

## FRANCHISE DISCLOSURE DOCUMENT



Make Your Dog Epic Dog Training Academy Franchising, LLC  
An Oklahoma limited liability company  
3920 W. 91<sup>st</sup> St.  
Tulsa, OK 74132  
Tel. No.833.800.EPIC  
www.MakeYourDogEpic.com  
info@MakeYourDogEpic.com

You will operate a business providing dog obedience and behavioral modification training at customers' homes and third party locations under the trade name and service mark "MAKE YOUR DOG EPIC DOG TRAINING ACADEMY."

The total investment necessary to begin operation of a MAKE YOUR DOG EPIC DOG TRAINING ACADEMY franchise ranges from \$49,500 to \$63,500. This includes the \$29,500 that must be paid to the franchisor or an affiliate.

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 Franchise Development at 3920 W. 91<sup>st</sup> St., Tulsa, Oklahoma 74132, telephone: 833.800.EPIC, or e-mail: info@MakeYourDogEpic.com.

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](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.

Issuance Date: September 9, 2024

## How to Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

QUESTION	WHERE TO FIND INFORMATION
<b>How much can I earn?</b>	Item 19 may give you information about an outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit 7.
<b>How much will I need to invest?</b>	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor’s direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
<b>Does the franchisor have the financial ability to provide support to my business?</b>	Item 21 or Exhibit 5 includes financial statements. Review these statements carefully.
<b>Is the franchise system stable, growing, or shrinking?</b>	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
<b>Will my business be the only MAKE YOUR DOG EPIC DOG TRAINING ACADEMY business in my area?</b>	Item 12 and the “territory” provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
<b>Does the franchisor have a troubled legal history?</b>	Items 3 and 4 tell you whether the franchisor or its management have been in involved in material litigation or bankruptcy proceedings.
<b>What’s it like to be a MAKE YOUR DOG EPIC DOG TRAINING ACADEMY franchisee?</b>	Item 20 or Exhibit 7 list current and former franchisees. You can contact them to ask about their experiences.
<b>What else should I know?</b>	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

## **What You Need To Know About Franchising *Generally***

**Continuing responsibility to pay fees.** You may have to pay royalties and other fees even if you are losing money.

**Business model can change.** The franchise agreement may allow the franchisor to change its Manual and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

**Supplier restrictions.** You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

**Operating restrictions.** The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

**Competition from franchisor.** Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

**Renewal.** Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

**When your franchise ends.** The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

### **Some States Require Registration**

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit 3.

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

## Special Risks to Consider About *This* Franchise

Certain states require that the following risk(s) be highlighted:

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Oklahoma. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Oklahoma than in your own state.

Certain states may require other risks to be highlighted. Check the “State Specific Addenda” (if any) to see whether your state requires other risks to be highlighted.

**ADDITIONAL DISCLOSURES REQUIRED  
BY THE STATE OF MICHIGAN**

**THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU.**

Each of the following provisions is void and unenforceable if contained in any documents relating to a franchise:

1. A prohibition of the right of a franchisee to join an association of franchisees.
2. A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in the Michigan Franchise Investment Law. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.
3. A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.
4. A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) The term of the franchise is less than 5 years; and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.
5. A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
6. A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.
7. A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:
  - a. The failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards.
  - b. The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.
  - c. The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

d. The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

8. A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchisee on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchisee for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

9. A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

**THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE ATTORNEY GENERAL.**

Any questions regarding this Notice shall be directed to the Attorney General's Office, Consumer Protection Division, G. Mennen Williams Building – 1<sup>st</sup> Floor, 525 West Ottawa Street, Lansing, Michigan 48913, (517) 373-7117.

**THE MICHIGAN NOTICE APPLIES ONLY TO FRANCHISEES WHO ARE RESIDENTS OF MICHIGAN OR LOCATED THEIR FRANCHISES IN MICHIGAN.**

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**ITEM 1**  
**THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES**

To simplify the language in this disclosure document, the term “we” means Make Your Dog Epic Dog Training Academy Franchising, LLC, the franchisor. The term “you” means the person buying the franchise, the franchisee. If the franchise is a corporation, partnership, limited liability company, or other business entity, the term “you” does not include the entity’s owners unless otherwise stated.

The Franchisor and any Parents, Predecessors and Affiliates

We are an Oklahoma limited liability company, formed on July 31, 2024, and we do business only under our corporate name. Our principal business address is 3920 W. 91<sup>st</sup> St., Tulsa, Oklahoma 74132. Our agents for service of process are identified in Exhibit 3.

We have been offering franchises of the type described in this disclosure document since August 2024. We have never operated a business of the type described in this disclosure document and have never offered franchises in any other line of business.

We have no parent or predecessor company. Our affiliate, Make Your Life Epic, LLC, an Oklahoma limited liability company (“MYLE”). MYLE maintains its principal business address at 3920 W. 91<sup>st</sup> St., Tulsa, Oklahoma, 74132. In May 2024, before we started franchising, MYLE granted licenses to three independent dog training businesses for the right to use the MAKE YOUR DOG EPIC name and certain elements of our “System,” described below. Two of the businesses adopted the franchise model and are expected to sign franchise agreements with us. The other business operates pursuant to an oral license agreement and continues to offer some services, such as board and train services, that our franchisees do not offer.

The Franchise Offered

We franchise the operation of a business providing dog obedience and behavioral modification training. You will operate the business from your home (if permitted by applicable law) or a commercial office location and will provide services at customers’ homes and other public and private venues. We call this the “Franchised Business.”

You will focus your efforts on providing services within your designated “Service Area,” but may provide services in other areas that do not fall within another franchisee’s Service Area. You will follow our business format and system (our “System”), which includes our proprietary training techniques and our standards and specifications for operations, marketing, customer service, and other aspects of the business (collectively, our “Standards”), which may be developed and changed periodically. You will operate the Franchised Business according to the terms and conditions of our franchise agreement (see Exhibit 4) and our Standards, which we will communicate to you through our confidential operations manual and other written directives (collectively, our “Manual”).

The Franchised Business will operate under the trade name and service mark “MAKE YOUR DOG EPIC DOG TRAINING ACADEMY” and other trademarks, service marks, trade dress, and indicia of origin that we may adopt for your use (which we call our “Marks”).

Market and Competition

The market for the services that you will offer is well developed and highly competitive. You will market your services to dog owners seeking dog obedience or behavioral modification training. The Franchised Business will compete with other businesses offering similar services, including other franchised and independently owned dog training and obedience service providers and big box retailers, such as PETSMART and PETCO.

Industry Specific Regulations

We are not aware of any laws or regulations that apply to behavioral and obedience dog training services.

You are responsible for knowing and complying with all laws and licensing requirements related to the operation of your Franchised Business in your jurisdiction. We strongly recommend that you consult with your own counsel concerning all applicable licenses, laws, and regulations before you decide to purchase a franchise.

## **ITEM 2 BUSINESS EXPERIENCE**

### Chief Executive Officer: Clayton Clark

Clayton Clark has served as our Manager since our inception in August, 2024. Clay also serves as President of MYLE, located in Tulsa, Oklahoma (since December 2008), and also served as its Managing Member (since November 2023). Clay also serves as Manager of Reopen America, LLC (since July 2023) and as Manager of Thrive Edutainment, LLC (since August 2013), each located in Tulsa, Oklahoma. Since April 2013, Clay has served in management and executive roles with Elephant in the Room Franchising Company, LLC and its related operating entities, located in Tulsa, Oklahoma. From September 2019 to September 2023, Clay served as Chief Operating Officer of Tip Top Franchising, LLC, in Tulsa, Oklahoma.

### Vice President Business Development: Peter Taunton

Peter Taunton has served as our Manager since our inception in August 2024. From July 2021 to July 2023, Peter served as CEO of Nautical Bowls Franchising, LLC, located in Minnetonka, Minnesota. Peter also founded the Snap Fitness concept and served as President/CEO, located in Chanhassen, Minnesota, from October 2003 through December 2018 and currently serves as non-executive Chairman of the Board for Lift Brands, Inc., located in Chanhassen, Minnesota, since December 2019.

## **ITEM 3 LITIGATION**

Kirin Hawley, et al v. Nautical Bowls Franchising, LLC, Peter Taunton, et al Fourth Judicial District, State of Minnesota (Case No. 27-CV-23-19306). On December 22, 2023, a former franchisee of Nautical Bowls sued the franchisor, Peter Taunton as its former CEO, and other representatives of Nautical Bowls alleging violations of the Minnesota Franchise Law, the Minnesota Deceptive Trade Practices Act, the Texas Deceptive Trade Practices Act, claims of common law fraud and negligent misrepresentation in connection with the sale of her franchise, and promissory/equitable estoppel and breach of contract. Plaintiffs seek compensatory and exemplary damages and recovery of attorneys' fees. This case is in the pre-trial stage.

Cheryl Hatfield, et al v. Nautical Bowls Franchising, LLC, Peter Taunton, et al, Fourth Judicial District, State of Minnesota (Case No. 27-CV-19329). On December 22, 2023, a former franchisee of Nautical Bowls sued the franchisor, Peter Taunton as its former CEO, and other representatives of Nautical Bowls alleging violations of the Minnesota Franchise Law, the Minnesota Deceptive Trade Practices Act, the Texas Deceptive Trade Practices Act, claims of common law fraud and negligent misrepresentation in connection with the sale of her franchise, and promissory/equitable estoppel and breach of contract. Plaintiffs seek compensatory and exemplary damages and recovery of attorneys' fees. This case is in the pre-trial stage.

Bright Beacon, Inc. v. Nautical Bowls Franchising, LLC, Peter Taunton, et al. Superior Court of the State of California, San Diego County (Court File No. 37-2023-00055847-CU-FR-CTL). On December 27, 2023, a former franchisee of Nautical Bowls sued the franchisor, Peter Taunton as its former CEO, and other representatives of Nautical Bowls alleging violations of the California Franchise Investment Law, fraud, negligent misrepresentation, breach of contract, violation of the Unfair Competition Law, and violation of the Texas Deceptive Trade Practices Act, in connection with the sale of the franchise. Plaintiff seeks compensatory and exemplary damages and recovery of attorneys' fees. This case is in the

pre-trial stage.

Except for these three actions, no litigation is required to be disclosed in this Item.

**ITEM 4  
BANKRUPTCY**

No bankruptcy is required to be disclosed in this Item.

**ITEM 5  
INITIAL FEES**

Initial Franchise Fee

When you sign the franchise agreement, you will pay us an initial franchise fee. The initial franchise fee is \$29,500 if you are signing your first franchise agreement with us. The initial franchise fee is uniform for all franchisees and is nonrefundable when paid.

Technology and Support Fee

Beginning one month after the franchise agreement is signed or upon completion of initial training, whichever occurs first, you will pay us a monthly Technology and Support Fee in the amount of \$900 (which may be increased in accordance with increases in the Consumer Price Index. The Technology and Support Fee is uniform for all franchisees and is nonrefundable when paid.

**ITEM 6  
OTHER FEES**

Type of Fee <sup>1</sup>	Amount	Due Date	Remarks
Royalty Fee	20% of Gross Revenue <sup>3</sup>	Weekly	See Notes 2 and 3.
Weekly Coaching Calls	\$750	Monthly	We have the right to increase in accordance with annual CPI increases
Operating Software	\$150	Monthly	We have the right to increase in accordance with annual CPI increases
Additional Assistance	Our then-current fee, currently \$400 per day per individual providing assistance, plus reimbursement of travel, lodging and dining costs.	Before assistance	If we agree to provide additional opening assistance or ongoing assistance, you must pay our then-current fee and expenses.
Supplier Approval Fee	Reasonable charge, not to exceed \$2,500	Upon demand	See Item 8 for more information about supplier approval.
Annual Convention Attendance Fee/Liquidated Damages for Non-Attendance	Attendance Fee is currently \$300; or \$2,500 if you fail to attend	Before convention	We have the right to charge a reasonable attendance fee, which is currently \$300. If you fail to attend, we can charge \$2,500 as liquidated damages to compensate us

Type of Fee <sup>1</sup>	Amount	Due Date	Remarks
			for additional support costs and the likely negative impact that non-attendance will have on your Gross Revenue for purposes of calculating the Royalty Fee.
Renewal Fee	\$5,000	Before renewal	
Transfer Fee	\$15,000	Before transfer	
Interest on Late Payment	18% per year or the highest amount allowed by law, whichever is less.	Upon demand	Payable only overdue amounts.
Audit	Amount of understated fee, plus our costs to conduct the audit.	Upon demand	If an audit discloses an understatement of Gross Revenue of 2% more, you must pay us fees due on the underreported amount plus interest and reimburse us audit-related costs.
Late Report Fee	\$100 per late report.	Upon demand	Payable only if you fail to submit required reports.
Charge for “Insufficient Funds”	\$100 plus reimbursement of our costs and expenses from your non-payment.	Upon demand	Payable only if any check, draft, electronic or other payment is unpaid because of insufficient funds or otherwise.
Enforcement costs and Attorneys’ Fees	Actual costs incurred.	Upon demand	
Indemnification	Amount of loss suffered.	Upon demand	You must reimburse us and pay our attorneys’ fees and related costs if we are held liable for claims relating to your operation of the Franchised Business.
Insurance	Amount of insurance premium plus administrative fee equal to 20% of insurance premium.	Upon demand	Payable only if you fail to maintain minimum insurance coverage.

Notes:

Note 1. All fees are payable to us and are uniformly imposed and non-refundable unless otherwise stated.

Note 2. The royalty fee is calculated as a percentage of “Gross Revenue,” defined as all sales normally

attributable to the operation of the Franchised Business. If the sale is made in a barter exchange, “Gross Revenue” means the price you normally charge for the products or services provided in the barter exchange. “Gross Revenue” does not include amounts charged as sales tax, if those amounts ultimately are remitted to the appropriate taxing authorities.

**ITEM 7**  
**ESTIMATED INITIAL INVESTMENT**  
**YOUR ESTIMATED INITIAL INVESTMENT**

Type of Expenditure	Amount <sup>10</sup>		Method of Payment	When Due	To Whom Payment is to be Made
	Low	High			
Initial Franchise Fee <sup>1</sup>	\$29,500	\$29,500	Lump sum	When you sign the Franchise Agreement	Us
Vehicle Deposit and Vehicle Wrap (note 2)	\$1,000	\$1,500	As arranged		
Trained Dog (note 3)	\$7,000	\$7,000	As arranged	As incurred	
Marketing Materials and Dog Training Supplies (note 4)	\$4,000	\$5,000	As arranged	As Invoiced	Preferred Vendor
Lodging and Local Travel Costs to Attend Initial Training (note 5)	\$2,000	\$2,500	As arranged	As incurred	Provider
Computer, iPad, iPad Phone Service, iPhone (note 6)	\$500	\$500			Third party supplier
Initial Marketing Campaign (note 7)	\$1,500	\$5,000	As arranged	As invoiced	
Professional fees (Attorney or Accountant (note 8)	\$1,500	\$2,500	As arranged	As incurred	
Additional Funds – three months (note 9)	\$2,500	\$10,000	As incurred	As incurred	
<b>Total</b>	<b>\$49,500</b>	<b>\$63,500</b>			

Notes:

Note 1. See Item 5 for more information about the initial franchise fee.

Note 2. You must acquire a new or late model vehicle. The vehicle must be in excellent condition, must have room to accommodate a portable dog kennel, and must display the vehicle graphics we require (which may include a full vehicle wrap). The figures in the chart represent the estimated down payment for a leased vehicle and purchase and installation costs for a vehicle wrap.

Note 3. You must purchase from our designated provider a demonstrated dog certified to MAKE YOUR DOG EPIC standards.

Note 4. You will need to purchase marketing materials and dog training supplies, including place spots, one sheets, pop up stands, a TV and stand, and a kennel for your car.

Note 5. There is no additional fee to attend our initial training program, but there will be costs associated with your attendance, including travel, food, and lodging. The low figure assumes that you live close to our headquarters and will commute daily. The high figure includes hotel costs for one double-occupancy hotel room and rental car expense during the initial training program but does not include airfare or other travel costs to our training facility. See Item 11 for more information about our initial training program and training requirements.

Note 6. You will need an iPad and smartphone.

Note 7. See Item 11 for more information about your initial marketing campaign requirements.

Note 8. The low figure assumes that you form the business entity yourself and includes only the government filing fee for forming a corporation or limited liability company. The high figure assumes that you hire an attorney to assist you in forming a business entity.

Note 9. These figures reflect your estimated working capital requirements for the first three months of operation. They include three months of maintaining a Google virtual storefront, telephone, and insurance. The figures do not include an owner's salary or finance payments. We rely on our licensee's experience in compiling these working capital estimates.

Note 10. All amounts are non-refundable unless otherwise noted.

## **ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES**

You must purchase from our designated provider a demonstration dog certified to MAKE YOUR DOG EPIC standards. You also must purchase from approved or designated vendors your vehicle wrap and any merchandise bearing our trademarks. You may purchase other products and services from other suppliers, so long as the products or services meet our standards and specifications, which may include brand requirements. We generally do not grant approval for alternative suppliers.

Neither we nor our affiliates currently are approved suppliers or the only supplier of any goods or services. None of our officers holds an interest in any of our privately-held suppliers or a material interest in any publicly-held suppliers.

