# FRANCHISE PANDA.com

### FRANCHISE DISCLOSURE DOCUMENT

GPPI, Inc. 221 Main Street, Suite 780 San Francisco, CA 94105 (415) 528-5411 www.gymboreeclasses.com

GYMBOREE PLAY & MUSIC

Gymboree Play & Music Centers offer non-therapeutic sensory-motor, child programs (with or without a parent), early childhood music and art programs, exercise programs, birthday parties, theme parties and story line parties for infants and children in specified ages, and programs for parents and parents-to-be, using specially designed equipment and program aids. Metro Play Centers offer a limited selection of the above programming. This Disclosure Document describes the offer of the right to establish and operate one or more Play & Music Centers or Metro Play Centers.

<u>Play & Music Center</u>. The total investment necessary to begin operation of a single standard Play & Music Center is \$151,500 - \$387,460. This includes \$104,500 - 110,060 that must be paid to us or our affiliate. The total investment necessary to begin operation of a smaller format single Play & Music Mini Center is \$133,500 - \$264,460. This includes \$86,500 - \$92,060 that must be paid to us or our affiliate.

Metro Play Centers. The total investment necessary to begin operation of a single standards Metro Play Center is \$124,000 - \$244,800. This includes \$91,700 - \$97,400 that must be paid to us or our affiliate. The total investment necessary to begin operation of a smaller format single Metro Play Mini Center is \$106,000 - \$216,800. This includes \$73,700 - \$79,400 that must be paid to us or our affiliate.

<u>Development Agreement</u>. If you enter into a Development Agreement for the right to develop one or more Centers, you must pay to us a lump sum, non-refundable development fee. The development fee will be the sum of the applicable initial franchise fees for the number of Centers you agree to develop. The initial franchise fee for a single Play & Music Center is \$45,000. The initial franchise fee for a single Metro Play Center is \$35,000. The development fee will be credited towards the initial franchise fee for each Center developed.

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 the Franchise Development Department at 221 Main Street, Suite 780, San Francisco, California 94105 or (415) 528-5411.

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, 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.

**Issue Date: August 30, 2019** (See State Cover Page for state effective dates.)



#### 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 LITIGATION ONLY IN CALIFORNIA. 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 CALIFORNIA THAN IN YOUR OWN STATE.
- 2. THE FRANCHISE AGREEMENT STATES THAT CALIFORNIA 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.

#### Effective Dates:

State	Effective Date	State	Effective Date
California	November 14, 2018 (Exempt)	Michigan	May 1, 2019
Connecticut	April 20, 2010	Nebraska	February 9, 1998
Florida	December 30, 2018	New York	Exempt
Illinois	Exempt	Texas	January 29, 2003
Indiana	Exempt	Virginia	, 2019
Kentucky	November 17, 2004	Washington	, 2019
Maryland	, 2019		



## TABLE OF CONTENTS

			<u>]</u>	<u>Page</u>
ITEM 1	THE FRANCHISOR AND ANY PARENT	S, PREDECE	SSORS, AND AFFILIATES	1
ITEM 2	BUSINESS EXPERIENCE			4
ITEM 3 I	LITIGATION			5
ITEM 4	BANKRUPTCY			6
ITEM 5	INITIAL FEES			6
ITEM 6	OTHER FEES			7
ITEM 7 ESTIMATED INITIAL INVESTMENT				
ITEM 8 1	RESTRICTIONS ON SOURCES OF PRO	DUCTS AND	SERVICES	16
	FRANCHISEE'S OBLIGATIONS			
ITEM 10 FINANCING				
	FRANCHISOR'S ASSISTANCE, ADVE			20
1112141 11	TRAINING			20
ITEM 12	TERRITORY			29
ITEM 13	TRADEMARKS			32
ITEM 14	PATENTS, COPYRIGHTS AND PROPE	RIETARY INF	ORMATION	33
ITEM 15	OBLIGATION TO PARTICIPATE IN T	HE ACTUAL (	OPERATION OF THE FRANCHIS	SE
	BUSINESS			35
ITEM 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL				
ITEM 17	RENEWAL, TERMINATION, TRANSF	ER AND DISP	UTE RESOLUTION	37
ITEM 18	PUBLIC FIGURES			42
ITEM 19	FINANCIAL PERFORMANCE REPRES	SENTATIONS		42
ITEM 20	OUTLETS AND FRANCHISEE INFOR	MATION		43
ITEM 21	FINANCIAL STATEMENTS			51
ITEM 22	CONTRACTS			52
ITEM 23	RECEIPTS			52
Exhibit A-1 Exhibit A-2	List of Franchisees List of Former Franchisees	Exhibit F Exhibit G	Subordination Agreement	-anta
Exhibit B	Financial Statements	Exilibit G	List of State Administrators and Ag for Service of Process	;ems
Exhibit C	Development Agreement	Exhibit H	Statement of Prospective Franchise	e
Exhibit D-1	Play & Music Center Franchise	Exhibit I	State Addenda	
E 1315 B C	Agreement	Exhibit J	Extranet License Agreement	
Exhibit D-2 Exhibit E	Metro Play Center Franchise Agreement Table of Contents of Operations Manual	Exhibit K Exhibit L	E-Mail Use Agreement Receipt	

nis is a document preview downloaded from FranchisePanda.com. The full document is available fo se by visiting: https://franchisepanda.com/franchises/gymboree-play-music	r