

FRANCHISE DISCLOSURE DOCUMENT



i9 SPORTS CORPORATION a Florida corporation 9410 Camden Field Parkway Riverview, Florida 33578 Telephone: (813) 324-2000 Fax: (813) 630-5810 www.i9sports.com

The franchise offered is for the operation of an i9 Sports[®] Franchise, which utilizes our System, the Copyrights and Marks to operate, market, sell and provide amateur sports leagues, camps, tournaments, clinics, training, development, social activities, special events, products and related services that we designate or approve.

The total investment necessary to begin operation of an i9 Sports[®] Franchise as an area developer ranges from \$36,500 to \$69,900. This includes \$15,000 to \$39,900 that must be paid to the franchisor or its affiliates prior to opening.

This disclosure document summarizes certain provisions of your Area Developer 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 or grant. 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 Brian Sanders at 9410 Camden Field Parkway, Riverview, Florida 33578 and (813) 324-2000.

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 F for information about the franchisor or about franchising in your state.

MANY AREA DEVELOPER 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. AT OUR OPTION, THE AREA DEVELOPER AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY MEDIATION ONLY IN HILLSBOROUGH COUNTY, FLORIDA. OUT-OF-STATE MEDIATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO MEDIATE WITH US IN FLORIDA THAN IN YOUR OWN STATE.
- 2. CERTAIN DISPUTES WITH US NOT SUBJECT TO MEDIATION MUST BE RESOLVED BY LITIGATION ONLY IN FLORIDA. OUT-OF-STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT. IT MAY ALSO COST YOU MORE TO LITIGATE WITH US IN FLORIDA THAN IN YOUR OWN STATE.
- 3. THE AREA DEVELOPER AGREEMENT STATES THAT FLORIDA 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.
- 4. WE MAY REQUIRE THE FRANCHISEE AND THEIR SPOUSE TO EXECUTE A PERSONAL GUARANTEE MAKING SUCH SPOUSE JOINTLY AND SEVERALLY LIABLE FOR ALL OBLIGATIONS OF THE FRANCHISEE UNDER THE AREA DEVELOPER AGREEMENT, WHETHER OR NOT SUCH SPOUSE IS INVOLVED IN THE OPERATION OF THE FRANCHISE BUSINESS. THIS PLACES THE PERSONAL AND MARITAL ASSETS OF THE FRANCHISE OWNER AND THEIR SPOUSE AT RISK.
- 5. THE AREA DEVELOPMENT AGREEMENT REQUIRES YOU TO PAY LIQUIDATED DAMAGES IF YOUR AREA DEVELOPMENT AGREEMENT IS TERMINATED FOR CAUSE.
- 6. YOUR RIGHTS WITHIN THE NETWORK AREA ARE DEPENDENT UPON ACHIEVING MINIMUM PERFORMANCE STANDARDS. FAILURE TO MEET THE PERFORMANCE STANDARDS IN ANY PERFORMANCE PERIOD MAY RESULT IN TERMINATION OF THE AREA DEVELOPMENT AGREEMENT.
- 7. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.
- 8. THE AREA DEVELOPER WILL BE REQUIRED TO MAKE AN ESTIMATED INITIAL INVESTMENT RANGING FROM \$36,500 TO \$69,900. THIS AMOUNT EXCEEDS THE STOCKHOLDERS EQUITY AS OF DECEMBER 31, 2017 WHICH IS (\$8,419,190).



9. YOU MUST MAKE MINIMUM ROYALTY, ADVERTISING, AND OTHER PAYMENTS, REGARDLESS OF YOUR SALES LEVELS. YOUR INABILITY TO MAKE THE PAYMENTS MAY RESULT IN TERMINATION OF YOUR FRANCHISE AND LOSS OF YOUR INVESTMENT.

We may 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 be sure to do your own investigation of the franchise.

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