You must acquire and maintain insurance of the type and with minimum limits that we require. Our required coverage currently includes workers' compensation insurance as required by applicable law, errors and omissions, automobile, and comprehensive general liability insurance with minimum limits of \$2,000,000. At least 10 days before you are required to carry insurance, and after that at least 30 days before the expiration of any policy, you must deliver to us certificates of insurance evidencing the proper types and minimum amounts of required coverage, and evidence of the additional insured and waiver requirements. If you fail to maintain the required insurance, we or our designee may (among other remedies) obtain the insurance for you and charge and demand reimbursement of the premium costs, plus an administrative charge not to exceed 20% of the premium amount as reimbursement for services in acquiring the insurance. We may periodically increase the amounts required or otherwise modify our insurance requirements at any time.

Each policy of insurance must name us and our affiliates, and each company's officers, shareholders, directors, managers, members, agents, and employees as additional named insureds on a primary non-contributory basis. Coverage must be provided on an Additional Insured Grantor of Franchise Endorsement per form CG2029 (or an endorsement form with comparable wording acceptable to us). The policy must contain a waiver of all subrogation rights against us, our affiliates, and their successors and assigns, and must provide for 30 days' prior written notice to us of any material modifications, cancellations, or expirations. The insurance must be underwritten by insurers licensed and admitted to write coverage in the state in which the Franchised Business operates and must have an A.M. Best rating of "A" or higher.

We and our Affiliates will derive revenue from your purchases and leases to the extent that you purchase goods and/or services from us and our affiliates. As of the date of this disclosure document, neither we nor our affiliates have derived any revenue on account of franchisee purchases or leases.

We estimate that all required purchases and leases comprise between 40% and 50% of the total cost of establishing a franchise (excluding the initial franchise fee and including the demonstration dog), and less than 20% of your ongoing expenses thereafter.

We may negotiate purchase arrangements with suppliers for the benefit of franchisees. Presently there are no purchasing or distribution cooperatives in existence for the franchise system. We do not provide material benefits to you (for example, renewal or granting additional franchises) based on your purchase of particular products or services or use of particular suppliers.

## ITEM 9 FRANCHISEE’S OBLIGATIONS

**This table lists your principal obligations under the franchise agreement, and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this disclosure document.**

Obligation	Section(s) in Franchise Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	No Provision	Items 8 and 11
b. Pre-opening purchases/leases	Sections 6.5., and 10.1.	Items 5, 7, 8 and 11
c. Site development and other pre-opening requirements	No Provision	Items 7, 8 and 11
d. Initial and ongoing training	Sections 5.1., 5.2., 5.3., 5.4., and 5.5.	Items 6 and 11
e. Opening	Sections 3.1. and 5.2.	Item 11
f. Fees	Sections 4.1., 4.2., 4.3., 4.4.,4.5., 4.6., 9.2., 9.3., and 12.3.	Items 5, 6, 7, 8 and 11
g. Compliance with standards and policies/ Operating Manual	Article 8	Item 8, 11, 14 and 16
h. Trademarks and proprietary information	Article 7	Items 11, 13 and 14
i. Restrictions on products/services offered	Sections 6.4., 6.5., 6.6., 6.7., and 6.8.	Items 8 and 16
j. Warranty and customer service requirements	Not applicable	Not applicable
k. Territorial development and sales quotas	Not applicable	Item 12
l. Ongoing product/service purchases	Sections 6.4., 6.5., and 8.2.	Item 8
m. Maintenance, appearance and remodeling requirements	Sections 6.3., 6.6., and 6.8.	Items 7, 8 and 11
n. Insurance	Section 11.2.	Item 7 and 8
o. Advertising	Article 9	Items 6 and 11
p. Indemnification	Section 11.3.	Items 6 and 12
q. Owner’s participation/ management/staffing	Sections 6.2. and 6.3.	Item 15
r. Records and reports	Sections 10.4, 10.5, and 10.6.	Item 6

Obligation	Section(s) in Franchise Agreement	Disclosure Document Item
s. Inspections and audits	Section 6.8 and 10.7.	Items 6 and 11
t. Transfer	Article 12	Items 6 and 17
u. Renewal	Section 2.2.	Item 17
v. Post-termination obligations	Article 14	Items 6 and 17
w. Non-competition covenants	Article 15	Item 17
x. Dispute resolution	Article 19	Item 17

**ITEM 10  
FINANCING**

Neither we nor any of our affiliates offer direct or indirect financing. Neither we nor any of our affiliates will guarantee your lease, note, or other obligations.

**ITEM 11  
FRANCHISOR’S ASSISTANCE, ADVERTISING,  
COMPUTER SYSTEMS, AND TRAINING**

**Except as listed below, Make Your Dog Epic Dog Training Academy Franchising, LLC is not required to provide you with any assistance.**

Pre-opening Obligations.

Before you begin operating the Franchised Business, we will:

1. Admit your Key Person and one other individual to our initial training program, described below. (Franchise Agreement, Section 5.1.)
2. Provide you pre-opening consultation and advice as we deem appropriate (Franchise Agreement, Section 5.1.).
3. Provide you with access to an online copy of our Manual. (Franchise Agreement, Section 8.1.) The Table of Contents of our Manual is attached to this disclosure document as Exhibit 1. Our Manual currently contains 57 pages.

Continuing Obligations.

During the operation of the Franchised Business:

1. We will provide such ongoing consultation and advice as we deem appropriate, which may include providing information about new services, programs, and products, advertising and marketing advice, and financial and accounting advice. (Franchise Agreement, Section 5.4.)
2. We will communicate to you information about our approved and designated suppliers. (Franchise Agreement, Section 6.5.)

Our promotional programs are heavily focused on (a) obtaining referrals from veterinarians, dog groomers, dog rescues and breeders, (b) introductory price promotion, (c) social media marketing, and (d) achieving top placement on the Google Business Profile, and (e) booths and demonstrations at public events. Our marketing materials currently are created and administered in-house by our affiliate’s graphics and marketing personnel. You may use your own advertising and marketing materials, at your own expense, subject to our prior approval. To obtain approval, you must provide samples of the proposed materials and notify us of the intended media at least 14 days before their intended use. Any proposed materials not approved within seven days after we receive them will be deemed not approved. We have the right to withdraw our approval of any previously approved materials by providing you written notice.

You are not required to participate in a local or regional advertising cooperative or any kind of advertising fund. There is no advertising council composed of franchisees that advise us on advertising policies.

You will need an iPad, with an estimated cost of \$500, and also a smartphone. You must subscribe to and use our designated scheduling software. We will have independent access to all information entered into and compiled by the software. Except as described above, neither we nor our affiliates, nor must any third-party provide ongoing maintenance, repairs, upgrades, or updates to your computer system or other computer equipment. Except as described above, there are currently no optional or required maintenance/upgrade contracts for your computer hardware or software.

You or your “Key Person” must attend and complete our initial training program.

The initial training program will be conducted within a reasonable time after you sign a Franchise Agreement, and generally no later than two months after signing the Franchise Agreement. We will admit two individuals to our initial training (including your Key Person) without additional charges. Additional employees may attend the same initial training program as you without charge, subject to space availability. Additional individuals may attend subsequent, regularly scheduled, initial training programs subject to space availability at our then-current rates, currently \$1,500 per individual.

Our initial training program is conducted on an as-needed basis. We do not maintain a formal training staff. Training will be conducted by or under the general supervision of our CEO, Clayton Clark, who has experience in the dog training industry since 2018 and has been with us since our inception in August 2024. Our initial training is held over a six-day period, and includes the following subjects:

### INITIAL TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Tracking 101 / Why You Have to Measure What You Treasure	1		
Hiring 101 / How to Train, Retain, Hire and Inspire	1		
Search Engine Domination 101 / Why You Must WOW Clients and Gather Reviews or You Will Lose	1		
Video Testimonials 101 / The Law of Credibility and Why People Must See It to Believe It	1		
Search Engine Domination 101 - Part 2 / Why You Must WOW Clients, Potential Customers, Family and Friends and Gather Google Reviews or You Will Lose	1		
Sales 101 / The 72 Hour Rule and Why You Must Sell or Your Business Will Go to Hell	1		
Sales 101 - Part 2 / Sales Role Playing and Why You Must Practice Until You Can't Get It Wrong	1		
Time Management 101 / Calendars, To-Do Lists and Why What Gets Scheduled Gets Done + Gather Google Reviews or You Will Lose	1		
Introduction and Review of 3-Legged Marketing Stool and Marketing Events	1		
E-Collar Instruction	1		
Basic Dog Commands	5.0		
Walk the Line	1.0		

<b>Subject</b>	<b>Hours of Classroom Training</b>	<b>Hours of On-the-Job Training</b>	<b>Location</b>
Review and Tracking Sheets	1.0		
Basic Dog Commands	3.0		
Learn to “Place,” Load Up and Kennel	3.0		
Review and Calendaring	1.0		
Basic Dog Commands	3.0		
“Place” and “Sit” Tiebacks	3.0		
Basic Dog Commands	3.0		
Question and Answer	2.0		
Meet and Receive your Demonstration Dog	1.0		
Review	1		
Client Testimonials	1		
Marketing	1.5		
Shadow One-on-One Lesson		1.0	
Shadow 50-Cent Lesson		1.5	
Shadow One on One Lesson		1.0	
Run 50-Cent Lesson		1.5	
Run One on One Lesson		1.5	
Recap	2.0		
<b>TOTAL</b>	<b>41.5</b>	<b>6.5</b>	

You are responsible for all training-related costs and expenses including, without limitation, salary, travel, lodging, and dining expenses for each individual who attends training on your behalf.

We may periodically require your Key Person and other of your personnel to attend additional training courses or programs. We may also make optional training courses or programs available to you or your employees at locations we select, to instruct on new training techniques, procedures, or programs. We may charge a reasonable fee or tuition for this additional training and you are responsible for all training-related expenses, including travel, lodging, and dining expenses for these individuals and wages and salaries payable during training

We contemplate that you will begin operating the Franchised Business within three months after signing the Franchise Agreement. Factors affecting this length of time include how soon you can begin training. If you do not begin operations within six months after you sign the Franchise Agreement, we have the right to terminate the Franchise Agreement.

## **ITEM 12 TERRITORY**

You will operate the Franchised Business within a “Service Area” that we will select before you sign the Franchise Agreement. Your Service Area will have at least a 15,000 population and will be identified on a map attached to the Franchise Agreement Summary Page. It may be identified by reference to streets, natural boundaries, or ZIP codes, or may be comprised of one or more cities or counties.

During the franchise term, we will not provide or grant anyone but you the right to provide dog training services in your Service Area. We and our affiliates reserve all rights not granted to you, including the right to sell books, instructional materials, and dog training-related products through alternative channels of distribution and streaming videos via the internet and through digital access.

You must focus your efforts on developing clients within your Service Area. You also may market and

provide services in other areas, except for areas that fall within the “Service Areas” granted to other franchisees.

We do not grant any additional rights of first refusal to obtain additional franchise rights. If you wish to develop additional franchises, you must enter into a new Franchise Agreement and meet all our current requirements for franchisees. There are no circumstances that permit us to modify your Service Area without your written consent.

### **ITEM 13 TRADEMARKS**

We own and have applied to register the following Mark on the Principal Register of the U.S. Patent and Trademark Office and has filed all required affidavits:

<b>Mark</b>	<b>Serial Number</b>	<b>Application Date</b>	<b>International Class</b>
MAKE YOUR DOG EPIC	98480484	April 2, 2024	41

We do not have a federal registration for our principal trademark. Therefore, our trademark does not have many legal benefits and rights as a federally registered trademark. If our right to use the trademark is challenged, you may have to change to an alternative trademark, which may increase your expenses.

There are no currently-effective material determinations of the USPTO, Trademark Trial and Appeal Board, the trademark administrator of any state or any court. There are no directly infringing uses actually known to us that could materially affect your use of the Marks, however, we have not conducted an exhaustive search of users of names which may be the same or similar to our marks.

You may use only the Marks that we designate, must use them only in the manner that we authorize and permit, and must use them with the symbols, “®”, “™”, or “SM”, as appropriate. You may use the Marks only in connection with the operation and promotion of the Franchised Business, and only in the manner we prescribe. You may not contest ownership or validity of the Marks or any registration of the Marks, or our right to use or to sublicense the use of the Marks. You must sign all documents that we require in order to protect the Marks and to maintain their validity and enforceability.

You may not use the Marks or any part of the Marks in your corporate name and may not use them to incur any obligation or indebtedness on our behalf.

You may not use the Marks or any part or derivative of the Marks on the internet, except as expressly permitted in writing. This prohibition includes use of the Marks or any derivative of the Marks as part of any URL or domain name, as well as their registration as part of any username on any social networking website or as part of any unauthorized email address.

You must promptly notify us of any suspected unauthorized use of, or any challenge to the validity of the Marks or Copyrighted Works, or any challenge to our ownership of, or license to use and to license others to use, or your right to use, the Marks or Copyrighted Works. We are not required to take affirmative action when notified of a claim, or to participate in your defense or indemnify you for expenses or damages if you are a party to an administrative or judicial proceeding involving any of the Marks, or if the proceeding is resolved unfavorably to you, but will take whatever action we determine to be appropriate under the circumstances. We have the right to direct and control any administrative proceeding or litigation, or other adjudicative proceeding involving the Marks or Copyrighted Works, including any settlement of the proceeding. In the event of a lawsuit relating to your use of the Marks or Copyrighted Works, you must sign all documents that we require and do all things that we consider necessary to carry out the defense or prosecution, which may include becoming a nominal party to the action. Unless the action is the result of your use of the Marks or Copyrighted Works in a manner inconsistent with the terms of the franchise agreement, we will reimburse you for your associated costs.

We have the right to create new, modified or replacement Marks, and to require you to use them in

addition to or in lieu of any previously designated Marks.

#### **ITEM 14 PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION**

There are no patents or registered copyrights material to the franchise. However, we claim copyright protection in the Manual, the design elements of our Marks, our training methods and techniques, our advertising and promotional materials, and the content and design of our website (the “Copyrighted Works”).

There is no presently effective determination of the U.S. Copyright Office (Library of Congress) or any court affecting our copyrights. We have no obligation to protect any rights you have to use the copyrights. We have no actual knowledge of any infringements that could materially affect the ownership, use, or licensing of the copyrights. You may not use any of our Copyrighted Works on the internet without our written permission. This includes display of the Copyrighted Works on commercial or social networking websites.

You and your employees must maintain the confidentiality of all information contained in the Manual and other information that we consider confidential, proprietary, or trade secret information. Confidential Information means all trade secrets, and other elements of the System; all personal identifying information for each customer; all information contained in the Manual; and standards and specifications for services and products offered; financial information; marketing data; vendor and supplier information; all other knowledge, trade secrets, or know-how concerning the methods of operation of the Franchised Business which may be communicated to you, or of which you may be apprised, by virtue of their operation under the terms of the Franchise Agreement, any training we provide, and all other information that we designate (collectively, “Confidential Information”). You must implement any reasonable procedures we may adopt to protect our Confidential Information including restrictions on disclosures to your employees and requiring employees who will have access to our Confidential Information to sign employment agreements containing non-disclosure and non-competition provisions.

You may not contest our exclusive ownership of the copyrights, trade secrets, processes, methods, procedures, formulae, techniques and other proprietary information to which we claim exclusive rights.

If you or your employees or owners develop any new concept, process or improvement in the operation or promotion of the Franchised Business, you must promptly notify us and give us all necessary information about the new process or improvement, without compensation. You and your owners agree that any of these concepts, processes, or improvements will become our property, and we may use or disclose them to other franchisees, as we determine appropriate.

#### **ITEM 15 OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISED BUSINESS**

If you operate the business as a sole proprietorship, we recommend (but do not require) that you participate personally in the direct operation of the franchised business. If the franchisee is a business entity, such as a corporation or limited liability company, we recommend (but do not require) that the franchised business be operated by an individual who owns an equity interest in the business entity. Although we do not require personal participation, our business model assumes that the Franchised Business will be owner-operated.

We call the person who personally supervises the Franchised Business the “Key Person.” The Key Person must successfully complete our initial training program and must agree to our confidentiality and noncompete requirements.

If the franchisee is a business entity, each Owner identified in Attachment B to the Franchise Agreement must sign a Personal Guaranty and Undertaking substantially in the form attached as Attachment C to the

Franchise Agreement. Any individual, who attends our initial training program must sign a Confidentiality and Non-competition Agreement substantially in the form attached as Attachment D to the Franchise Agreement. The term “Owner” means each individual or entity holding a direct or indirect beneficial ownership in the franchisee.

**ITEM 16  
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL**

You must offer and provide all services, programs, and products that we require. You may not offer or provide or sell any services, programs, or products that we have not have not approved in writing. We may add, eliminate and change authorized service offerings and you must comply with all directives. There are no limits on our right to make changes.

An important component of our marketing plan involves value pricing and introductory price promotion. We strongly recommend that you follow our pricing guidelines, but ultimately you have the right to determine the prices that you charge to your customers.

