

## FRANCHISE DISCLOSURE DOCUMENT



JumpBunch, Inc.
a Maryland corporation
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www.jumpbunch.com

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JumpBunch businesses provide sports, fitness, physical education training, and educational programs to children in preschool facilities, daycare centers, other school facilities, and similar facilities ("JumpBunch Business(es)").

The total initial investment necessary to begin operation of a single JumpBunch Business ranges from \$45,800 to \$59,300. This includes \$31,000 which must be paid to the franchisor or its affiliates.

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 Thomas Bunchman at 4871 Bridle Court, Oldsmar, FL 34677, and (410) 703-2300.

The terms of your contract will govern your franchise relationship. Don't rely on this 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. 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.

**Issuance Date: April 30, 2019** 



## 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  $\underline{\text{Exhibit C}}$  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 ARBITRATION/LITIGATION ONLY IN FLORIDA. OUT-OF-STATE ARBITRATION/LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO ARBITRATE/LITIGATE WITH US IN FLORIDA THAN IN YOUR OWN STATE.
- 2. WE AND OUR AFFILIATES MAY ESTABLISH OTHER CHANNELS OF DISTRIBUTION AND SELL OR DISTRIBUTE ANY PRODUCT OR SERVICE TO THE GENERAL PUBLIC UNDER THE SAME AND/OR DIFFERENT TRADEMARKS, IN COMPETITION WITH THE FRANCHISE.
- 3. YOUR SPOUSE, AND THE SPOUSES OF THE FRANCHISE OWNERS AND GUARANTORS, AS THE CASE MAY BE, ARE REQUIRED TO SIGN THE GUARANTY AND ASSUMPTION OF FRANCHISE OBLIGATIONS. SUCH SPOUSE(S) WILL BE JOINTLY AND SEVERALLY LIABLE FOR ALL DEBTS OF THE FRANCHISE, WHETHER OR NOT INVOLVED IN THE OPERATION OF THE FRANCHISED BUSINESS. THIS REQUIREMENT PLACES THE PERSONAL AND MARITAL ASSETS OF THE FRANCHISE OWNERS AND SPOUSES AT RISK.
- 4. SPOUSE(S) AND MEMBERS OF THE IMMEDIATE FAMILIES OF THE FRANCHISEE AND THE FRANCHISE OWNERS ARE BOUND BY THE COVENANTS NOT TO COMPETE EVEN IF SUCH SPOUSE AND IMMEDIATE FAMILY MEMBERS ARE NOT INVOLVED IN THE OPERATION OF THE FRANCHISE. SPOUSES AND IMMEDIATE FAMILY MEMBERS ARE PROHIBITED FROM OWNING, OPERATING, OR PERFORMING SERVICES FOR A COMPETING BUSINESS DURING AND AFTER THE TERM OF THE AGREEMENT.
- 5. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.



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 is <u>our</u> agent and 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.

Effective Dates: See next page for state effective dates.

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