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FRANCHISE DISCLOSURE DOCUMENT Tippi Toes, Inc. BUGINESS OVERSIGHT An Oklahoma Corporation SAN FRANCISCO 1600 Lake Air Drive Waco, TX 76710

> 270/779-0228 www.tippitoesdance.com

The franchise offered is for the operation of a Tippi Toes Dance facility, hereinafter, referred to as Tippi Toes. The franchise will conduct lessons and courses in dance for children ages 18 months to 12 years of age.

The total investment necessary to begin operation of a Tippi Toes Franchise is between \$52,000 and \$62,500 This includes the \$32,000 initial franchise fee and \$3,000 training fee that must be paid to the franchisor This sum does not include rent for a business location

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 Chuck Williams, 1600 Lake Air Drive, Ste 122, Waco, TX 76710, 254/776-4025

The terms of your contract will govern your franchise relationship Don't rely on the disclosure document alone to understand your contract. Read your entire 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 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

Date of Issuance March 1, 2016



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 E 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 IT BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND THAT VENUE SHALL BE IN TEXAS, FOR ANY DISPUTES WHICH MAY ARISE BETWEEN YOU AND TIPPI TOES, INC THIS MAY BE FAVORABLE OR UNFAVORABLE TO YOU EVEN THOUGH THE FRANCHISE AGREEMENT PROVIDES THAT "HOME STATE" LAW APPLIES, LOCAL LAW MAY SUPERSEDE IT IN YOUR STATE PLEASE REFER TO ANY STATE-SPECIFIC ADDENDUM THAT MAY BE ATTACHED TO THE FRANCHISE DISCLOSURE DOCUMENT FOR DETAILS
- 2 YOU RECEIVE A PRIMARY TERRITORY, HOWEVER, IT IS NOT EXCLUSIVE

3 YOU ARE REQUIRED TO PAY A MINIMUM ROYALTY FEE OF \$250 TO \$1000 MONTHLY BASED ON THE NUMBER OF STUDENTS ENROLLED AND ANYTHING ABOVE THAT AMOUNT THAT MIGHT BE REQUIRED IN THE NORMAL ROYALTY MONTHLY COMPILATION

4 WE RESERVE THE RIGHT TO CHANGE PRODUCTS AND SERVICES OFFERED BY YOU TO YOUR CUSTOMERS AT ANY TIME AT YOUR EXPENSE, AND THERE ARE NO LIMITS ON OUR RIGHT TO DO SO



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5 IF YOUR FRANCHISE IS TERMINATED, ALL CLIENTS THAT YOU HAVE REGISTERED BECOME THE EXCLUSIVE PROPERTY OF FRANCHISOR, HOWEVER, IF YOU SELL OR TRANSFER YOUR FRANCHISE, WITH THE FRANCHISOR'S APPROVAL, YOUR REGISTERED CLIENTS WILL BECOME THE PROPERTY OF THE NEW FRANCHISEE

The company does not use Franchise Brokers or referral sources to assist us in selling our franchise You should do your own investigation of the franchise

Effective Date _____

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