**ITEM 17  
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION  
THE FRANCHISE RELATIONSHIP**

**This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this disclosure document.**

**Franchise Agreement**

Provision	Section in Franchise Agreement	Summary
a. Length of the franchise term	Sections 2.1.	5 years.
b. Renewal or extension of the term	Section 2.2.	If you are in good standing, you can renew for two additional consecutive 5-year terms.
c. Requirements for franchisee to renew or extend	Sections 2.2.	Notify us of your intent to renew and sign a successor franchise agreement (in the form being offered to new franchisees at the time of renewal) at least 6 months before the franchise term expires; be in compliance with the Franchise Agreement, pay us all amounts owed, comply with our then-current qualifications and training requirements, sign a release, and pay a renewal fee. The terms of the successor franchise agreement may be materially different from the terms of our current franchise agreement, and may include changes in fees and territorial protection.
d. Termination by franchisee	Not applicable	No provision.
e. Termination by franchisor without cause	Not applicable	No provision.
f. Termination by franchisor with cause	Sections 13.1., 13.2., 13.3., 13.4., and 13.5.	We can only terminate if you are in default.
g. “Cause” defined –	Sections 13.3.and	We can terminate the Franchise Agreement after

Provision	Section in Franchise Agreement	Summary
curable defaults	13.4	providing you a 10-day cure period if you fail to pay any amounts due to us, fail to pay amounts due to your trade creditors (except if there is a bona fide dispute), fail to pay any amounts for which we have advanced funds or that we have guaranteed for your benefit, fail to maintain insurance, or fail to comply with requirements set forth in the Manual. We can terminate the Franchise Agreement upon delivery of notice and after a 30-day cure period for any other violation of the Franchise Agreement.
h. “Cause” defined – non-curable defaults	Sections 13.1. and 13.2.	The Franchise Agreement will terminate automatically in the event of your insolvency or bankruptcy. We can terminate the Franchise Agreement without providing you an opportunity to cure if your Key Person fails to successfully complete our initial training program, if you fail to commence operations within the required time period, if you fail to use our designated scheduling software, if you abandon the Franchised Business, if you or your Key Person commit certain types of crimes, if you or your owners violate any transfer restrictions, if you or any Owner fails to comply with confidentiality or non-compete obligations, if you or any Owner has made any misrepresentation on your franchise application, if an imminent threat or danger to public health or safety or the health or safety of any animal results from the operation of the Franchised Business, if you misstate your Gross Revenue or knowingly maintain false books or accounting records, if you misuse the Marks or Copyrighted Works or offer unauthorized products or services, if you purchase products or services from unapproved sources, or if we deliver to you two default notices within any 12-month period.
i. Franchisee’s obligations on termination/ nonrenewal	Article 14	You must cease use of our trademarks, de-identify, pay all amounts due to us, and return the Manual to us. We may, at our option, purchase the business assets. (See also “r” below.)
j. Assignment of contract by franchisor	Section 12.1.	There are no restrictions on our right to assign.
k. “Transfer” by franchisee – definition	Sections 12.2., 12.3., and 12.4.	Includes transfer of the franchise or change in ownership of the entity which owns it.
l. Franchisor’s approval of transfer by franchisee	Section 12.4.	Transfers require our prior written consent, which will not be unreasonably withheld.
m. Conditions for	Section 12.4.	You must be in compliance with the Franchise

Provision	Section in Franchise Agreement	Summary
franchisor’s approval of transfer		<p>Agreement and all other agreements with us or our affiliates. You must also sign a general release, and all of your monetary obligations to us must be satisfied on or before the date of transfer.</p> <p>The new franchise owner must: meet our current qualifications; complete training; sign a new franchise agreement in the form being offered to new franchisees for the remaining term; sign a guaranty and a general release; pay the transfer fee. The terms of the successor franchise agreement may be materially different from the terms of our current franchise agreement, and may include changes in fees and territorial protection.</p>
n. Franchisor’s right of first refusal to acquire franchisee’s business	Section 12.7.	We can match any offer to purchase your business or an ownership interest in the franchisee entity.
o. Franchisor’s option to purchase franchisee’s business	Section 14.1.	Upon expiration or termination of your Franchise Agreement, we have the option to purchase your business assets at their then-current fair market value. You must return to us, without compensation, the Manual and all other Manual, records, correspondence, files, and all materials containing Confidential Information that are in your possession and all copies thereof (all of which are acknowledged to be our property).
p. Death or disability of franchisee	Section 12.8.	Same requirements as for transfer in “m” above, except there is no transfer fee and we do not have a right of first refusal. If your interest is not transferred within six months following your (or a major member, partner or shareholder’s) death or legal incapacity, your Franchise Agreement may be terminated.
q. Non-competition covenants during the term of the franchise	Section 15.1.	Neither you nor your owners may own, maintain, advise, operate, engage in, be employed by, make loans to, or have any interest in or relationship or association with any other business providing dog training services.
r. Non-competition covenants after the franchise is terminated or expires	Section 15.2.	For a two-year period following expiration, termination or transfer of the franchise, neither you nor your owners may (i) perform dog training services for any customer or former customer of the Franchised Business or (ii) own, maintain, advise, operate, engage in, be employed by, make loans to, or have any interest in any business providing dog training services within or within 20 miles from the perimeter of your former Service Area, or within

<b>Provision</b>	<b>Section in Franchise Agreement</b>	<b>Summary</b>
		20 miles from the perimeter of the Service Area of any MAKE YOUR DOG EPIC DOG TRAINING ACADEMY business.
s. Modification of the agreement	Sections 18.1. and 18.2.	Must be in writing and signed by all parties
t. Integration/merger clause	Sections 18.1. and 18.2.	Only the terms of the Franchise Agreement and other related written agreements are binding; however, nothing in the Franchise Agreement or any other related agreement is intended to disclaim representations contained in this disclosure document.
u. Dispute resolution by arbitration or mediation	Section 19.2.	All disputes, except those related to the use of our Marks or Confidential Information, are subject to mediation.
v. Choice of forum	Section 19.2	Litigation in the state or federal court serving the judicial district in which our principal headquarters are located. Either party may seek injunctive relief in any court of competent jurisdiction.
w. Choice of law	Section 19.1.	Disputes are governed under the laws of the State of Oklahoma, without regard to its conflict of law rules (subject to state law).

**ITEM 18  
PUBLIC FIGURES**

We do not currently use any public figure to promote the franchise.

**ITEM 19  
FINANCIAL PERFORMANCE REPRESENTATIONS**

The FTC’s Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets if there is a reasonable basis for the information and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

Before we started franchising, our affiliate, MYLE, licensed the right to use the MAKE YOUR DOG EPIC name and operating system to businesses located in Tulsa, Oklahoma, and Ogden, Utah, and granted an oral license to a business located in Boise, Idaho.

The following table reflects the weekly sales information for the Tulsa, Oklahoma and Ogden, Utah businesses for the eight weeks beginning June 1, 2024, and ending August 11, 2024.

Date	Tulsa, Oklahoma	Ogden, Utah
June 10, 2024 – June 16, 2024	\$5,775.00	\$7,498
June 17, 2024 – June 23, 2024	\$5,391.00	\$4,703
July 1, 2024 – July 7, 2024	\$5,063.32	\$5,154
July 8, 2024 – July 14, 2024	\$2,460.86	\$4,409
July 15, 2024 – July 21, 2024	\$4,820.52	\$8,801
July 22, 2024 – July 28, 2024	\$9,583.73	\$7,578
July 29, 2024 – August 4, 2024	\$10,006.56	\$1,544
August 5, 2024 – August 11, 2024	\$11,214.21	\$6,010

Note 1. These were independent dog training businesses offering a variety of services including board and train services. Both businesses rebranded under the MAKE YOUR DOG EPIC name in May 2024. By June 24, 2024, both businesses had modified their operations so that they offered only mobile dog training services of the type that you will offer as a franchisee.

Note 2. The Boise, Idaho business operates under an oral arrangement with us that allows use of our trademarks and operating system but remains an independent dog training business. We did not report financial information for this business because it does not follow our franchise model and offers services that our franchisees will not offer.

**A new franchisee’s individual financial results may differ from the result stated in this financial performance representation.**

Written substantiation for this financial performance representation will be made available to you upon your reasonable request.

Except for the information reflected above, we do not make any representations about a franchisee’s future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor’s management by contacting Peter Taunton, at info@MakeYourDogEpic.com, the Federal Trade Commission, and the appropriate state regulatory agencies.

## ITEM 20 OUTLETS AND FRANCHISEE INFORMATION

**Table No. 1**  
**System-Wide Outlet Summary**  
**For Years 2021 to 2023**

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised <sup>1</sup>	2021	0	0	0
	2022	0	0	0
	2023	0	0	0
Company	2021	0	0	0

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Owned	2022	0	0	0
	2023	0	0	0
Total Outlets	2021	0	0	0
	2022	0	0	0
	2023	0	0	0

Note 1. As described in Items 1 and 19, before we started franchising, our affiliate, MYLE, licensed the right to use the MAKE YOUR DOG EPIC name and operating system to businesses located in Tulsa, Oklahoma, and Ogden, Utah, and granted an oral license to a business located in Boise, Idaho.

**Table No. 2**  
**Transfers of Training Facilities from Franchisee**  
**to New Owners (other than the Franchisor)**  
**For Years 2021 to 2023**

State	Year	Number of Transfers
Total	2021	0
	2022	0
	2023	0

**Table No. 3**  
**Status of Franchised Outlets<sup>1</sup>**  
**For Years 2021 to 2023**

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
Totals	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0

Note 1. As described in Items 1 and 19, before we started franchising, our affiliate, MYLE, licensed the right to use the MAKE YOUR DOG EPIC name and operating system to businesses located in Tulsa, Oklahoma, and Ogden, Utah, and granted an oral license to a business located in Boise, Idaho.

**Table No. 4**  
**Status of Company Owned Outlets**  
**For Years 2021 to 2023**

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
Oklahoma	2020	0	0	0	0	0	0

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
	2021	0	0	0	0	0	0
	2023	0	0	0	0	0	0
Total	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0

**Table No. 5**  
**Projected Openings**  
**As of December 31, 2023**

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets In the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Kansas	0	5	0
Missouri	0	5	0
Texas	0	5	0
Total	0	15	0

Our current list of the names and current addresses of our franchisees is located in Exhibit 7. No franchisee has not renewed or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during our most recently completed fiscal year. No franchisee has not communicated with us within 10 weeks of the issuance date of this disclosure document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

No franchisee has signed within the last three years a confidentiality clause with us that would restrict the franchisee’s ability to openly communicate with you. There are no franchisee organizations sponsored or endorsed by us and no independent franchisee organizations have asked to be included in this disclosure document.

**ITEM 21**  
**FINANCIAL STATEMENTS**

Attached to this disclosure document as Exhibit 5 is our audited balance sheet as of September 9, 2024.

Our fiscal year ends December 31. We have not been in business for three years or more and, therefore, cannot include all the financial statements required by this Item.

**ITEM 22**  
**CONTRACTS**

Attached to this disclosure document is a copy of the following:

EXHIBIT 4 Franchise Agreement and the following attachments to the Franchise Agreement:

- Attachment A Glossary of Additional Terms
- Attachment B Entity Information

	<u>Attachment C</u>	Personal Guaranty and Undertaking
	<u>Attachment D</u>	Confidentiality and Non-competition Agreement
	<u>Attachment E</u>	ACH Authorization
	<u>Attachment F</u>	Franchisee Questionnaire
	<u>Attachment G</u>	State Specific Addenda
EXHIBIT 6	General Release (Sample Form Only)	

**ITEM 23**  
**RECEIPT**

The last two pages of this disclosure document are detachable duplicate Receipts. Please sign and date both copies of the Receipt. Keep one signed copy of the Receipt for your file and return to us the other signed copy of the Receipt. The Receipt page also contains the names, addresses, and telephone numbers of our franchise sellers or brokers.

## STATE APPENDIX TO THE FRANCHISE DISCLOSURE DOCUMENT

### ***FOR THE STATE OF CALIFORNIA***

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AND COMPLAINTS CONCERNING THE CONTENTS OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT [WWW.DFPI.CA.GOV](http://WWW.DFPI.CA.GOV).

SECTION 31125 OF THE CALIFORNIA CORPORATIONS CODE REQUIRES US TO GIVE YOU A DISCLOSURE DOCUMENT, IN A FORM CONTAINING THE INFORMATION THAT THE COMMISSIONER MAY BY RULE OR ORDER REQUIRE, BEFORE A SOLICITATION OF A PROPOSED MATERIAL MODIFICATION OF AN EXISTING FRANCHISE.

Under California law, an agreement between a seller and a buyer regarding the price at which the buyer can resell a product or service (known as vertical price-fixing or resale price maintenance) is illegal. Therefore, requirements on franchisees to sell goods or services at specific prices set by the franchisor may be unenforceable.

### **Registration of this franchise does not constitute approval, recommendation, or endorsement by the Commissioner.**

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effective of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

#### Item 3, Additional Disclosure:

Neither the franchisor nor any person identified in Item 2 of the disclosure document is subject to any current effective order of any national securities association or national securities exchange as defined in the Securities Exchange Act of 1934, U.S.C.A., 78a *et. seq.*, suspending or expelling such persons from membership in such association or exchange.

#### Item 17, Additional Disclosure:

California Corporations Code Section 31512 provides that any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order thereunder is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Section 20010 voids a waiver of your rights under the Franchise Relationship Act (Business and Professions Code Sections 20000 through 20043).

The franchise agreement requires application of the laws of Oklahoma. This provision may not be enforceable under California law.

California Business and Professions Code Sections 2000 through 20043 provide rights to the franchisee concerning transfer, termination or nonrenewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

You must sign a general release if you renew or transfer your franchise. California Corporations Code Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 through 31516). Business and Professions Code

Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043).

The Franchise Agreement contains a covenant not to compete that extends beyond expiration or termination of the agreement. This provision may not be enforceable under California law.

The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. § 101 et seq.).

The Franchise Agreement provides for mediation and/or arbitration for certain disputes. The mediation and/or arbitration will take place in the city in which we maintain our principal business headquarters (currently Tulsa, Oklahoma). This provision may not be enforceable under California law.

Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

The indemnification provision in the Franchise Agreement may not be fully enforceable as to punitive damages under California law.

For franchisees operating outlets located in California, the California Franchise Investment Law and the California Franchise Relations Act will apply regardless of the choice of law or dispute resolution venue stated elsewhere. Any language in the Franchise Agreement or any amendment thereto or any agreement to the contrary is superseded by this condition.

#### ***FOR THE STATE OF HAWAII***

Questionnaire / Acknowledgment: No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF REGULATORY AGENCIES OR A FINDING BY THE DIRECTOR OF REGULATORY AGENCIES THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE OFFERING CIRCULAR, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE. THIS OFFERING CIRCULAR CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

***FOR THE STATE OF ILLINOIS***

Item 17 is supplemented by the following:

Illinois law governs the Franchise Agreement.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Your rights upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

***FOR THE STATE OF MARYLAND***

Item 17, Additional Disclosures

A general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

Provisions that the Franchise Agreement may be terminated upon filing of bankruptcy may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).

A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law.

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

***FOR THE STATE OF MINNESOTA***

Item 13 of the disclosure document is supplemented by the following:

The franchisor will protect the franchisee’s rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols (“Marks”) or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

As required by the Minnesota Franchise Act, Minn. Stat. Sec. 80C.12(g), we will reimburse you for any costs incurred that you incur in the defense of your right to use the Marks, so long as you were using the Marks in the manner that we authorized, and so long as we are timely notified of the claim and given the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.

Item 17 of the disclosure document is supplemented by the following:

With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that (1) a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

To the extent that any condition, stipulation, or provision contained in the Franchise Agreement (including any choice of law provision) purports to require any person who, at the time of acquiring a franchise is a resident of Minnesota, or, in the case of a partnership or corporation, organized or incorporated under the laws of Minnesota, or purporting to bind a person acquiring any franchise to be operated in Minnesota, to waive compliance with the Minnesota Franchises Law, such condition, stipulation, or provision may be void and unenforceable under the non-waiver provision of the Minnesota Franchises Law.

Minnesota Statutes, Section 80C.21 and Minnesota Rule 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce any of franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

Minnesota Rule 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5.

#### ***FOR THE STATE OF NEW YORK***

1. The following information is added to the cover page of the Franchise Disclosure Document:

**INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT 2 OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.**

2. The following is to be added at the end of Item 3:

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

- A. No such party has an administrative, criminal or civil action pending against that person, alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

- B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.
- C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.
- D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of the “Summary” sections of Item 17(c), titled “**Requirements for franchisee to renew or extend,**” and Item 17 (m), entitled “**Conditions for franchisor approval of transfer**”.

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687(4) and 687(5) be satisfied.

4. The following language replaces the “Summary” section of Item 17(d), titled “**Termination by franchisee**”: You may terminate the agreement on any grounds available by law.

5. The following is added to the end of the “Summary” sections of Item 17(v), titled “**Choice of forum**”, and Item 17(w), titled “**Choice of law**”.

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

***FOR THE STATE OF NORTH DAKOTA***

1. The Securities Commissioner for the State of North Dakota has determined that the following types of provisions are deemed to be contrary to North Dakota law:

- (a) A provision in a franchise agreement specifying that the agreement is to be governed by the laws of a state other than North Dakota.
- (b) A provision requiring a North Dakota franchisee to sign a general release upon renewal of the Franchise Agreement;
- (c) A provision requiring a North Dakota franchisee to consent to termination penalties or liquidated damages;
- (d) A provision requiring a North Dakota franchisee to consent to the jurisdiction of courts outside the state of North Dakota;

- (e) A provision calling for the waiver by a North Dakota franchisee of the right to trial by jury;
- (f) A provision requiring a North Dakota franchisee to consent to a waiver of exemplary and punitive damages.

2. North Dakota Century Code Section 9-08-06 subjects covenants not to compete to the provisions of that statute. The covenants not to compete contained within the Franchise Agreement are subject to Section 9-08-06 and may be unenforceable under North Dakota law.

3. The site of any mediation or arbitration of the parties' disputes shall be at a site mutually agreeable to all parties. If all parties cannot agree upon a location, the arbitration or mediation shall be Fargo, North Dakota or, at Franchisor's option by remote hearing.

