

FRANCHISE DISCLOSURE DOCUMENTRECEIVED
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HAPPY TO BE HERE, INCORPORATED4920 Wyaconda Road
North Bethesda, Maryland 20852
888-DOGTOPIA
240-514-0210
jeffm@dogdaycare.com
www.dogdaycare.com

As a DOGTOPIA® franchisee, you will operate a business that offers services for dogs such as daycare, boarding and training, and that offers related products for retail sale.

The total investment necessary to begin operation of a DOGTOPIA franchised business ranges from \$243,100 to \$458,500. This includes \$40,000 that must be paid to franchisor. See Items 5 and 7 for more information.

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, 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 to you. To discuss the availability of disclosures in different formats, contact Jeffrey Mathews at 4920 Wyaconda Road, North Bethesda, Maryland 20852, 888-DOGTOPIA, jeffm@dogdaycare.com.

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

Issuance Date: ~~March 18, 2011~~ April 9, 2012

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 REQUIRES YOU TO LITIGATE OR, AT OUR OPTION, ARBITRATE DISPUTES WITH US IN VIRGINIA. 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 VIRGINIA THAN IN YOUR OWN STATE.
2. THE FRANCHISE AGREEMENT STATES THAT VIRGINIA 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 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 make sure to do your own investigation of the franchise.

Effective Dates: See next page for effective dates in various jurisdictions.

STATE EFFECTIVE DATES

This disclosure document is effective as of the issuance date for use in Alabama, Alaska, Arizona, Arkansas, Colorado, Connecticut, Delaware, Florida, Georgia, Idaho, Iowa, Kansas, Kentucky, Louisiana, Maine, Massachusetts, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, North Carolina, Ohio, Oklahoma, Oregon, Pennsylvania, South Carolina, Tennessee, Texas, Vermont, West Virginia, Wisconsin (*offers*), Wyoming, Washington, D.C., American Samoa, Federated States of Micronesia, Guam, Marshall Islands, Northern Mariana Islands (including Saipan), Palau, Puerto Rico and Virgin Islands.

This disclosure document is effective and may be used in the following states, where the disclosure document is filed, registered or exempt from registration as of the dates indicated:

California: ~~March 24, 2011~~ []
Illinois: ~~April 25, 2011~~ []
Indiana: ~~March 21, 2011~~ []
Maryland: []
New York: ~~March 23, 2011~~ []
Virginia: ~~March 30, 2011~~ []
~~Washington: March 28, 2011~~

This disclosure document is not effective and may not be used in the following states, where it is not currently filed, registered or exempt from registration: Hawaii, Michigan, Minnesota, North Dakota, Rhode Island, South Dakota, Utah, Washington and Wisconsin (*sales*).

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