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FRANCHISE DISCLOSURE DOCUMENTS

GAMES 2 U, INC.
a Delaware corporation
4417 Hudson Bend Road
Austin, Texas 78734
Telephone: (512) 266-0086
www.g2u.com

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As a Games2U franchisee, you will operate a business that provides mobile entertainment using various vehicles and game equipment, including climate-controlled mobile video game theaters, mobile movie theaters, cargo trailers, games and equipment, for parties, corporate events, community events, fundraisers and other similar events. We offer a customized cargo trailer with various games (Party Master), a custom cargo trailer with theater and multiple additional items (Party Extravaganza), a Sprinter van model (Party Van), a custom gooseneck trailer (Big Rig), and several variations of those models and equipment packages.

The total investment necessary to begin operation of a Party Master model is \$58,250 to \$69,050. This includes \$49,900 that must be paid to the franchisor and/or its affiliate, as appropriate. The total investment necessary to begin operation of a Party Extravaganza model is \$133,300 to \$186,250. This includes between \$124,500 and \$162,250 that must be paid to the franchisor and/or its affiliate, as appropriate. The total investment necessary to begin operation of a Party Van model is \$164,550 to \$192,900. This includes between \$149,500 and \$159,900 that must be paid to the franchisor and/or its affiliate, as appropriate. The total investment necessary to begin operation of a Big Rig model is \$159,050 to \$197,000. This includes between \$144,000 and \$166,000 that must be paid to the franchisor and/or its affiliate, as appropriate.

The total investment necessary to obtain multi-unit franchise rights for a Games2U franchised business will vary based on the number of territories purchased and total number (and type of) models and equipment you will purchase. When you sign the multi-unit operator agreement, you must pay us an initial fee that is equal to 100% of the initial franchise fee for each franchised business you will develop.

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 Stuart Pikoff at 4417 Hudson Bend Road, Austin, Texas 78734, telephone: (512) 266-0086.

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 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 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 **RISK FACTORS** before you buy this franchise:

1. THE FRANCHISE AGREEMENT AND MULTI-UNIT OPERATOR AGREEMENT REQUIRE YOU TO RESOLVE DISPUTES WITH US BY ARBITRATION (OR LITIGATION, IF ARBITRATION IS NOT APPLICABLE) ONLY IN TEXAS. OUT-OF-STATE LITIGATION OR ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO LITIGATE OR ARBITRATE WITH US IN TEXAS THAN IN YOUR OWN STATE.
2. THE FRANCHISE AGREEMENT AND MULTI-UNIT OPERATOR AGREEMENT STATE THAT TEXAS LAW GOVERNS THE AGREEMENTS, 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.

Effective Dates:

California:	Nebraska:
Florida:	New York:
Hawaii:	Rhode Island:
Illinois:	Texas:
Indiana:	Utah:
Kentucky:	Virginia:
Maryland:	Washington:
Michigan:	Wisconsin:
Minnesota:	

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