#### ***FOR THE COMMONWEALTH OF VIRGINIA***

1. In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, Item 17.h. of the disclosure document is supplemented by the following:

“Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the Franchise Agreement does not constitute “reasonable cause”, as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.”

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

#### ***FOR THE STATE OF WISCONSIN***

Item 17 of the disclosure document is supplemented by the following:

For franchisees subject to the Wisconsin Fair Dealership Law, Ch. 135, Stats., provisions in the Fair Dealership Law supersede any inconsistent provisions of the Franchise Agreement or a related contract.

#### ***FOR THE STATE OF WASHINGTON***

The following is added to the Disclosure Document for Washington residents:

##### Item 17, Additional Disclosures

RCW § 19.100.180 and court decisions may supersede the Franchise Agreement in your relationship with us, including in the areas of termination and renewal of your Franchise Agreement.

In the event of a conflict between the Washington Franchise Investment Protection Act and the law chosen in the Franchise Agreement, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW, will prevail.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect our reasonable estimated or actual costs in effecting a transfer.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

You have the right to terminate the Franchise Agreement on any grounds permitted by law.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

No statement, questionnaire, or acknowledgment signed by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision superseded any other term of any document executed in connection with the franchise.

Any mediation involving a franchise purchased in Washington is subject to state law.

**EXHIBIT 1 TO  
MAKE YOUR DOG EPIC DOG TRAINING ACADEMY FRANCHISING, LLC  
FRANCHISE DISCLOSURE DOCUMENT  
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**EXHIBIT 2 TO  
MAKE YOUR DOG EPIC DOG TRAINING ACADEMY FRANCHISING, LLC  
FRANCHISE DISCLOSURE DOCUMENT  
LIST OF STATE ADMINISTRATORS**

## LIST OF STATE ADMINISTRATORS

### California

Department of Business Oversight  
320 West 4th Street, Suite 750  
Los Angeles, California 90013  
(213) 576-7500

### Hawaii

Commissioner of Securities of the State of Hawaii  
Department of Commerce and Consumer Affairs  
Business Registration Division  
Securities Compliance Branch  
335 Merchant Street  
Honolulu, Hawaii 96813  
(808) 586-2722

### Illinois

Office of Attorney General  
500 S. Second Street  
Springfield, Illinois 62706  
(217) 782-4465

### Indiana

Franchise Section, Securities Division  
302 W. Washington St., Room E-111  
Indianapolis, Indiana 46204  
(317) 232-6681

### Maryland

Office of Attorney General  
Securities Division  
200 St. Paul Place  
Baltimore, Maryland 21202  
(410) 576-7042

### Michigan

Department of Attorney General  
Consumer Protection Division  
Franchise Section  
525 W. Ottawa St.  
G. Mennen Williams Building, 1<sup>st</sup> Floor  
Lansing, Michigan 48913  
(517) 373-7117

### Minnesota

Department of Commerce  
85 7<sup>th</sup> Place East, Suite 500  
St. Paul, Minnesota 55101  
(651) 539-1500

### New York

NYS Department of Law  
Investor Protection Bureau  
28 Liberty Street, 21<sup>st</sup> Floor  
New York, New York 10005  
212-416-8236

### North Dakota

Office of Securities Commissioner  
600 East Blvd. Avenue  
State Capitol, Fifth Floor Dept. 414  
Bismarck, North Dakota 58505-0510  
(701) 328-4712

### Oregon

Division of Consumer and  
Business Services  
Finance and Corporate Securities  
350 Winter Street N.E.  
Labor and Industries Building, Room 21  
Salem, Oregon 97310  
(503) 378-4387

### Rhode Island

Securities Division  
Department of Business Regulation  
1511 Pontiac Avenue  
John O. Pastore Complex – Building 69-1  
Cranston, Rhode Island 02920  
(401) 462-9527

### South Dakota

Division of Insurance  
Securities Regulation  
124 S. Euclid, Suite 14  
Pierre, South Dakota 57501  
(605) 773-3563

### Virginia

State Corporation Commission  
Division of Securities and Retail Franchising  
1300 East Main Street, 9<sup>th</sup> Floor  
Richmond, Virginia 23219  
(804) 371-9051

### Washington

Division of Securities  
Department of Financial Institutions  
345 W. Washington Street, 4th Floor  
Madison, WI 53703  
(608) 266 8559

### Wisconsin

Department of Financial Institutions  
Division of Securities  
345 W. Washington, 4th Floor  
Madison, Wisconsin 53703  
(608) 266-8559

**EXHIBIT 3 TO  
MAKE YOUR DOG EPIC DOG TRAINING ACADEMY FRANCHISING, LLC  
FRANCHISE DISCLOSURE DOCUMENT  
LIST OF AGENTS FOR SERVICE OF PROCESS**

**LIST OF AGENTS FOR SERVICE OF PROCESS**

<b>STATE</b>	<b>AGENT</b>
California	Commissioner of Financial Protection & Innovation Department of Financial Protection & Innovation 320 West 4 <sup>th</sup> Street, Suite 750 Los Angeles, California 90013
Hawaii	Commissioner of Securities of the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813
Illinois	Office of Attorney General 500 S. Second Street Springfield, Illinois 62701
Indiana	Indiana Secretary of State 201 State House 200 West Washington Street Indianapolis, Indiana 46204
Maryland	Maryland Securities Commissioner Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2021
Michigan	Michigan Department of Labor & Economic Growth Commercial Services & Corporations Bureau 611 West Ottawa Street Lansing, Michigan 48909
Minnesota	Minnesota Commissioner of Commerce Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101-2198
New York	Secretary of State of the State of New York One Commerce Plaza 99 Washington Avenue Albany, New York 12231
North Dakota	Securities Commissioner North Dakota Securities Department 600 East Boulevard Avenue State Capitol Fifth Floor, Dept. 414 Bismarck, North Dakota (701) 328-4712
South Dakota	Division of Insurance Securities Regulation 124 S. Euclid, Suite 104 Pierre, South Dakota 57501 (605) 773-3563

STATE	AGENT
Virginia	Clerk, State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 1 <sup>st</sup> Floor Richmond, Virginia 23219
Washington	Director Department of Financial Institutions Securities Division 150 Israel Road S.W. Tumwater, Washington 98501
Wisconsin	Administrator, Division of Securities Department of Financial Institutions 201 W. Washington Avenue, Suite 300 Madison, Wisconsin 53703

**EXHIBIT 4 TO  
MAKE YOUR DOG EPIC DOG TRAINING ACADEMY FRANCHISING, LLC  
FRANCHISE DISCLOSURE DOCUMENT  
FRANCHISE AGREEMENT**



**MAKE YOUR DOG EPIC DOG TRAINING ACADEMY, LLC  
FRANCHISE AGREEMENT**

**FRANCHISE AGREEMENT  
SUMMARY PAGES**

**EFFECTIVE DATE:** \_\_\_\_\_

**EXPIRATION DATE:** 5<sup>th</sup> anniversary of the Effective Date

**FRANCHISEE:** \_\_\_\_\_

**FRANCHISEE’S  
ADDRESS FOR NOTICES:** \_\_\_\_\_  
\_\_\_\_\_

**KEY PERSON:** \_\_\_\_\_

**TELEPHONE NUMBER:** \_\_\_\_\_

**E-MAIL ADDRESS:** \_\_\_\_\_

**SERVICE AREA:** See attached map.

**INITIAL FRANCHISE FEE:** \$29,500

**ROYALTY FEE** 20% of Gross Revenue

**WEEKLY COACHING CALLS** \$750 per month, subject to increase in accordance with increases in the Consumer Price Index

**OPERATING SOFTWARE** \$150 per month, subject to increase in accordance with increases in the Consumer Price Index

**RENEWAL FEE** \$5,000

**TRANSFER FEE:** \$15,000

**FRANCHISOR  
ADDRESS FOR NOTICES:** Make Your Dog Epic  
Dog Training Academy Franchising, LLC  
3920 W. 91<sup>st</sup> St.  
Tulsa, OK 74132  
Email: info@MakeYourDogEpic.com

\_\_\_\_\_  
Franchisor Initials

\_\_\_\_\_  
Franchisee Initials

**MAKE YOUR DOG EPIC DOG TRAINING ACADEMY, LLC  
FRANCHISE AGREEMENT**

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**MAKE YOUR DOG EPIC  
DOG TRAINING ACADEMY FRANCHISING, LLC  
FRANCHISE AGREEMENT**

**THIS FRANCHISE AGREEMENT** (the “**Agreement**”) is made and entered into as of the Effective Date reflected in the Summary Pages (the “**Effective Date**”) by and between MAKE YOUR DOG EPIC DOG TRAINING ACADEMY FRANCHISING, LLC, an Oklahoma limited liability company, (“**Franchisor**”), and the franchisee identified in the Summary Pages (referred to in this Agreement as “**you**” or “**Franchisee**”).

- A. Franchisor franchises the right to operate a dog obedience and behavioral modification training business using a proprietary business format and system (“**System**”).
- B. Businesses operating under the System are identified by the trade name and service mark “MAKE YOUR DOG EPIC DOG TRAINING ACADEMY,” and such other trademarks, service marks, logos, slogans, and trade dress as Franchisor may designate (the “**Marks**”).
- C. You have applied for the right to operate a business using the System and Marks (“**Franchised Business**”) and Franchisor desires to grant you such rights, all pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration for the mutual promises contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**ARTICLE 1  
GRANT AND SERVICE AREA**

- 1.1. Grant. Subject to the provisions of this Agreement, Franchisor hereby grants you the right and license (“**Franchise**”) to use the System and Marks to operate a dog obedience and behavioral modification training business. During the franchise term, you may provide dog training services and such other services as Franchisor may, from time to time authorize, within the Service Area, and may use the Marks to promote your business. You may not sublicense any rights granted by this Agreement.
- 1.2. Service Area Protection. During the term of this Agreement, Franchisor will not grant anyone but you the right to provide dog obedience or behavioral modification training services in your Service Area. Franchisor and its Affiliates reserve for themselves all rights not granted to you under this Agreement. These include the right to sell books, instructional materials, and dog training-related products through alternative channels of distribution and streaming videos via the internet and through digital access.

**ARTICLE 2  
TERM AND RENEWAL**

- 2.1. Initial Term. The term of this Agreement begins on the Effective Date and expires at midnight on the Expiration Date as stated in the Summary Page.
- 2.2. Successor Terms. You may renew the franchise granted by this Agreement for two consecutive five-year terms if, at the end of each term, you are in full compliance with your franchise obligations and you have notified Franchisor of your intent to renew and have signed a successor franchise agreement no later than six months prior to expiration of the then-current term. The successor franchise agreement will be the form of franchise agreement being offered to new franchisees at the time of renewal. Its terms may be materially different than the terms of this Agreement, including different fees and different territorial protection, but you will not be required to pay an initial franchise fee. You also must comply with our then-current training requirements, must ensure that your vehicle conforms to our then-current image requirements, and you and each Owner must sign a general and full release of all claims against Franchisor and its Affiliates and governing persons. If the franchise term naturally expires, and you continue to operate the Franchised Business without having signed a successor franchise agreement, the

operation of the Franchised Business will be governed by the terms of the naturally-expired agreement, except that the arrangement will be terminable at the will of either party and the Royalty Fee will increase to 30% of Gross Revenue.

### **ARTICLE 3 BEGINNING OPERATIONS**

3.1. Beginning Operations. You must begin operating the Franchised Business no later than 90 days following the Effective Date reflected in the Summary Pages. You may begin operating the Franchised Business only with prior written permission of Franchisor, which will be conditioned on completion of all of your pre-opening obligations and full compliance with the terms of this Agreement.

### **ARTICLE 4 FEES**

4.1. Initial Franchise Fee. Upon execution of this Agreement, you shall pay Franchisor an Initial Franchise Fee in the amount specified in the Summary Pages, which is deemed fully earned and nonrefundable upon payment.

4.2. Royalty Fee. You shall pay to Franchisor a nonrefundable and continuing Royalty Fee in the amount stated on the Summary Pages.

4.3. Weekly Coaching Calls. Beginning on the first day of the second calendar month following the Effective Date or the first day of the calendar month following your completion of the Initial Training Program (whichever occurs first) and continuing through the term of this Agreement, you shall pay to Franchisor a monthly Weekly Coaching Call Fee in the amount stated in the Summary Page in consideration for weekly coaching advice. You must participate in all coaching calls.

4.4. Operating Software. Beginning on the first day of the second calendar month following the Effective Date or the first day of the calendar month following your completion of the Initial Training Program (whichever occurs first) and continuing through the term of this Agreement, you shall pay to Franchisor a monthly Operating Software Fee in the amount stated in the Summary Page in consideration for access to Franchisor's technology systems, platforms, software and support.

4.5. Other Amounts Due. You shall timely pay to Franchisor and its Affiliates and designated suppliers and service providers all amounts due and owing (except in the case of a bona fide dispute).

4.6. Payment Terms and Procedures. All payments required by this Agreement shall be paid by the "Due Date" designated by Franchisor (the "**Due Date**"). If the Due Date is not a Business Day, payment is due on the next Business Day. You shall participate in Franchisor's then-current electronic funds transfer program authorizing Franchisor to use a pre-authorized bank draft system. Any payments not received by Franchisor by the Due Date will accrue interest at the rate of 18% per annum or the highest lawful interest rate permitted by the jurisdiction in which the Franchised Business operates, whichever is less. If any payment is returned or denied for insufficient funds, you shall pay to Franchisor a nonsufficient funds charge in the amount of the then current fee, which is currently \$100, and reimburse Franchisor for all expenses that it incurs on account of such nonsufficient funds. If you pay less than the amount due, your payment will be considered a partial payment on account. Franchisor may apply your payments to any indebtedness, in its sole and reasonable discretion, regardless of any designation that accompanies the payment. You shall pay Franchisor on demand any and all costs and expenses incurred by Franchisor in enforcing the terms of this Agreement, including attorneys' fees and collection costs. You agree to make all payments due under this Agreement without set-off or deduction and regardless of any counterclaim or defense. Your obligations to make payments under this Agreement is absolute notwithstanding any claim that you may assert against Franchisor.

## ARTICLE 5 TRAINING AND ASSISTANCE

5.1. Key Person Training. Before the Franchised Business begins operations, your Key Person must attend and complete to Franchisor's satisfaction Franchisor's initial training program. The initial training program will take place at a location and time that Franchisor designates. The Key Person and one other trainee may attend Franchisor's initial training program without charge. At your request, Franchisor may permit additional individuals to attend the same training program, subject to space availability, without additional charge. You are responsible for all training-related costs and expenses for each person who attends training, including their salary, travel, lodging, and dining expenses. If the Key Person fails to complete training to Franchisor's satisfaction, Franchisor may terminate the Franchise Agreement.

5.2. Additional Personnel Training. You are solely responsible for training your employees, including any employees who will provide dog training services. At your request, Franchisor will admit additional personnel to subsequent, regularly scheduled training programs subject to space availability at Franchisor's then-current rates, currently \$1,500 per individual. You are responsible for all training-related costs and expenses for each person who attends training, including their salary, travel, lodging and salary expenses.

5.3. Additional Training Requirements. Each of your trainers also must comply with Franchisor's continuing education and certification requirements, as they may be revised periodically. This may include attendance at live classes or participation in on-line classes held by Franchisor or its designated provider. Franchisor may periodically require your Key Person and other of your personnel to attend additional training courses or programs. Franchisor may also make optional training courses or programs available to you or your employees at locations we select, to instruct on new training techniques, procedures, or programs. Franchisor may charge a reasonable fee or tuition for this additional training and you are responsible for all training-related expenses, including travel, lodging, and dining expenses for these individuals and wages and salaries payable during.

5.4. Ongoing Consultation. Franchisor shall provide such ongoing consultation and advice as it deems appropriate, which may include information about new services, programs, and product offerings, advertising and marketing advice, and financial and accounting advice. Such consultation and advice may be provided, in Franchisor's discretion, through on-site visits by Franchisor personnel, via meetings, seminars or conferences, and/or through dissemination of electronic or printed materials.

5.5. Annual Convention. Franchisor may hold an annual convention or meeting of franchisees for purposes of providing information about new products, services, vendors, and/or marketing plans. Franchisor may charge a reasonable fee for attendance (currently \$300). You shall use your best efforts to cause your Key Person to attend each Annual Convention. Because the Annual Convention is intended to serve as a forum for disseminating to franchisees important and valuable information, the parties agree that a franchisee's failure to attend an Annual Convention likely increases Franchisor's cost of performing support services to the franchisee and likely negatively affects the franchisee's Gross Revenue for purposes of calculating the Royalty Fee. Accordingly, you agree that, if your Key Person fails to attend an Annual Convention, you shall pay to Franchisor liquidated damages in the amount of \$2,500 (less any attendance fee that may have been paid) within 30 days following completion of the Annual Convention.

## ARTICLE 6 OPERATION OF THE FRANCHISED BUSINESS

6.1. General Operating Requirements. You shall acquire and use the customer relationship management and scheduling software that Franchisor requires and no others. You shall operate the Franchised Business in accordance with Franchisor's operating methods, standards, and specifications.

6.2. Key Person. The Franchised Business must be supervised by your Key Person. The Key Person

need not be an Owner, but shall devote best efforts to the operation of the Franchised Business and maximizing its revenues. The Key Person shall have successfully completed Franchisor's initial training program and shall attend and successfully complete all additional training that Franchisor requires to Franchisor's satisfaction. Franchisor shall have approved the Key Person as meeting its then-current qualifications for such position.

