



**FRANCHISE DISCLOSURE DOCUMENT
ZOOGA YOGA ENTERPRISES, INC.**

a California corporation
11054 Washington Boulevard
Culver City, California 90232
(310) 839-6642
www.zoogayoga.com
franchise@zoogayoga.com

Received
LA Mailroom

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Department of
Business Oversight

The franchise described in this Disclosure Document is to operate a Zooga® yoga studio (“Zooga Studio”). Zooga Yoga is a children’s and family yoga franchise. It is a bright, fun, creative, yoga and play studio, dedicated to introducing children and families to a one-of-a-kind, branded yoga experience called “Zooga Yoga”. Zooga Yoga combines the most current mind and body wellness techniques with traditional yoga poses, dance, props, original children’s music, and laugh-out-loud games to create interactive animal adventures. Guided by yoga principles and designed for entertainment, Zooga Yoga classes are developed to enhance one’s strength, awareness, mind-body connection, self-control and focus as well as encouraging parental and family bonding and togetherness. In addition to classes for children and adults of all ages, Zooga Yoga also offers a substantial retail component, including many Zooga brand products, such as Zooga brand mats, yoga cards, cd’s, dvd’s, books, apparel, tote bags, eye pillows and water bottles.

We offer 2 franchise programs:

Single Zooga Studio Program. Under this program, you will sign a Franchise Agreement to operate one Zooga Studio. The total investment necessary to begin operation of a single Zooga Yoga franchise is \$90,542 to \$241,428. This includes between \$35,125 and \$37,988 that must be paid to the franchisor and/or its affiliate, as appropriate.

Area Development Program. Under this program, we will assign you a defined area within which you must develop and operate a minimum of 2 Zooga Studios within a specified period of time. The total investment necessary to begin operation of 2 Zooga Studios ranges from approximately \$102,092 to \$254,428. This includes between \$45,125 and \$47,988 that must be paid to the franchisor and/or its affiliate, as appropriate.

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 the 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 Antonia King, text or call (310) 839-6642 or email at franchise@zoogayoga.com and 11054 Washington Boulevard, Culver City, California 90232.

The terms of your contract will govern your franchise relationship. Do not 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.

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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 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 AND AREA DEVELOPMENT AGREEMENT REQUIRE YOU TO RESOLVE DISPUTES WITH US BY MEDIATION AND ARBITRATION ONLY IN LOS ANGELES COUNTY, CALIFORNIA. OUT OF STATE MEDIATION AND ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST MORE TO MEDIATE AND ARBITRATE WITH US IN CALIFORNIA THAN IN YOUR OWN STATE.
2. THE FRANCHISE AGREEMENT AND AREA DEVELOPMENT AGREEMENT STATE THAT CALIFORNIA 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.
3. IF YOU PURCHASE THIS FRANCHISE, YOUR TERRITORY WILL NOT BE EXCLUSIVE. YOU MAY FACE COMPETITION FROM OTHER FRANCHISEES, FROM FRANCHISOR OWNED OUTLETS OR FROM OTHER CHANNELS OF DISTRIBUTION OR COMPETITIVE BRANDS FRANCHISOR CONTROLS.
4. THE FRANCHISOR IS AT AN EARLY STATE OF DEVELOPMENT AND HAS A LIMITED OPERATING HISTORY. THIS FRANCHISE IS LIKELY TO BE A RISKIER INVESTMENT THAN A FRANCHISE IN A SYSTEM WITH A LONGER OPERATING HISTORY.
5. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

We currently do not use the services of any 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: See the next page for state effective dates

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