 2 40	B and C.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's
	direction. Item 7 lists the initial
	investment to open. Item 8 describes the
	suppliers you must use.
Does the franchisor have the financial	Item 21 or Exhibit A includes financial
ability to provide support to my	statements. Review these statements
business?	carefully.
Is the franchise system stable, growing,	Item 20 summarizes the recent history of
or shrinking?	the number of company-owned and
Will are beginning to the order Comme	franchised outlets.
Will my business be the only Game Kastle Universe, LLC business in my	Item 12 and the "territory" provisions in the franchise agreement describe whether
area?	the franchisor and other franchisees can
	compete with you.
Does the franchisor have a troubled	Items 3 and 4 tell you whether the
legal history?	franchisor or its management have been
	involved in material litigation or
	bankruptcy proceedings.
What's it like to be a Game Kastle	Item 20 or Exhibits B and C list current
Universe, LLC franchisee?	and former franchisees. You can contact
What else should I know?	them to ask about their experiences.  These questions are only a few things you
What cise should I know:	should look for. Review 23 Items and all
	Exhibits in this disclosure all document to
	better understand this franchise
	opportunity. See the table of contents.



## What You Need To Know About Franchising Generally

<u>Continuing responsibility to pay fees.</u> You may have to pay royalties and other fees even if you are losing money.

**Business model can change.** The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

<u>Supplier restrictions.</u> You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

<u>Operating restrictions.</u> The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

<u>Competition from franchisor.</u> Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

**Renewal.** Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

When your franchise ends. The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

## **Some States Require Registration**

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit F.

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

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