6.3. Employees. You shall ensure that your personnel preserve good customer relations; render competent, prompt, courteous, and knowledgeable service; and meet such minimum standards as Franchisor may establish from time to time in the Manual or otherwise in writing. All employees with customer interfacing responsibility shall present a neat and clean appearance and shall conduct themselves in a professional manner. The parties acknowledge and agree that you are exclusively responsible for personnel management, including hiring, disciplining, discharging, compensation, and labor relations. You shall defend and indemnify Franchisor and its Indemnitees (as defined in Section 11.3 below) against any and all proceedings, claims, investigations, and causes of action instituted by your employees or by others arising out of or related to your employment practices.

6.4. Authorized Services. You shall offer and provide all services and products that Franchisor requires, and you may offer and provide only the services and products that Franchisor permits. Franchisor may add, modify, or discontinue service or product offerings, and you must comply with all current requirements.

6.5. Purchases from Designated Sources. You shall purchase from Franchisor or from sources designated by Franchisor a demonstration dog certified to MAKE YOUR DOG EPIC standards. You also shall purchase from approved or designated sources your vehicle wrap, brand-related marketing materials, and any merchandise bearing the Marks. You may purchase other products and services from other suppliers, so long as the products or services meet our standards and specifications, which may include brand requirements. We generally do not grant approval for alternative suppliers.

6.6. Minimum Performance Standards. You shall cause the Franchised Business to operate for such minimum hours and days as Franchisor may specify in the Manual or in other written directives. You shall solicit and obtain the number of customer reviews necessary to achieve the highest ranking using the Google Business Profile or such other online business profiles and/or search engine tools that Franchisor designates for use.

6.7. Marketing and Price Promotion. You recognize that an important component of the System marketing plan involves value pricing and introductory price promotion. Franchisor strongly recommends that you follow its proposed pricing guidelines, but ultimately you have the right to determine the prices that you charge to your customers.

6.8. Brand Management and Public Relations. Franchisor shall own and administer all online business profiles (currently, the Google Business Profile) and social media accounts associated with the Franchised Business. During the franchise term, Franchisor will assign to you for your use one or more telephone numbers and email addresses and you shall use them exclusively for the operation of the Franchised Business. You acknowledge the importance of a consistent brand message and agree to refrain from discussing or mentioning the MAKE YOUR DOG EPIC DOG TRAINING ACADEMY business on any social media site (including blogs, online forums, wikis, social media sites, etc.). You shall notify Franchisor immediately (no later than four hours after becoming aware) of any Reputational Event and fully cooperate with and assist Franchisor in any efforts that Franchisor deems appropriate.

## **ARTICLE 7 MARKS AND COPYRIGHTS**

7.1. Ownership and Use. You shall use only the Marks designated by Franchisor, shall use them only in the manner that Franchisor authorizes and permits, and shall use them with the symbols “®”, “TM”, or

“SM”, as appropriate. You shall use the Marks only in connection with the operation and promotion of the Franchised Business, and only in the manner prescribed by Franchisor. You may not use the Marks or any component thereof as part of your corporate or legal name with respect to any online business profile or social media account except as expressly authorized in writing by Franchisor. You shall identify yourself to the public and on all customer and vendor contracts as an independent business owner and authorized franchisee of Franchisor. You acknowledge and agree that Franchisor or its Affiliate owns all right, title, and interest in and to the Marks and to the goodwill associated therewith. All goodwill associated with your operation of the Franchised Business inures directly and exclusively to the benefit of Franchisor. Your use of the Marks other than as expressly authorized by this Agreement, without Franchisor’s prior written consent, infringes Franchisor’s rights herein.

7.2. Infringement. You shall promptly notify Franchisor of any suspected unauthorized use of, or any challenge to the validity of the Marks or Copyrighted Works, or any challenge to Franchisor’s or its Affiliate's ownership of, Franchisor’s license to use and to license others to use, or your right to use, the Marks or Copyrighted Works. You acknowledge that Franchisor or its Affiliate has the right to direct and control any administrative proceeding or litigation, or other adjudicative proceeding involving the Marks or Copyrighted Works, including any settlement thereof. Franchisor or its Affiliate has the right, but not the obligation, to take action against third parties for infringement of the Marks or Copyrighted Works. In the event of any litigation relating to your use of the Marks or Copyrighted Works, you shall execute any and all documents and do such acts as may, in the opinion of Franchisor, be necessary to carry out such defense or prosecution, including, but not limited to, becoming a nominal party to any legal action. Except to the extent that such litigation is the result of your use of the Marks or Copyrighted Works in a manner inconsistent with the terms of this Agreement, Franchisor agrees to reimburse you for your associated costs.

7.3. Changes to the Marks. Franchisor reserves the right, in its sole discretion, to designate one or more new, modified or replacement Marks for your use and to require your use of any such new, modified or replacement Marks in addition to or in lieu of any previously designated Marks. You must comply with any such directive within 60 days following your receipt of Franchisor’s written notice to you, and you are responsible for all related costs and expenses.

## **ARTICLE 8 SYSTEM, MANUAL, AND CONFIDENTIAL INFORMATION**

8.1. Manual. Franchisor will provide you access to an online copy of the Manual. You shall operate the Franchised Business in accordance with the standards, methods, policies, and procedures specified in the Manual. The Manual shall at all times remain the sole property of Franchisor. You shall ensure that your copy of the Manual are kept current at all times, and in the event of any dispute as to the contents of the Manual, the terms of the master copy of the Manual maintained by Franchisor shall be controlling.

8.2. System Modification. You acknowledge that the System, Franchisor’s confidential Manual, and the products and services offered by the Franchised Business may be modified, (such as, but not limited to, the addition, deletion, and modification of operating procedures, products and services) from time to time by Franchisor. You agree to comply, at your expense, with all such modifications. Franchisor shall notify you of any such System changes and you shall implement any System changes upon receipt of notice thereof from Franchisor, and shall complete their implementation within such time as Franchisor may reasonably specify.

8.3. Confidentiality. You shall maintain the confidentiality of all Confidential Information. You shall use Confidential Information only in connection with the operation of the Franchised Business and shall divulge Confidential Information only to your employees and only on a need-to-know basis. This obligation shall survive termination or expiration (without renewal) of this Agreement.

8.4. Improvements. If you, your employees, or Owners develop any new concept, process or

improvement relative to the operation or promotion of a MAKE YOUR DOG EPIC DOG TRAINING ACADEMY business (an “**Improvement**”), you agree to promptly notify Franchisor and provide Franchisor with all necessary related information, without compensation. Any such Improvement shall become Franchisor’s sole property and Franchisor shall be the sole owner of all related patents, patent applications, and other intellectual property rights. You and your Owners hereby assign to Franchisor any rights you or your Owners may have or acquire in the Improvements, including the right to modify the Improvement, and waive and/or release all rights of restraint and moral rights therein and thereto. You and your Owners agree to assist Franchisor in obtaining and enforcing the intellectual property rights to any such Improvement in any and all countries and further agree to execute and provide Franchisor with all necessary documentation for obtaining and enforcing such rights. You and your Owners hereby irrevocably designate and appoint Franchisor as agent and attorney-in-fact for you and for them to execute and file any such documentation and to do all other lawful acts to further the prosecution and issuance of patents or other intellectual property right related to any such Improvement. In the event that the foregoing provisions of this Section 8.4. are found to be invalid or otherwise unenforceable, you and your Owners hereby grant to Franchisor a worldwide, perpetual, non-exclusive, fully-paid license to use and sublicense the use of the Improvement to the extent such use or sublicense would, absent this Agreement, directly or indirectly infringe on you or your Owners’ rights therein.

8.5. Ownership of Customer Information. The parties agree that all Customer Information belongs exclusively to Franchisor. You may use Customer Information to operate and promote the Franchised Business and for no other purpose. Upon termination or expiration of this Agreement, you must return to Franchisor all materials containing or reflecting Customer Information. You may keep a copy of the materials solely for purposes of complying with applicable legal and tax requirements.

## **ARTICLE 9 ADVERTISING AND MARKETING**

9.1. General. All of your promotional and marketing materials shall be presented in a dignified manner and shall conform to Franchisor’s standards and specifications related to advertising, marketing, and trademark use. You shall submit to Franchisor samples of proposed promotional and marketing materials, and notify Franchisor of the intended media, before first publication or use. Franchisor must approve all of your promotional and marketing materials before you use them. To obtain approval, you must submit to Franchisor samples of the proposed materials and notify Franchisor of the intended media at least 14 days before their intended use. Any proposed materials not disapproved by Franchisor within seven days after receipt will be deemed approved. Once approved, you may use the materials only in connection with the media for which they were approved. Franchisor may disapprove your promotional or marketing materials, or the media for which they were approved, at any time, and you must discontinue using any disapproved materials or media upon your receipt of written notice of disapproval.

9.2. Initial Marketing Campaign. Before the Franchised Business begins operating, the parties will agree on a budget that will not exceed the amount specified in the Summary Pages and will create a marketing/public relations plan for your grand opening. You shall conduct the initial marketing and public relations campaign according to the marketing plan and budget and Franchisor’s Standards, within four to six weeks before and 60 days after beginning operations.

9.3. Promotional Programs. You agree to participate in all marketing promotions that Franchisor may develop from time to time, at your sole cost and expense.

## **ARTICLE 10 SOFTWARE; ACCOUNTING AND RECORDS; TAXES**

10.1. Software. You shall subscribe to and use Franchisor’s required scheduling software for scheduling appointments and invoicing customers. You shall acquire and use any software programs that Franchisor requires in connection with the operation of the Franchised Business. You shall enter into all

software license agreements, “terms of use” agreements, and software maintenance agreements, in the form and manner Franchisor prescribes, and pay all fees imposed there under. Franchisor will have unrestricted, independent access to all information that entered into the local software and other online software applications, and all information and electronic files relating to the Franchised Business, whether stored on your hard drive or on-site or off-site servers. You shall install and activate on your computer all software required by Franchisor, and shall provide to Franchisor all user names and passwords necessary, to facilitate such access.

10.2. Maintenance of Records. You shall prepare and preserve for at least five years from the date of preparation complete and accurate books, records, and accounts according to generally accepted accounting principles and in the form Franchisor prescribes.

10.3. Submission of Financial Statements and Tax Returns. No later than April 15<sup>th</sup> of each calendar year, you shall provide to Franchisor **(a)** a copy of the previous year’s annual profit and loss statements; **(b)** a copy of the previous year’s sales tax returns; and **(c)** a copy of your federal and state income tax returns for the previous year; provided, however, that if you are an individual franchisee, you may submit only those schedules to your personal tax returns which reflect the revenues and expenses of the Franchised Business.

10.4. Reporting. You shall accurately report to Franchisor Gross Revenue, Customer Information, and such other information as Franchisor may reasonably require, using the procedures and Franchisor prescribes periodically. Franchisee also shall provide to Franchisor such other reports, computer back-up and other information as Franchisor may reasonably request. Franchisor has the right to impose a late fee in submitting your Gross Revenue statement or any other report required under this Section 10.4.

10.5. Audit of Franchisee Records. Franchisor or its designated agent shall have the right to audit, examine, and copy your books, records, bank accounts, and business tax returns at any time. If an inspection or audit reveals underpayment of amounts owed to Franchisor, you shall immediately pay the understated amount with interest as provided in Section 4.6. If an audit or inspection reveals your understatement of Gross Revenue by 2% or more, in addition to amounts due on the understatement and interest, you shall promptly reimburse Franchisor all costs and expenses that it incurred in connection with performing the audit or inspection (including travel, lodging and wage expenses, and attorneys’ and accountants’ fees).

10.6. Use of Financial Information in Franchise Disclosure Document. You acknowledge and agree that it may be in the best interest of the franchise system to share historical revenue and expense information with prospective franchisees. To that end, you hereby authorize Franchisor to publish in its franchise disclosure document information concerning your Gross Revenue and any other information required to be reported to Franchisor concerning the Franchised Business.

10.7. Taxes. You shall promptly pay all taxes due and owing based on your operation of the Franchised Business including, without limitation, sales taxes, income taxes, and property taxes.

## ARTICLE 11

### INDEPENDENT CONTRACTOR, INSURANCE AND INDEMNIFICATION

11.1 Independent Contractor. The parties acknowledge and agree that you are operating the Franchised Business as an independent contractor. Nothing contained in this Agreement creates or should be construed to create a partnership, joint venture, or agency relationship between the parties. Neither party shall have fiduciary obligations to the other, or be liable for the debts or obligations of the other. Neither party shall have the right to bind the other, transact business in the other party’s name or in any manner make any promises or representations on behalf of the other party, nor contract any debts or obligations on behalf of the other party, or their affiliates, unless otherwise agreed in writing by the parties. You shall conspicuously identify yourself and the Franchised Business in all dealings with the public, customers,

potential customers, suppliers, public officials, and others, as an independent franchisee of Franchisor, and shall place a conspicuous notice, in the form and at such place as Franchisor prescribes, notifying the public of such independent ownership.

## 11.2. Insurance Obligations.

11.2.1. You shall maintain in full force and effect at all times during the term of this Agreement, at your expense, an insurance policy or policies protecting you, Franchisor and its Affiliates, and their respective officers, shareholders, directors, members, managers, agents, and employees, against any demand or claim with respect to personal and bodily injury, death, or property damage, or any loss, liability, or expense arising or occurring upon or in connection with the operation of the Franchised Business.

11.2.2. Such policy or policies shall: **(a)** be written by insurer(s) licensed and admitted to write coverage in the state in which the Franchised Business is located and with a rating of “A” or better as set forth in the most recent edition of Best's Key Rating Guide; **(b)** name Franchisor and its Affiliates, and their respective officers, shareholders, directors, managers, members, agents, and employees as additional named insureds on a primary non-contributory basis, **(c)** the additional insured coverage must be provided on an Additional Insured Grantor of Franchise Endorsement per form CG2029 (or an endorsement form with comparable wording acceptable to Franchisor); and **(d)** comply with Franchisor’s written requirements at the time such policies are obtained, and provide at least the types and minimum amounts of coverage specified in the Manual.

11.2.3. Franchisor may unilaterally modify the insurance minimum coverage requirements which may include an increase to the minimum coverage requirements to reflect changes in inflation or as market conditions warrant.

11.2.4. In connection with any and all insurance that you are required to maintain under Section 11.2., you and your insurers shall agree to waive their rights of subrogation against Franchisor, and you shall provide evidence of such waiver in accordance with Section 11.3.

11.2.5. Your obligation to obtain and maintain insurance shall not be limited in any way by reason of any insurance which may be maintained by Franchisor, nor shall your performance of that obligation relieve you of liability under the indemnity provisions set forth in Section 11.3. of this Agreement.

11.2.6. All public liability and property damage policies shall contain a provision that Franchisor and its Affiliates, although named as an additional insureds, shall nevertheless be entitled to recover under such policies on any loss occasioned to Franchisor, or its Affiliates, partners, members, managers, shareholders, officers, directors, agents, or employees by reason of your negligence.

11.2.7. At least 10 days prior to the time you are first required to carry insurance, and thereafter at least 30 days prior to the expiration of any policy, you shall deliver to Franchisor certificate of insurance evidencing your compliance with this Article 11. Each certificate of insurance shall expressly provide that no less than 30 days' prior written notice shall be given to Franchisor in the event of material alteration to or cancellation or non-renewal of the coverages evidenced by such certificates.

11.2.8. If you fail to procure or maintain these minimum insurance requirements, Franchisor or its designee shall have the right and authority (but not the obligation) to procure such insurance on your behalf. Such right shall be in addition to and not in lieu of any other rights or remedies available to Franchisor. If this occurs, you shall reimburse Franchisor the cost of the premium upon demand, plus an administrative fee equal to 10% of the cost of such premiums.

11.2.9. You acknowledge that the Franchisor’s minimum insurance requirements do not constitute advice or a representation that such coverages are necessary or adequate to protect you from

losses in connection with the Franchised Business. Nothing in this Agreement prevents or restricts you from acquiring or maintaining insurance with higher policy limits or lower deductibles than Franchisor requires.

11.3. Indemnification. You shall defend, indemnify and hold harmless to the fullest extent by law, Franchisor and its Affiliates and their respective officers, shareholders, directors, members, managers, agents, and employees (collectively the “**Indemnitees**”) from any and all “**losses and expenses**” (as hereinafter defined) incurred in connection with any litigation or other form of adjudicatory procedure, claim, demand, investigation, or formal or informal inquiry (regardless of whether same is reduced to judgment) or any settlement thereof which arises directly or indirectly from, as a result of, or in connection with your operation of the Franchised Business (collectively an “**event**”), and regardless of whether same resulted from any strict or vicarious liability imposed by law on the Indemnitees; provided, however, that this indemnity shall not apply to any liability arising from the gross negligence of Indemnitees (except to the extent that joint liability is involved, in which event the indemnification provided in this Agreement shall extend to any finding of comparative negligence or contributory negligence attributable to you). For the purpose of this Section 11.3., the term “**losses and expenses**” shall be deemed to include compensatory, exemplary, or punitive damages; fines and penalties; attorneys' fees; experts' fees; court costs; costs associated with investigating and defending against claims; settlement amounts; judgments; compensation for damages to Franchisor's reputation and goodwill; and all other costs associated with any of the foregoing losses and expenses. You shall give Franchisor prompt notice of any event of which you are aware, for which indemnification is required. Franchisor may, in its sole and absolute discretion, take such actions as it seems necessary and appropriate to investigate, defend, or settle any event or take other remedial or corrective actions with respect thereof as may be, in Franchisor's sole and absolute discretion, necessary for the protection of the Indemnities or the System.

