

## FRANCHISE DISCLOSURE DOCUMENT

Craig Moody, President and CEO  
**SHOOT 360 FRANCHISE, LLC**  
12403 NE 60<sup>TH</sup> WAY, #D-1  
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360-433-9841  
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www.Shoot360.com



We are **SHOOT 360 FRANCHISE, LLC**, a Washington limited liability company. We offer and support a franchise system of gyms for basketball shooting, passing and ball handling training. We offer franchises to own and operate Shoot 360 basketball skills development facilities. This is done under the "**Shoot 360**"<sup>®</sup> names and logos.

The estimated initial investment required for this franchise ranges from **\$766,500 to \$1,985,000**. This includes an Initial Franchise Fee of **\$30,000**, which is paid to us. It also includes with the price you pay to approved suppliers to deliver to you a completely furnished and equipped Shoot 360 training facility ready for installation at your site (the "Shoot 360 Package"). The Shoot 360 Package price is typically **\$520,000 to \$975,000**. Refer to Items 5, 6 and 7 of this disclosure document for more information.

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 our President and CEO, Craig Moody, at 12403 NE 60<sup>th</sup> Way, #D-1, Vancouver, WA 98682, 360-433-9841.

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, D.C. 20580. You can also visit the FTC's home page at [www.ftc.gov](http://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.

This Franchise Disclosure Document is effective as of **March 31, 2017**.

Issuance Date: **March 31, 2017**

1. Federal Trade Commission: **March 31, 2017**
  
2. States Requiring Registration                      Effective Date (not approved if blank):

California	
Florida	
Hawaii	
Illinois	
Indiana	
Kentucky	
Maryland	
Michigan	
Minnesota	
Nebraska	March 28, 2017
New York	
Texas	
Utah	March 30, 2017
Virginia	
Washington	
Wisconsin	

## 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. IF YOU LEARN THAT ANYTHING IN THIS DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND YOUR STATE OR PROVINCIAL AUTHORITY.

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 THAT ALL DISAGREEMENTS BE SETTLED BY ARBITRATION IN WASHINGTON. OUT OF STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST MORE TO ARBITRATE WITH US IN WASHINGTON THAN IN YOUR HOME STATE.
2. THE FRANCHISE AGREEMENT STATES THAT WASHINGTON 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. YOUR STATE LAW MAY SUPERSEDE THIS PROVISION AND IT MAY NOT BE ENFORCEABLE IN YOUR STATE. PLEASE REFER TO THE STATE LAW ADDENDUM FOR DETAILS.
3. THE FRANCHISE AGREEMENT STATES THAT FAILURE TO ACHIEVE AND MAINTAIN PERFORMANCE LEVELS WILL RESULT IN THE TERMINATION OF THE FRANCHISE.
4. YOU AND ALL OF YOUR PARTNERS, MEMBERS, SHAREHOLDERS, OR OWNERS MUST PERSONALLY SIGN THE FRANCHISE AGREEMENT OR JOINTLY SEVERALLY, IRREVOCABLY, AND UNCONDITIONALLY GUARANTEE TO US THE DUE AND PUNCTUAL OBSERVANCE AND PERFORMANCE BY YOU OF ALL OF YOUR OBLIGATIONS UNDER THE FRANCHISE AGREEMENT AND ANY OTHER AGREEMENT TO WHICH YOU AND WE ARE PARTIES AND, IN PARTICULAR, THE TERMS OF THAT GUARANTEE. (Franchise Agreement, Section 10.14)
5. YOU AGREE TO WAIVE ANY CLAIMS, DEMANDS, OR DAMAGES ARISING FROM OR RELATED TO OUR UNCONDITIONAL RIGHT TO TRANSFER THE FRANCHISE AGREEMENT OR TO SELL OUR ASSETS, THE SERVICE MARKS, OR THE SHOOT 360 SYSTEM. (Franchise Agreement, Section 8.1(c))
6. YOU WILL HAVE NO EXCLUSIVE, PROTECTED, OR RESERVED TERRITORY EXCEPT THAT WE GENERALLY REQUIRE NEW FRANCHISEES TO BE LOCATED NO CLOSER THAN ONE TO ONE AND ONE-HALF MILES FROM YOUR FRANCHISE PREMISE BUT THIS POLICY WILL BE MODIFIED IN CASES WHERE GEOGRAPHIC/DEMOGRAPHIC CHARACTERISTICS OF THE MARKET DICTATE CLOSER PLACEMENT. (Franchise Agreement, Section 2.9)
7. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

### 3 - **SHOOT 360** FRANCHISE DISCLOSURE DOCUMENT

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