

FRANCHISE DISCLOSURE DOCUMENT

Leisure Systems, Inc., a
Wisconsin Corporation
502 TechneCenter Drive, Suite D
Milford, Ohio 45150
(513) 831-2100
www.jellystonefranchise.com
rschutter@leisure-systems.com



The franchise is for the establishment and operation of camp-resorts under the "Yogi Bear's Jellystone Park Camp-Resort" name, service mark and System for short-term rental to the general public and the sale of related goods and services.

The total investment necessary to begin operation of a Leisure Systems, Inc. ("LSI") franchise by purchasing a new franchise ranges from \$1,090,000 to \$5,000,000 and by converting an existing business ranges from \$63,000 to \$750,000. This includes the upfront purchase costs paid to the franchisor or affiliate that typically range from \$14,000 to \$30,000 for the signs, fixtures and miscellaneous equipment and inventory. The variance in the total investment necessary is due to differing types and sizes of facilities and amenities constructed.

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 Lisa Courtney at 502 TechneCenter Drive, Suite D, Milford, Ohio 45150 and (513) 831-2100.

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 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: June 16, 2020



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 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 LITIGATION ONLY IN HAMILTON COUNTY, OHIO. OUT OF STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE OUTCOME FOR DISPUTES. IT MAY ALSO COST YOU MORE TO LITIGATE WITH US IN OHIO THAN IN YOUR OWN STATE.
- 2. THE FRANCHISE AGREEMENT REQUIRES THAT OHIO 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. FRANCHISEES MUST PAY US MINIMUM AGGREGATE ROYALTY AND SERVICE FEES AND MARKETING, ADVERTISING AND PROMOTION FEES OF \$13,000 PAYABLE OVER A FIVE YEAR PERIOD, EVEN IF THE FRANCHISE HAS NO REVENUE.
- 4. UPON EARLY TERMINATION OF THE FRANCHISE BECAUSE OF YOUR DEFAULT, YOU MUST PAY US THE FULL REMAINING BALANCE OF YOUR MINIMUM FEE OBLIGATIONS PLUS AN AMOUNT OF LIQUIDATED DAMAGES CALCULATED FOR THE REMAINING TERM OF THE FRANCHISE AGREEMENT.
- 5. YOU WILL NOT RECEIVE AN EXCLUSIVE TERRITORY. YOU MAY FACE COMPETITION FROM OTHER FRANCHISEES, FROM OUTLETS THAT WE OWN, OR FROM OTHER CHANNELS OF DISTRIBUTION OR COMPETITIVE BRANDS THAT WE CONTROL.
- 6. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

Effective Date: See the next page for state effective dates.



STATE EFFECTIVE DATES

The following states required that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.

This Franchise Disclosure Document is registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

California August 14, 2019

Florida Pending

Illinois Pending

Indiana July 1, 2019

Maryland January 29, 2020

Michigan December 27, 2018

Minnesota November 25, 2019

New York January 30, 2020

North Dakota July 19, 2019

South Dakota July 19, 2019

Virginia October 17, 2019

Washington December 10, 2019

Wisconsin July 10, 2019

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