## ARTICLE 12 TRANSFER OF INTEREST

12.1. Transfer by Franchisor. Franchisor may transfer or assign all or any part of its rights or obligations under this Agreement to any person or legal entity. With respect to any assignment which results in the subsequent performance by the assignee of all of Franchisor's obligations under this Agreement, the assignee shall expressly assume and agree to perform such obligations and shall become solely responsible for all of Franchisor's obligations under this Agreement from the date of assignment. In addition, and without limitation to the foregoing, you agree that Franchisor and/or its Affiliates may sell their assets, the Marks (or any variation thereof) or Copyrighted Works, or the System; may sell securities in a public offering or in a private placement; may merge, acquire other companies, or be acquired by another company; and may undertake a refinancing, recapitalization, leveraged buy-out, or other economic or financial restructuring. With regard to any of the above sales, assignments and dispositions, you expressly and specifically waive any claims, demands or damages arising from or related to the loss of Franchisor's Marks (or any variation thereof), Copyrighted Works, and System and/or the loss of association with or identification of MAKE YOUR DOG EPIC DOG TRAINING ACADEMY FRANCHISING, LLC as the franchisor under this Agreement. You specifically waive any and all other claims, demands or damages arising from or related to the foregoing merger, acquisition and other business combination activities including, without limitation, any claim of divided loyalty, breach of fiduciary duty, fraud, breach of contract or breach of the implied covenant of good faith and fair dealing.

12.2. Transfer by Individual Franchisee to Business Entity for Convenience. If you are an individual, you may transfer your interest in this Agreement to a Business Entity for convenience of operation within the first 12 months of this Agreement by signing Franchisor's standard form of assignment and assumption agreement if **(a)** the Business Entity is formed solely for purposes of operating the Franchised Business, and **(b)** you provide to Franchisor a copy of the Business Entity's formation and governing

documents and a certificate of good standing from the jurisdiction under which the Business Entity was formed, and you pay Franchisor a \$1,500 administrative fee.

12.3. Transfer Among Owners; Transfer of Non-Controlling Interest. If you are a Business Entity, your Owners may transfer their ownership interests in the Business Entity among each other, and may transfer up to a Non-Controlling Interest in the Business Entity to one or more third parties as part of a private sale, if: **(a)** you have provided to Franchisor advance notice of the transfer, **(b)** Attachment B has been amended to reflect the new ownership; **(c)** each new Owner has signed a Personal Guaranty and Undertaking in the form of Attachment C; **(d)** the transferee possesses a good moral character, business reputation and credit rating, and otherwise meets Franchisor’s qualifications for new franchisee owners; and **(e)** you have paid to Franchisor a \$2,500 administrative fee. “Non-Controlling Interest” means a transfer of an Owner’s interest in the Franchisee or a new issue of securities to a person who is not currently an Owner; provided that the transferee does not acquire voting control as a result of the transfer.

12.4. Transfer of Agreement; Transfer of the Franchised Business; Transfer of Controlling Interest. All other transfers (including any sale or transfer of your interest in this Agreement, the sale or transfer of all or substantially all of the assets of the Franchised Business, and the sale of a Controlling Interest (meaning transfer of an interest other than a Non-Controlling Interest) in you if the franchisee is a Business Entity) require Franchisor’s prior written consent. Franchisor will not unreasonably withhold its consent to a transfer, but may condition its consent on satisfaction of any or all of the following:

12.4.1. You shall have requested consent in writing and delivered to Franchisor a copy of the proposed transfer agreements, including sale terms, at least 30 days prior to the proposed transfer, and Franchisor has determined, in its sole and reasonable discretion, that the terms of the sale will not materially and adversely affect the post transfer viability of the Franchised Business.

12.4.2. The transferee shall demonstrate to Franchisor’s satisfaction that the transferee meets Franchisor’s then-current educational, managerial and business standards; possesses a good moral character, business reputation and credit rating; has the aptitude and ability to operate the Franchised Business; and has sufficient equity capital to operate the Franchised Business;

12.4.3. All of your accrued monetary obligations and all other outstanding obligations to Franchisor, its Affiliates, and third party suppliers shall be up to date, fully paid and satisfied, and you must be in full compliance with this Agreement and any other agreements between you and Franchisor, its Affiliates and your suppliers;

12.4.4. You and each Owner shall have executed a general release, in a form satisfactory to Franchisor, of any and all claims against Franchisor and its Affiliates and their respective officers, directors, shareholders, managers, members, agents and employees in their corporate and individual capacities, including, without limitation, claims arising under federal, state and local laws, rules and ordinances; provided, however, that any release will not be inconsistent with any state law regulating franchising;

12.4.5. You or the transferee shall have paid the applicable transfer fee in the amount set forth in the Summary Pages and reimburse Franchisor for all reasonable costs and expenses it incurred (including its attorneys’ fees) in facilitating the transfer;

12.4.6. The transferee shall have executed Franchisor’s then-current form of franchise agreement, the terms of which may be materially different than the terms of this Agreement and may include, among other things, a different minimum or percentage royalty fee and other different financial obligations. The term of such agreement shall be the remaining term of this Agreement at the time of transfer.

12.4.7. If the transferee is a Business Entity, then the transferee’s Owners each shall sign Franchisor’s standard form of Personal Guaranty and Undertaking;

12.4.8. The transferee shall have complied with Franchisor's then-current initial training requirements; and

12.4.9. If Franchisor introduced the buyer to you, you have paid all fees due Franchisor under its then-current franchise resale policy or program.

12.5. Transfers Void. Any purported transfer, by operation of law or otherwise, made without Franchisor's prior written consent will be considered null and void and will be considered a material breach of this Agreement.

12.6. Security Interest. You may grant a security interest in this Agreement or the franchise represented by this Agreement only to the limited extent permitted by Section 9-408 of the Uniform Commercial Code. Any such security interest may only attach to an interest in the proceeds of the operation of the Franchised Business and may not entitle or permit the secured party to take possession of or operate the Franchised Business or to transfer your interest in the franchise without Franchisor's consent.

12.7. Right of First Refusal. If you receive a bona fide offer to purchase your interest in this Agreement or all or substantially all of the assets of the Franchised Business, or if any Owner receives a bona fide offer to purchase his or her equity interests in you, and you or such Owner wishes to accept such offer, you or the Owner must deliver to Franchisor written notification of the offer and, except as otherwise provided herein, Franchisor shall have the right and option, exercisable within 30 days after receipt of such written notification, to purchase the seller's interest on the same terms and conditions offered by the third party. If the bona fide offer provides for the exchange of assets other than cash or cash equivalents, the bona fide offer shall include the fair market value of the assets and you shall submit with the notice an appraisal prepared by a qualified independent third party evidencing the fair market value of such assets as of the date of the offer. Any material change in the terms of any offer prior to closing shall constitute a new offer subject to the same right of first refusal by Franchisor as in the case of an initial offer. If Franchisor elects to purchase the seller's interest, closing on such purchase must occur by the later of: **(a)** the closing date specified in the third party offer; or **(b)** within 60 days from the date of notice to the seller of Franchisor's election to purchase. Franchisor's failure to exercise the option described in this Section 12.7. shall not constitute a waiver of any of the transfer conditions set forth in this Article 12.

12.8 Upon the death or permanent incapacity (mental or physical) of any person with an interest in this Agreement, in you, or in all or substantially all of the assets of the Franchised Business, the executor, administrator, or personal representative of such person shall transfer such interest to a third party approved by Franchisor within six months after such death or mental incapacity. Such transfers, including, without limitation, transfers by devise or inheritance, shall be subject to the same conditions as a life time transfer, except that the transfer fee will be waived. In the case of transfer by devise or inheritance, however, if the heirs or beneficiaries of any such person are unable to meet the conditions of this Section 12.8., the executor, administrator, or personal representative of the decedent shall transfer the decedent's interest to another party approved by Franchisor within six months, which disposition shall be subject to all the terms and conditions for transfer contained in this Agreement. If the interest is not disposed of within such period, Franchisor may, at its option, terminate this Agreement, pursuant to Section 13.5. To prevent any interruption of business of the Franchised Business and any injury to the goodwill and reputation thereof which may be caused thereby Franchisor shall have the right, but not the obligation, to operate the Franchised Business until the interest is transferred to another party approved by Franchisor. If Franchisor undertakes to operate the Franchised Business, Franchisor shall have the right to collect and pay from the revenues of the Franchised Business all expenses relating to the operation of the Franchised Business including, without limitation, Royalty Fees, employee salaries, reimbursement of Franchisor's expenses incurred in connection with such operation, and a reasonable management fee. You shall indemnify and hold Franchisor harmless from any and all claims arising from the alleged acts and omissions of Franchisor and its representatives in exercising its rights under this Section 12.8.

12.9. Non-Waiver of Claims. Franchisor's consent to a transfer shall not constitute a waiver of any claims it may have against the transferring party, and it will not be deemed a waiver of Franchisor's right to demand strict compliance with any of the terms of this Agreement, or any other agreement to which Franchisor's and the transferee are parties, by the transferee.

## **ARTICLE 13 DEFAULT AND TERMINATION**

13.1. Termination In the Event of Bankruptcy or Insolvency. You shall be deemed to be in default under this Agreement, and all rights granted to you under this Agreement shall automatically terminate without notice, if you become insolvent or make a general assignment for the benefit of creditors; if a petition in bankruptcy is filed by you or such a petition is filed against you and you do not oppose it; if you are adjudicated as bankrupt or insolvent; if a bill in equity or other proceeding for the appointment of a receiver for you or other custodian for your business or assets is filed and consented to by you; if a receiver or other custodian (permanent or temporary) of your assets or property, or any part thereof, is appointed by any court of competent jurisdiction; if proceedings for a composition with creditors under any state or federal law is instituted by or against you; if a final judgment remains unsatisfied or of record for 30 days or longer (unless a *supersedeas* bond is filed); if you are dissolved; if execution is levied against your business or property; if judicial, non-judicial or administrative proceedings to foreclose any lien or mortgage against the Franchised Location premises or assets is instituted against you and not dismissed within 30 days; or if the real or personal property of the Franchised Business is sold after levy thereupon by any sheriff, marshal, or constable.

13.2. Termination with Notice and Without Opportunity to Cure. Franchisor has the right to terminate this Agreement, which termination will become effective upon delivery of notice without opportunity to cure, if: **(a)** your Key Person fails to successfully complete the initial training program; **(b)** you fail to begin operations within 90 days of the Effective Date; **(c)** you fail to use or to enter customer information into our designated scheduling software, **(d)** you abandon the Franchised Business (which will be presumed if you cease operations for three consecutive business days); **(e)** you lose any license required to operate the Franchised Business; **(f)** you or any Owner or Key Person is convicted of, or pleads no contest to, a felony, a crime involving moral turpitude, or any other crime or offense that Franchisor believes is reasonably likely to have an adverse effect on the System; **(g)** there is any transfer or attempted transfer in violation of Article 12 of this Agreement; **(h)** you or any Owner fails to comply with the confidentiality obligations in Section 8.3. or any of the covenants in Article 15; or **(i)** you or any Owner has made any material misrepresentations in connection with your franchise application; **(j)** if we determine that you have engaged in cruelty or neglect of animals, or if an imminent threat or danger to public health or human or animal safety results from the operation of the Franchised Business; **(k)** if you misrepresent the amount of Gross Revenue reported to Franchisor or you knowingly maintain false books or records; **(l)** you misuse the Marks or Copyrighted Works; **(m)** you offer unauthorized products or services; **(n)** you purchase items from unapproved sources; **(o)** you fail to pass two or more quality assurance inspections in any rolling 12-month period; or **(p)** Franchisor delivers to you two or more written notices of default pursuant to this Article 13 within any rolling 12-month period, whether or not the defaults described in such notices ultimately are cured.

13.3. Termination with 10-Day Cure Period. Franchisor has the right to terminate this Agreement, which termination will become effective upon delivery of written notice of termination, if you fail to cure the following defaults within 10 days after delivery of written notice: **(a)** failure to obtain or maintain required insurance coverage; **(b)** failure to pay any amounts due to Franchisor or its Affiliates; **(c)** you fail to pay any amounts due to your trade creditors (unless such amount is subject to a bona fide dispute); **(d)** you fail to pay any amounts for which Franchisor has advanced funds for or on your behalf, or upon which Franchisor is acting as guarantor of your obligations; or **(e)** failure to meet the minimum performance standards identified in Section 6.6. or to comply with any of the Standards.

13.4. Termination with 30-Day Cure Period. Except as otherwise provided in this Article 13, Franchisor has the right to terminate this Agreement, which termination will become effective upon delivery of written notice of termination, if you fail to cure any curable default within 30 days after delivery of written notice.

13.5. Termination Related to Death or Permanent Incapacity. Franchisor has the right to terminate this Agreement if an approved transfer as required by Section 12.9. is not effected within the designated time frame following a death or permanent incapacity (mental or physical).

13.6. Cross-Default. Any default under any agreement between you and Franchisor or its Affiliates, and failure to cure within any applicable cure period, shall be considered a default under this Agreement and shall provide an independent basis for termination of this Agreement.

13.7. Step-In Rights. In the event of your default, including if Franchisor determines that your operation of the Franchised Business, Franchisor shall have the right, but not the obligation, to operate the Franchised Business for as long as Franchisor deems necessary and practical, and without waiver of any other rights or remedies Franchisor may have under this Agreement. If Franchisor undertakes to operate the Franchised Business, Franchisor shall have the right to collect and pay from the revenues of the Franchised Business all expenses relating to the operation of the Franchised Business including, without limitation, Royalty Fees, employee salaries, independent contractor compensation, reimbursement of Franchisor's expenses incurred in connection with such operation, and a reasonable management fee. You shall indemnify and hold Franchisor harmless from any and all claims arising from the alleged acts and omissions of Franchisor and its representatives in exercising its rights under this Section 13.7.

#### **ARTICLE 14 POST TERMINATION OBLIGATIONS**

14.1. Business Contact Information and Business Profiles. Upon termination or expiration of this Agreement, your online business profile, social media accounts, business telephone numbers and email addresses shall immediately terminate and/or be redirected to another MAKE YOUR DOG EPIC DOG TRAINING ACADEMY business. You shall immediately cease all use of the Marks, Copyrighted Works and Confidential Information and shall fully cooperate with and assist Franchisor in removing any online information associating you with the Franchised Business. Within 30 days following termination or expiration of this Agreement, you shall cancel any assumed name registration containing the Marks. Your failure to comply with the terms of this provision constitutes and infringement of Franchisor's intellectual property rights.

14.2. Return of Manual and Other Materials Containing Confidential Information. You shall immediately return to Franchisor the Manual and all other materials in your possession that contain Confidential Information and all copies thereof.

14.3. Franchisor's Right to Purchase Tangible Assets. Franchisor shall have the option to purchase your interest (if any) in any or all tangible assets used in the operation of the Franchised Business for a purchase price equal to the lesser of your cost or depreciated book value, and may set off against the purchase price any amounts that you owe to Franchisor. Franchisor shall exercise its option by written notice to you delivered before or within 30 days after the date of expiration or termination of this Agreement.

#### **ARTICLE 15 COVENANTS**

15.1. Non-Competition During Term of Agreement. You and each Owner acknowledge that you and each Owner will receive valuable, specialized training including, without limitation, information regarding the operational, sales, promotional, and marketing methods and techniques and trade secrets of

Franchisor and the System. You and each Owner covenant and agree that during the term of this Agreement, except as otherwise approved in writing by Franchisor, neither you nor any Owner may directly or indirectly, for yourselves, or through, on behalf of, or in conjunction with any person, or legal entity:

15.1.1. Divert or attempt to divert any present or prospective customer of the Franchised Business to any competitor, by direct or indirect inducement or otherwise, provide dog training services to any customer or former customer of the Franchised Business, or do anything to harm the goodwill associated with the Marks and the System, or

15.1.2. Own, maintain, advise, operate, engage in, be employed by, make loans to, invest in, provide any assistance to, or have any interest in (as owner or otherwise) or relationship or association with, any Competitive Business at any location within the United States, its territories or commonwealths, or any other country, province, state or geographic area in which Franchisor or its Affiliates have used, sought registration of or registered the Marks or similar marks or operate or license others to operate a business under the Marks or similar marks. The foregoing restrictions shall not apply to your ownership or any Owner's ownership of less than a 5% beneficial interest in the outstanding equity securities of any company registered under the Securities Act of 1933 or the Securities Exchange Act of 1934.

15.2. Non-Competition After Expiration or Termination of Agreement. Commencing upon the later of: **(a)** expiration or termination of this Agreement (regardless of the cause for termination), or **(b)** a transfer permitted under Article 12 of this Agreement, and continuing for an uninterrupted period of two years thereafter, neither you nor any Owner may directly or indirectly, for yourselves, or through, on behalf of, or in conjunction with any person, persons, or legal entity:

15.2.1. Divert or attempt to divert any present or prospective customer of the Franchised Business to any competitor, by direct or indirect inducement or otherwise, provide dog training services to any customer or former customer of the Franchised Business, or do anything to harm the goodwill associated with the Marks and the System, or

15.2.2. Own, maintain, advise, operate, engage in, be employed by, make loans to, or have any interest in or relationship or association with a Competitive Business that **(i)** is, or is intended to be, located in the Service Area or within 20 miles of the perimeter of the Service Area; or **(ii)** within the Service Area or within 20 miles of the perimeter of any Service Area of any other MAKE YOUR DOG EPIC DOG TRAINING ACADEMY business at the time of such expiration, termination or transfer. The foregoing restrictions shall not apply to your ownership or any Owner's ownership of less than a 5% beneficial interest in the outstanding equity securities of any company registered under the Securities Act of 1933 or the Securities Exchange Act of 1934.

