

FRANCHISE DISCLOSURE DOCUMENT

Pennington Golf Design Franchise, Inc
A Georgia Corporation
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www.IntelliTurfFranchise.com

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DEPARTMENT OF
BUSINESS OVERSIGHT
SAN FRANCISCO

The franchise offered is for the operation of an INTELLITURF® business within a particular geographic territory. The business features the sale of synthetic turf, as well as the option to design, install and/or offer consulting services related to the installation of synthetic turf for golf green design, recreational uses and landscape solutions.

The total initial investment necessary to begin operation of an INTELLITURF business is from \$48,052 to \$131,168. This includes \$25,000 to \$29,000 that must be paid to us or our affiliates. If you are an existing franchisee acquiring an additional franchise, the total initial investment necessary to begin operation of an INTELLITURF business is from \$40,052 to \$123,168. This includes \$17,000 to \$21,000 that must be paid to us.

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, us 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 our corporate office at 2700 Northeast Expressway NE, Suite A-110, Atlanta, Georgia 30345, 1-800-490-2971.

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 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 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 to this Franchise Disclosure Document for information about the franchisor, about other franchisors, 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 YOUR FAILURE TO MEET MINIMUM PERFORMANCE STANDARDS MAY LEAD TO THE TERMINATION OR NONRENEWAL OF THE FRANCHISE AGREEMENT OR A REDUCTION IN THE SIZE OF YOUR TERRITORY

2 THE FRANCHISE AGREEMENT REQUIRES YOU TO MEDIATE OR ARBITRATE ONLY IN THE CITY OF OUR CORPORATE HEADQUARTERS (CURRENTLY, ATLANTA, GEORGIA). OUT OF STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT ALSO MAY COST MORE TO MEDIATE OR ARBITRATE WITH US IN THE CITY OF OUR CORPORATE HEADQUARTERS THAN IN YOUR HOME STATE

3 THE FRANCHISE AGREEMENT STATES THAT THE LAWS OF GEORGIA GOVERN THE AGREEMENT. TO THE EXTENT NOT SUBJECT TO MEDIATION OR ARBITRATION, ANY CAUSE OF ACTION, CLAIM, SUIT OR DEMAND MUST BE BROUGHT IN THE FEDERAL DISTRICT COURT OR COUNTY DISTRICT COURT IN THE CITY OF OUR CORPORATE HEADQUARTERS (CURRENTLY, ATLANTA, GEORGIA), ALTHOUGH THE GOVERNING LAW MAY PROVIDE THAT ANY PROVISIONS OF THE FRANCHISE AGREEMENT DESIGNATING JURISDICTION OUTSIDE OF THE STATE ARE VOID. IT MAY COST MORE TO LITIGATE WITH US IN THE CITY OF OUR CORPORATE HEADQUARTERS THAN IN YOUR HOME STATE

4 EVEN THOUGH THE FRANCHISE AGREEMENT STATES THAT GEORGIA LAW GOVERNS THE AGREEMENT, LOCAL LAW MAY SUPERSEDE IT IN YOUR STATE. PLEASE REFER TO ANY STATE-SPECIFIC ADDENDUM THAT MAY BE ATTACHED TO THE DISCLOSURE DOCUMENT FOR DETAILS

5 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 franchises. A franchise broker or referral sources 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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EXHIBITS

- A List of Agents to Receive Service of Process and State Agencies
- B Franchise Agreement with Appendices A (Territory), B (Trademarks), C (Minimum Performance Standards), D (Draft Authorization), E (Assignment of Telephone Numbers), F (Assignment of Domain Name and E-mail Address), and G (Ownership Addendum)
- C Confidential Disclosure Agreement
- D Financial Statements
- E List of Franchisees
- F Sample Release
- G Receipts

This is a document preview downloaded from FranchisePanda.com. The full document is available for free by visiting: <https://franchisepanda.com/franchises/intelliturf>