

FRANCHISE DISCLOSURE DOCUMENT



3924 Dalgreen Circle, Dallas, TX 75214

214-738-8737

e-mail address info@playtri.com

www.playtri.com

The franchise is for the establishment and operation of a retail store called Playtri® offering a wide variety of multisport items and physical training and coaching under the Playtri trade name and business system (“**Playtri Store**” or “**Store**”).

The total investment necessary to begin operation of a single franchised Playtri Store ranges from \$173,500 to \$399,667 including \$0 to \$29,500 for a single Store, (“**Initial Franchise Fee**”) that must be paid to us. Existing Endurance House franchisees in good standing have the option of converting to a Playtri franchise without paying an initial franchise fee.

We also offer a Multi-Unit Development Agreement (“**MUDA**”), which is not a franchise agreement but permits you the privilege to develop between 3 to 5 Playtri Stores during a negotiated development period of time. The total investment under the MUDA ranges from \$700,000 for 3 stores to \$2,149,885 for 5 stores.

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 Playtri at 3924 Dalgreen Circle, Dallas, TX 75214 or info@playtri.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 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 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 OF THIS DISCLOSURE DOCUMENT.

Call the state franchise administrator listed in Attachment 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 PERMITS YOU TO MEDIATE ONLY IN DALLAS, TEXAS AND SUE US ONLY IN DALLAS COUNTY, TEXAS. OUT OF STATE MEDIATION AND LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST MORE TO MEDIATE IN DALLAS, TEXAS AND LITIGATE WITH US IN DALLAS COUNTY, TEXAS THAN IN YOUR HOME STATE.**
- 2. THE FRANCHISE AGREEMENT STATES THAT TEXAS LAW GOVERNS THE AGREEMENTS, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS. STATE FRANCHISE REGISTRATION AND RELATIONSHIP LAWS OFTEN PROVIDE THAT CHOICE OF LAW PROVISIONS ARE VOID OR SUPERSEDED TO THE EXTENT THAT THE CHOICE OF A DIFFERENT STATE'S LAW WOULD DENY A FRANCHISEE THE PROTECTIONS IT WOULD BE ENTITLED TO UNDER LOCAL LAW. YOU SHOULD INVESTIGATE WHETHER YOUR PURCHASE OF THE FRANCHISE FALLS UNDER THE JURISDICTION OF A STATE REGISTRATION OR RELATIONSHIP LAW.**
- 3. UNDER THE TERMS OF THE FRANCHISE AGREEMENT YOUR SPOUSE MUST SIGN THE PERSONAL GUARANTY MAKING YOUR SPOUSE JOINTLY AND SEVERALLY LIABLE FOR ALL OBLIGATIONS OF THE FRANCHISE BUSINESS. THIS REQUIREMENT PLACES YOUR ASSETS AND YOUR SPOUSE'S ASSETS AT RISK.**
- 4. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.**

See the following state effective date summary page for state effective dates

EFFECTIVE DATES:

CA _____

FL _____

HI _____

IL _____

IN _____

MD _____

MI _____

MN _____

NY _____

ND _____

RI _____

SD _____

UT _____

VA _____

WA _____

WI _____

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