If any Owner ceases to be an Owner of the Franchisee for any reason during the franchise term, the foregoing covenant shall apply to the departing Owner for a two-year period beginning on the date such person ceases to meet the definition of an Owner. The obligations described in this Section 15.1. shall be tolled during any period of noncompliance

15.3. Additional Provisions. The parties acknowledge and agree that Franchisor shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in Sections 15.1. and 15.2., or any portion thereof, without your consent or the consent of any Owner, effective immediately upon delivery of written notice to the affected party; and you and each Owner agree that such person shall comply with any covenant as so modified. You and each Owner expressly agree that the existence of any claims you may have against Franchisor, whether or not arising from this Agreement, shall not constitute a defense to Franchisor's enforcement of the covenants in this Article 15. You agree to pay all costs and expenses (including reasonable attorneys' fees) incurred by Franchisor in connection with the enforcement of this Article 15.

15.4. Covenants from Individuals. You shall ensure that each individual who attends Franchisor's training program sign a confidentiality and non-competition agreement substantially in the form attached as Attachment D to this Agreement.

15.5. Irreparable Injury. You acknowledge that your violation of any covenant of this Article 15 would result in irreparable injury to Franchisor for which no adequate remedy at law may be available, and you consent to the issuance of, and agree to pay all court costs and reasonable attorneys' fees incurred by Franchisor in obtaining, without the posting of any bond, an ex parte or other order for injunctive or other legal or equitable relief with respect to such conduct or action.

## ARTICLE 16 REPRESENTATIONS

16.1. Franchisee Representations.

16.1.1. You represent to Franchisor that the information set forth in Attachment B is accurate and complete in all material respects. You must notify Franchisor in writing within 10 days of any change in the information set forth in Attachment B. You further represent to Franchisor that **(a)** you are duly organized and validly existing under the law of the state of your formation; **(b)** you are duly qualified and authorized to do business in each jurisdiction in which your business activities or the nature of the properties you own require such qualification; and **(c)** your organizational and governing document will at all times provide that your activities are confined exclusively to the operation of the Franchised Business. You represent that neither you nor any of your Affiliates or Owners own, operate or have any financial or beneficial interest in any business that is the same as or similar to MAKE YOUR DOG EPIC DOG TRAINING ACADEMY business; and the execution of this Agreement and the performance of the transactions contemplated by this Agreement are within your corporate power or, if you are a partnership or a limited liability company, are permitted under your written partnership or limited liability company agreement and have been duly authorized.

16.2.2. You acknowledge that you have conducted an independent investigation of the MAKE YOUR DOG EPIC DOG TRAINING ACADEMY franchise opportunity and recognize that the business venture contemplated by this Agreement involves business risks and that its success will be largely dependent on your ability as an independent businessperson.

16.2.3. You represent to Franchisor that, except for representations contained in Item 19 of the Franchisor's franchise disclosure document provided to you in conjunction with this franchise offering, you represent that neither Franchisor nor its agents or representatives have made any representations, and you have not relied on representations made by Franchisor or its agents or representatives, concerning actual or potential Gross Revenue, expenses or profit of a MAKE YOUR DOG EPIC DOG TRAINING ACADEMY Franchised Business.

16.2.4. You acknowledge that you have received a complete copy of Franchisor's franchise disclosure document at least 14 calendar days before you signed this Agreement or paid any consideration to Franchisor for your franchise rights.

16.2.5. You acknowledge that you have read and that you understand the terms of this Agreement and its attachments, and that you have had ample time and opportunity to consult with an attorney of your choice about the potential risks and benefits of entering into this Agreement.

## ARTICLE 17 NOTICES

17.1. Notices. All notices or demands shall be in writing and shall be served in person, by Express Mail, by certified mail; by private overnight delivery; or by electronic mail. Service shall be deemed conclusively made **(a)** at the time of service, if personally served; **(b)** 24 hours (exclusive of weekends

and national holidays) after deposit in the United States mail, properly addressed and postage prepaid, if served by Express Mail; **(c)** upon the earlier of actual receipt or three calendar days after deposit in the United States mail, properly addressed and postage prepaid, return receipt requested, if served by certified mail; **(d)** 24 hours after delivery by the party giving the notice, statement or demand if by private overnight delivery; and **(e)** at the time of e-mail delivery, if such transmission occurs prior to 5:00 p.m. on a Business Day. Notices shall be given to the respective parties at the addresses set forth on the Summary Pages, unless and until a different address has been designated by written notice to the other party. Either party may change its address for the purpose of receiving notices by providing a written notice given in the manner aforesaid to the other party.

## **ARTICLE 18 CONSTRUCTION**

18.1. **Entire Agreement.** This Agreement and its attachments represent the entire fully integrated agreement between the parties and supersede all other agreements, oral or written. Notwithstanding the foregoing, nothing in this Agreement disclaims or requires you to waive reliance on any representation that Franchisor made in the franchise disclosure document (including its exhibits and amendments) that Franchisor delivered to you in connection with this franchise offering. Except for those changes permitted to be made unilaterally by Franchisor hereunder, no modification to this Agreement shall be binding on either party unless memorialized in a writing signed by both parties.

18.2. **No Waiver.** No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless the same is made in writing and signed by the party to be charged therewith.

18.3. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

18.4. **Survival of Terms.** Any provision or covenant of this Agreement which expressly or by its nature imposes obligations beyond the expiration or termination of this Agreement shall survive such expiration or termination.

18.5. **Definitions and Captions.** Unless otherwise defined in this body of this Agreement, capitalized terms shall have the meaning ascribed to them in Attachment A ("**Glossary of Additional Terms**"). All captions in this Agreement are intended for the convenience of the parties, and none shall be deemed to affect the meaning or construction of any provision of this Agreement.

18.6. **Persons Bound.** This Agreement shall be binding on the parties and their respective successors and assigns. Each Owner shall execute the Personal Guaranty and Undertaking attached as Attachment C. Failure or refusal to do so shall constitute a breach of this Agreement. You and each Owner shall be jointly and severally liable for each person's obligations hereunder and under the Personal Guaranty and Undertaking.

18.7. **Rules of Construction.** Neither this Agreement nor any uncertainty or ambiguity in this Agreement shall be construed or resolved against the drafter of this Agreement, whether under any rule of construction or otherwise. Terms used in this Agreement shall be construed and interpreted according to their ordinary meaning. If any provision of this Agreement is susceptible to two or more meanings, one of which would render the provision enforceable and the other(s) which would render the provision unenforceable, the provision shall be given the meaning that renders it enforceable.

18.8. **Timing.** Time is of the essence with respect to all provisions in this Agreement. Notwithstanding the foregoing, if performance of either party is delayed on account of a Force Majeure, the applicable deadline for performance shall be extended for a period commensurate with the Force Majeure, but not to exceed 12 months.

18.9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement.

## **ARTICLE 19 APPLICABLE LAW; DISPUTE RESOLUTION**

19.1 Choice of Law. This Agreement and all claims arising out of or related to this Agreement or the parties' relationship created hereby shall be construed under and governed by the laws of the State of Oklahoma, without giving effect to any conflict of laws.

19.2 Mediation. The parties acknowledge that during the term and any extensions of this Agreement certain disputes may arise that the parties are unable to resolve, but that may be resolvable through mediation. To facilitate such resolution, you and Franchisor, and their respective Affiliates and Owners, agree to submit to mediation any claim, controversy or dispute between any of them including, without limitation, claims arising out of or related to (a) this Agreement or any other agreement between Franchisor and you, (b) Franchisor's relationship with you, or (c) the validity of this Agreement or any other agreement between Franchisor and you, before bringing such claim, controversy or dispute in a court or before any other tribunal. Provided, however, that Franchisor's obligation to mediate shall not apply to any claims for payments owed under this Agreement or claims for injunctive relief pursuant to Section 19.5., below. The mediation shall be conducted by a mediator agreed upon by Franchisor and you and, failing such agreement within not more than 15 days after either party has notified the other of its desire to seek mediation, by the American Arbitration Association or any successor organization ("AAA") in accordance with its rules governing mediation. Mediation shall be held at the offices of the AAA in the city in which Franchisor maintains its principal business address at the time of mediation. The costs and expenses of mediation, including the compensation and expenses of the mediator (but excluding attorneys' fees incurred by either party), shall be borne by the parties equally. The parties agree that statements made during such mediation proceeding will not be admissible for any purpose in any subsequent legal proceeding.

19.3. Venue. Any action brought by either party against the other in any court, whether federal or state, shall be brought and maintained exclusively in the state or federal court serving the judicial district in which Franchisor maintains its principal place of business at the time the action is initiated, and the parties hereby waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision. Notwithstanding the foregoing, Franchisor shall have the right to seek injunctive relief from any court of competent jurisdiction.

19.3. Contractual Limitations Period. No legal action or proceeding may be brought against Franchisor or its officers, directors, agents, or employees, for any claim or cause of action (whether sounding in contract, tort, or otherwise) unless such action or proceeding is instituted within two years and one day from the date the claim or cause of action accrued. This provision is intended to shorten any applicable statute of limitations to the extent permitted by law.

19.4. WAIVER OF JURY TRIAL. FRANCHISOR AND YOU IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF THEM AGAINST THE OTHER, WHETHER OR NOT THERE ARE OTHER PARTIES IN SUCH ACTION OR PROCEEDING.

19.5. WAIVER OF STATUTORY DAMAGES. THE PARTIES HEREBY WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM OF ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER AND AGREE THAT IN THE EVENT OF A DISPUTE BETWEEN THEM EACH SHALL BE LIMITED TO THE RECOVERY OF ANY ACTUAL DAMAGES SUSTAINED BY IT.

19.6. Non-exclusivity of Remedy. No right or remedy conferred upon or reserved to Franchisor or you

by this Agreement is intended to be, nor shall be deemed, exclusive of any other right or remedy in this Agreement or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy.

**INTENDING TO BE LEGALLY BOUND**, the parties have executed this Agreement on the dates noted below, but effective for all purposes as of the Effective Date.

**FRANCHISOR**

**FRANCHISEE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**MAKE YOUR DOG EPIC DOG TRAINING ACADEMY FRANCHISING, LLC  
FRANCHISE AGREEMENT**

**ATTACHMENT A**

**GLOSSARY OF ADDITIONAL TERMS**

“**Account**” means your commercial bank operating account.

“**Affiliate**” means an affiliate of a named person identified as any person or entity that is controlled by, controlling or under common control with such named person.

“**Agreement**” means the Franchise Agreement.

“**Business Day**” means each day other than a weekend, Sunday, U.S. holiday or any other day on which the Federal Reserve is not open for business in the United States.

“**Business Entity**” means any person with the power to enter into contracts, other than a natural person. The term includes a corporation, limited liability company, limited partnership, and trust.

“**Competitive Business**” means any business providing dog training services.

“**Confidential Information**” means all Customer Information; all information contained in the Manual; Franchisor’s proprietary training programs; financial information; marketing data; vendor and supplier information; all other knowledge, trade secrets, or know-how concerning the methods of operation of the Franchised Business which may be communicated to you, or of which you may be apprised, by virtue of their operation under the terms of the Franchise Agreement, and all other information that Franchisor designates as Confidential Information.

“**Consumer Price Index**” means the Consumer Price Index (CPI) for Urban Wage Earners and Clerical Workers as published by the U.S. Bureau of Labor Statistics.

“**Copyrighted Works**” means works of authorship owned by Franchisor or its affiliate and fixed in a tangible medium of expression including, without limitation, the content and design of the Manual, the design elements of the Marks, the training methods, training guides, training instruction, books and brain exercises, supplemental worksheets and other printed materials, the design and content of advertising and promotional materials, and the content and design of the website.

“**Force Majeure**” means acts of God (such as tornadoes, earthquakes, hurricanes, floods, fire or other natural catastrophe); strikes, lockouts or other industrial disturbances; war, terrorist acts, riot or other civil disturbance; epidemics; or other similar forces which could not, by the exercise of reasonable diligence, have been avoided; provided, however, that neither an act or failure to act by a government authority, nor the performance, nonperformance, or exercise of rights by your lender, contractor, or other person qualifies as a Force Majeure unless the act, failure to act, performance, non-performance, or exercise of rights resulted from a Force Majeure. Your financial inability to perform or your insolvency is not a Force Majeure.

“**Manual**” means the compilation of information and knowledge that is necessary and material to the System. The term Manual, as used in this Agreement, includes all publications, materials, drawings, memoranda, videotapes, CDs, DVDs, MP3s, and other electronic media that Franchisor from time to time may loan to you. The Manual may be supplemented or amended from time to time by letter, electronic mail, bulletin, videotape, CD, DVD, MP3, or other communications concerning the System to reflect changes in the image, specifications, and standards relating to developing, equipping, furnishing, and operating a MAKE YOUR DOG EPIC DOG TRAINING ACADEMY Franchised Business.

“**Marks**” means certain trade names, service marks, trademarks, logos, emblems, and indicia of origin,

including, but not limited, to the mark “MAKE YOUR DOG EPIC DOG TRAINING ACADEMY” and such other trade names, service marks, and trademarks as are now designated and may hereafter be designated by Franchisor in writing for use in connection with the System.

“**Gross Revenue**” means all sales normally attributable to the operation of the Franchised Business. “Gross Revenue” are deemed to occur at the time of sale, regardless of collection or timing of payment. If the sale is made in a barter exchange, “Gross Revenue” means the price you normally charge for the products or services provided in the barter exchange. “Gross Revenue” does not include amounts charged as sales tax, if those amounts ultimately are remitted to the appropriate taxing authorities.

“**Key Person**” means an individual whom you have designated to serve as your Key Person and whom Franchisor has approved as meeting its requirements for the position of Key Person, who has full control over the day-to-day management and operations of the Franchised Business.

“**Owner**” means each individual or entity holding a beneficial ownership in the franchisee. It includes all shareholders of a corporation, all members of a limited liability company, all general and limited partners of a limited partnership, and the grantor and the trustee of the trust.

“**Reputational Event**” means any event or factor that could negatively impact you, the Franchised Business, or the MAKE YOUR DOG EPIC DOG TRAINING ACADEMY brand in the eyes of customers or third parties. It includes casualties, serious injuries, criminal accusations, scandals, or any other type of adverse publicity.

**ATTACHMENT B**  
**ENTITY INFORMATION**

If the franchisee is a business entity, you represent and warrant that the following information is accurate and complete in all material respects as of \_\_\_\_\_, 20\_\_\_\_.

(1) Franchisee is a \_\_\_\_\_, formed under the laws of the State of \_\_\_\_\_.

(2) You shall provide to Franchisor concurrently with the execution hereof true and accurate copies of the franchisee's charter documents and governing documents including Articles of Incorporation, Bylaws, Operating Agreement, Partnership Agreement, resolutions authorizing the execution hereof, and any amendments to the foregoing.

(3) You promptly shall provide such additional information as Franchisor may from time to time request concerning all persons who may have any direct or indirect financial interest in the franchisee entity.

(4) The name and address of each of Owner:

NAME	ADDRESS	NUMBER OF SHARES OR PERCENTAGE INTEREST
_____	_____	_____
_____	_____	_____
_____	_____	_____

**FRANCHISOR**

**FRANCHISEE**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## ATTACHMENT C

### PERSONAL GUARANTY AND UNDERTAKING

1. I have read the Franchise Agreement between MAKE YOUR DOG EPIC DOG TRAINING ACADEMY FRANCHISING, LLC and \_\_\_\_\_ (“**Franchisee**”) (the “**Franchise Agreement**”). Capitalized terms have the meanings ascribed to them in the Franchise Agreement.
2. I own a beneficial interest in the Franchisee, and would be considered an “**Owner**” within the definition contained in the Franchise Agreement.
3. I understand that, were it not for this Personal Guaranty and Undertaking (the “**Guaranty**”), Franchisor would not have agreed to enter into the Franchise Agreement with the Franchisee.
4. I will comply with of the provisions contained in Article 7 of the Franchise Agreement concerning the Franchisee’s use of Franchisor’s Marks and Copyrighted Works (as each term is defined in the Franchise Agreement). I understand that, except for the license granted to the Franchisee, I have no individual right to use the Marks or Copyrighted Works and I have no ownership interest in the Marks or Copyrighted Works.
5. I will comply with all of the provisions contained in Article 8 of the Franchise Agreement concerning the use of the Confidential Information. I will maintain the confidentiality of all Confidential Information disclosed to me. I agree to use the Confidential Information only for the purposes authorized under the Franchise Agreement. I further agree not to disclose any of the Confidential Information, except **(a)** to the Franchisee’s employees on a need to know basis, **(b)** to the Franchisee’s and my legal and tax professionals to the extent necessary for me to meet my legal obligations, and **(c)** as otherwise may be required by law.
6. I will comply with all of the provisions contained in Article 12 of the Franchise Agreement concerning the transfer of my ownership interest in the Franchisee.
7. While I am an Owner of the Franchisee and, for a two-year period after I cease to be an Owner (or two years after termination or expiration (without renewal) of the Franchise Agreement, whichever occurs first), I will not:
  - (a) Divert or attempt to divert any present or prospective customer of the MAKE YOUR DOG EPIC DOG TRAINING ACADEMY franchised business to any competitor, by direct or indirect inducement or otherwise, provide dog training services to any customer or former customer of the Franchised Business, or do anything to harm the goodwill associated with the Marks and the System;
  - (b) Employ or seek to employ any person who is or has been within the previous 30 days employed by Franchisor or an Affiliate of Franchisor as a salaried managerial employee, or induce such person to leave his or her employment; or
  - (c) Own, maintain, advise, operate, engage in, be employed by, make loans to, invest in, provide any assistance to, or have any interest in (as owner or otherwise) or relationship or association with, any business that provides dog training services other than a MAKE YOUR DOG EPIC DOG TRAINING ACADEMY franchised business operated pursuant to a then-currently effective franchise agreement. This restriction shall apply, while I am an Owner, to any location within the United States, its territories or commonwealths, or any other country, province, state or geographic area in which Franchisor or its Affiliates have used, sought registration of or registered the Marks or similar marks or operate or license others to operate a business under the Marks or similar marks. It will apply for two years after I cease to be an Owner (or two years after termination or expiration of the Franchise Agreement, whichever occurs first) to any location that **(i)** is, or is intended to be, located in the Service Area, or within 20 miles of the perimeter of the Service Area; or **(ii)** within the Service Area or within 20 miles of the perimeter of the Service Area of any other MAKE YOUR DOG EPIC DOG TRAINING ACADEMY business in existence or under development at the time I cease being an Owner (or

termination or expiration of the Franchise Agreement, whichever occurs first). This restriction will be tolled during any period of my noncompliance.

