

Department of
Business Oversight

JUL 14 2015

FRANCHISE DISCLOSURE DOCUMENT

Mighty Kicks Franchising LLC
A Virginia Limited Liability Company
6938 Rosemont Court
Fort Collins, CO 80525
(617) 827-1775
luke@mightykicks.net
www.mightykicks.net

RECEIVED
San Francisco



The franchisee will operate a Mighty Kicks franchise Program to daycares, preschools, elementary schools, and child learning centers along with an Open Program (open to the community) and Recreational Leagues for children ages 2-8. Recreational League(s) are defined as non-competitive, fun, introductory soccer league with practices and games utilizing volunteer coaches to assist the teams. The total investment necessary to begin operation of a Mighty Kicks franchise is \$9,200 – \$15,200. This includes \$8,700 that must be paid to the franchisor or affiliate.

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 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 Mighty Kicks Franchising, LLC at 6938 Rosemont Court, Fort Collins, CO 80525 and (617) 827-1775.

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.

Issuance Date March 19, 2015

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 RESOLVE DISPUTES WITH US BY ARBITRATION ONLY IN LARIMER COUNTY, COLORADO. OUT-OF-STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO ARBITRATE WITH US IN COLORADO 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) THE FRANCHISE AGREEMENT STATES THAT FRANCHISEE AND FRANCHISOR EACH IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF THEM.
- 4) BEGINNING THE 5TH MONTH AFTER YOU SIGN THE FRANCHISE AGREEMENT, YOU MUST PAY US \$225 PER MONTH, IRRESPECTIVE OF YOUR FRANCHISE REVENUES.

THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

(SEE THE STATE SPECIFIC ADDENDA ATTACHED AS EXHIBIT F)

Note: The agreement provisions referred to in the risk factors may be void under some state franchise laws. See the State Specific Addenda, which are attached to this Disclosure Document as Exhibit F.

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 be sure to do your own investigation of the franchise.

Effective Date _____

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