8. I agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Guaranty. If all or any portion of a covenant in this Guaranty is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an un-appealed final decision to which Franchisor is a party, I expressly agree to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Guaranty.

9. I understand and acknowledge that Franchisor shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in this Guaranty, or any portion thereof, without my consent, effective immediately upon receipt by me of written notice thereof, and I agree to comply forthwith with any covenant as so modified.

10. I hereby guarantee the prompt and full payment of all amounts owed by the Franchisee under the Franchise Agreement. I will pay all amounts due under this Guaranty within 14 days after receiving notice from Franchisor that the Franchisee has failed to make the required payment. I understand and agree that Franchisor need not exhaust its remedies against the Franchisee before seeking recovery from me under this Guaranty.

11. I agree that the provisions contained in Article 19 of the Franchise Agreement will apply to any dispute arising out of or relating to this Guaranty. If Franchisor brings any legal action to enforce its rights under this Guaranty, I will reimburse Franchisor its reasonable attorneys' fees and costs.

12. I hereby guarantee the prompt and full payment of all amounts owed by the Franchisee under the Franchise Agreement, including liquidated damages due on account of the premature termination of the Franchise Agreement or early closure of the franchise.

12. No modification, change, impairment, or suspension of any of Franchisor's rights or remedies shall in any way affect any of my obligations under this Guaranty. If the Franchisee has pledged other security or if one or more other persons have personally guaranteed performance of the Franchisee's obligations, I agree that Franchisor's release of such security will not affect my liability under this Guaranty.

13. I hereby waive **(a)** all rights described in California Civil Code Section 2856(a)(1)-(2), inclusive, which includes, without limitation, any rights and defenses which are or may become available to the undersigned by reason of California Civil Code Sections 2787 to 2855, inclusive; and **(b)** California Civil Code Sections 2899 and 3433.

14. **I WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, INVOLVING FRANCHISOR, WHICH ARISES OUT OF OR IS RELATED IN ANY WAY TO THE FRANCHISE AGREEMENT, THE PERFORMANCE OF ANY PARTY UNDER THE FRANCHISE AGREEMENT, AND/OR THE OFFER OR GRANT OF THE FRANCHISE.**

15. I understand that Franchisor's rights under this Guaranty shall be in addition to, and not in lieu of, any other rights or remedies available to Franchisor under applicable law.

16. I agree that any notices required to be delivered to me will be deemed delivered at the time delivered by hand; one Business Day after electronically confirmed transmission by facsimile or other electronic system; one Business Day after delivery by Express Mail or other recognized, reputable overnight courier; or five Business Days after placement in the United States Mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid and addressed to the address identified on the signature line below. I may change this address only by delivering to Franchisor written notice of the change.

Intending to be legally bound, I have executed this Personal Guaranty and Undertaking on the date set forth below:

**GUARANTOR**

Dated: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Fax: \_\_\_\_\_

**ATTACHMENT D**  
**CONFIDENTIALITY AND NON-COMPETITION AGREEMENT**  
**(for trained employees of Franchisee)**

In accordance with the terms of this Confidentiality and Non-Competition Agreement (“**Confidentiality Agreement**”) and in consideration of my being in a trusted position with \_\_\_\_\_ (the “**Franchisee**”), and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby acknowledge and agree that:

1. \_\_\_\_\_ (the “**Franchisee**”), has acquired the right and franchise from MAKE YOUR DOG EPIC DOG TRAINING ACADEMY FRANCHISING, LLC. (“**Franchisor**”) to establish and operate a dog training business (the “**Franchised Business**”) and the right to use in the operation of the Franchised Business Franchisor’s trade names, trademarks, service marks, including the service mark MAKE YOUR DOG EPIC DOG TRAINING ACADEMY (the “**Marks**”) and the system developed by Franchisor and/or its affiliates for operation and management of Franchised Businesses (the “**System**”), as they may be changed, improved, and further developed from time to time in Franchisor’s sole discretion.

2. Franchisor possesses certain proprietary and confidential information relating to the operation of the System, which includes information concerning customers of the Franchised Business, all information contained in the Manual, Franchisor’s standards and specifications for all services and products offered by the Franchised Business, and all other knowledge, trade secrets, and know-how concerning the methods of operation of the Franchised Business (the “**Confidential Information**”).

3. Any and all Manual, trade secrets, copyrighted materials, methods, information, knowledge, know-how, and techniques which Franchisor specifically designates as confidential shall be deemed to be Confidential Information for purposes of this Confidentiality Agreement.

4. As \_\_\_\_\_ of the Franchisee, Franchisor and Franchisee will disclose the Confidential Information to me in furnishing to me the training program and subsequent ongoing training, Franchisor’s operations manual (the “**Manual**”) and other general assistance during the term of this Confidentiality Agreement.

5. I will not acquire any interest in the Confidential Information, other than the right to utilize it in the operation of the Franchised Business during the term hereof, and the use or duplication of the Confidential Information for any use outside the System would constitute an unfair method of competition.

6. The Confidential Information is proprietary, involves trade secrets of Franchisor, and is disclosed to me solely on the condition that I agree, and I do hereby agree, that I shall hold in strict confidence all Confidential Information and all other information designated by Franchisor as confidential. Unless Franchisor otherwise agrees in writing, I will disclose and/or use the Confidential Information only in connection with my position with Franchisee, and will continue not to disclose any such information even after I cease to be in that position and will not use any such information even after I cease to be in that position unless I can demonstrate that such information has become generally known or easily accessible other than by the breach of an obligation of Franchisee under the Franchise Agreement.

7. Except as otherwise approved in writing by Franchisor, I shall not, while in my position with the Franchisee and for a continuous uninterrupted period commencing upon the cessation or termination of my position with Franchisee, regardless of the cause for termination, and continuing for a two (2) year period thereafter, either directly or indirectly, for myself or through, on behalf of, or in conjunction with any other person, partnership, corporation, or other limited liability company:

- (a) Divert or attempt to divert any present or prospective customer of the MAKE YOUR

DOG EPIC DOG TRAINING ACADEMY Franchised Business to any competitor, by direct or indirect inducement or otherwise, provide dog training services to any customer or former customer of the Franchised Business, or do anything to harm the goodwill associated with the Marks and the System, or

(b) Own, maintain, engage in, be employed by, advise, assist, invest in, franchise, make loans to, or have any interest in any business providing dog training services within the Service Area, or within 20 miles of the perimeter of the Service Area, of any MAKE YOUR DOG EPIC DOG TRAINING ACADEMY business, as that term is defined in the Franchise Agreement. This restriction does not apply to my ownership of less than five percent beneficial interest in the outstanding securities of any publicly-held corporation.

8. I agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Confidentiality Agreement. If all or any portion of a covenant in this Confidentiality Agreement is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an un-appealed final decision to which Franchisor is a party, I expressly agree to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Confidentiality Agreement.

9. I understand and acknowledge that Franchisor shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in this Confidentiality Agreement, or any portion thereof, without my consent, effective immediately upon receipt by me of written notice thereof, and I agree to comply forthwith with any covenant as so modified.

10. Franchisor is a third-party beneficiary of this Confidentiality Agreement and may enforce it, solely and/or jointly with the Franchisee. I am aware that my violation of this Confidentiality Agreement will cause Franchisor and the Franchisee irreparable harm; therefore, I acknowledge and agree that the Franchisee and/or Franchisor may apply for the issuance of an injunction preventing me from violating this Confidentiality Agreement, and I agree to pay the Franchisee and Franchisor all the costs it/they incur(s), including, without limitation, legal fees and expenses, if this Confidentiality Agreement is enforced against me. Due to the importance of this Confidentiality Agreement to the Franchisee and Franchisor, any claim I have against the Franchisee or Franchisor is a separate matter and does not entitle me to violate, or justify any violation of this Confidentiality Agreement.

11. This Confidentiality Agreement shall be construed under the laws of the State of Oklahoma. The only way this Confidentiality Agreement can be changed is in writing signed by both the Franchisee and me.

12. With respect to all claims, controversies and disputes, I irrevocably consent to personal jurisdiction and submit myself to the jurisdiction of the state courts located in county in which Franchisor maintains its principal place of business. I hereby irrevocably consent to the personal jurisdiction of the state and federal courts located in the county in which Franchisor maintains its principal place of business as set forth above. Notwithstanding the foregoing, I acknowledge and agree that Franchisor or the Franchisee may bring and maintain an action against me in any court of competent jurisdiction for injunctive or other extraordinary relief against threatened conduct that will cause it loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary and permanent injunctions.

THE PARTIES HERETO, INTENDING TO BE LEGALLY BOUND, HAVE EXECUTED THIS CONFIDENTIALITY AGREEMENT AS OF THE DATES NOTED BELOW.

**[EMPLOYEE]**

**ACKNOWLEDGED BY FRANCHISEE**

Signature: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT E**  
**ACH AUTHORIZATION**  
**AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS (ACH DEBITS)**

**(a) Franchisee Information**

Franchisee Name or Legal Entity \_\_\_\_\_  
Address \_\_\_\_\_  
Name and Email of Person to Receive ACH Debit Advice \_\_\_\_\_

I hereby authorize MAKE YOUR DOG EPIC DOG TRAINING ACADEMY FRANCHISING, LLC (“Company”) to make ACH withdrawals from my account at the financial institution named below. I also authorize the Company to initiate direct deposits into this account in the event that a debit entry is made in error. I acknowledge that the origination of ACH transactions to or from my account must comply with the provisions of U.S. law.

I agree to indemnify the Company for any loss arising in the event that any withdrawals from my account shall be dishonored, whether with or without cause and whether intentionally or inadvertently.

This agreement will remain in effect until the Company has received advanced written notice of cancellation from me in such time and in such manner as to afford the Company a reasonable opportunity to act on it, and in no event shall such notice period be less than thirty (30) days.

**Name of Financial Institution:**

**ABA Routing Number:**

**Account Number:**

Checking

Savings

**Authorized Signature:**

**Date:**

Account holder(s), please sign here:

Please attach a voided check and provide to:  
MAKE YOUR DOG EPIC DOG TRAINING ACADEMY FRANCHISING, LLC,  
Attn: President

ATTACH CHECK HERE

**ATTACHMENT F**  
**FRANCHISEE QUESTIONNAIRE**

Please review each of the following questions carefully and provide honest responses to each question. If you answer “No” to any of the questions below, please explain your answer below.

Federal and state franchise sales laws prohibit us or any of our employees or agents from providing you information about the actual or potential financial performance of our franchise and company-owned businesses unless the information is included in Item 19 of our franchise disclosure document.

Therefore, it is important for us know whether anyone acting on our behalf provided you financial performance information other than the information contained in Item 19 of our franchise disclosure document and, if so, whether you are relying on this information in making your purchase decision.

Therefore, please tell us:

1. Did anyone acting on our behalf provide you financial performance information other than the information contained in Item 19 of our franchise disclosure document? Yes \_\_\_\_ No \_\_\_\_
2. If you answered “yes” to the above,
  - a. Please provide the name of the person providing this information (if you don’t remember, it’s okay to state that you don’t remember): \_\_\_\_\_
  - b. Please describe in general terms of the nature of this information: \_\_\_\_\_

Please understand that we are relying on the truthfulness and completeness of your responses in connection with granting you a franchise. Thank you.

**FRANCHISEE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**ATTACHMENT G**  
**STATE SPECIFIC ADDENDA TO THE FRANCHISE AGREEMENT**

**RIDER TO THE MAKE YOUR DOG EPIC DOG TRAINING ACADEMY FRANCHISING, LLC,  
FRANCHISE AGREEMENT FOR USE IN CALIFORNIA**

For purposes of complying with the requirements of California law, including the California Franchise Investment Law, MAKE YOUR DOG EPIC DOG TRAINING ACADEMY FRANCHISING, LLC, (“**Franchisor**”) and \_\_\_\_\_ (“**Franchisee**”), hereby amend the Franchise Agreement between them dated \_\_\_\_\_ (the “**Franchise Agreement**”) as follows:

1. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.
2. For franchisees operating outlets located in California, the California Franchise Investment Law and the California Franchise Relations Act will apply regardless of the choice of law or dispute resolution venue stated elsewhere. Any language in the Franchise Agreement or any amendment thereto or any agreement to the contrary is superseded by this condition.
3. The franchise agreement contains a covenant not to compete which extends beyond the termination of the franchise. A contract that restrains a former franchisee from engaging in a lawful trade or business is to that extent void under California Business and Professions Code Section 16600.

IN WITNESS WHEREOF, the parties have executed and delivered this Amendment, intending for it be effective on the “Effective Date” identified in the Franchise Agreement.

**FRANCHISOR:**  
**MAKE YOUR DOG EPIC DOG  
TRAINING ACADEMY FRANCHISING,  
LLC**, a Texas limited liability company

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**FRANCHISEE  
(IF CORPORATION, LIMITED LIABILITY  
COMPANY OR PARTNERSHIP):**

\_\_\_\_\_  
[Name]

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**(IF INDIVIDUAL):**

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Print Name]

**RIDER TO THE MAKE YOUR DOG EPIC DOG TRAINING ACADEMY FRANCHISING, LLC,  
FRANCHISE AGREEMENT FOR USE IN HAWAII**

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, the parties have executed and delivered this Rider effective on the date stated on the first page above.

**FRANCHISOR:**

**MAKE YOUR DOG EPIC DOG  
TRAINING ACADEMY FRANCHISING,  
LLC, a Texas limited liability company**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**FRANCHISEE**

**(IF CORPORATION, LIMITED LIABILITY  
COMPANY OR PARTNERSHIP):**

\_\_\_\_\_  
[Name]

By: \_\_\_\_\_

Title: \_\_\_\_\_

**(IF INDIVIDUAL):**

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Print Name]

**RIDER TO THE MAKE YOUR DOG EPIC DOG TRAINING ACADEMY FRANCHISING, LLC,  
FRANCHISE AGREEMENT FOR USE IN ILLINOIS**

Illinois law governs the Franchise Agreement.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Your rights upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, the parties have executed and delivered this Rider effective on the date stated on the first page above.

**FRANCHISOR:**

**MAKE YOUR DOG EPIC DOG  
TRAINING ACADEMY FRANCHISING,  
LLC**, a Texas limited liability company

By: \_\_\_\_\_

Title: \_\_\_\_\_

**FRANCHISEE**

**(IF CORPORATION, LIMITED LIABILITY  
COMPANY OR PARTNERSHIP):**

\_\_\_\_\_  
[Name]

By: \_\_\_\_\_

Title: \_\_\_\_\_

**(IF INDIVIDUAL):**

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Print Name]

**RIDER TO THE MAKE YOUR DOG EPIC DOG TRAINING ACADEMY FRANCHISING, LLC,  
FRANCHISE AGREEMENT FOR USE IN MARYLAND**

Sections 2.2. and 9.2 of the Franchise Agreement are modified as follows:

A general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. § 101 et seq.).

This Franchise Agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

Section 15.2. of the Franchise Agreement (“No Representations; No Reliance”) is deleted in its entirety.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, the parties have executed and delivered this Rider effective on the date stated on the first page above.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

**FRANCHISOR:**

**MAKE YOUR DOG EPIC DOG  
TRAINING ACADEMY FRANCHISING,  
LLC**, a Texas limited liability company

By: \_\_\_\_\_

Title: \_\_\_\_\_

**FRANCHISEE**

**(IF CORPORATION, LIMITED LIABILITY  
COMPANY OR PARTNERSHIP):**

\_\_\_\_\_  
[Name]

By: \_\_\_\_\_

Title: \_\_\_\_\_

**(IF INDIVIDUAL):**

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Print Name]

**RIDER TO THE MAKE YOUR DOG EPIC DOG TRAINING ACADEMY FRANCHISING, LLC,  
FRANCHISE AGREEMENT FOR USE IN MINNESOTA**

**This Rider** (the “**Rider**”) is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the “**Agreement Date**”), between **MAKE YOUR DOG EPIC DOG TRAINING ACADEMY FRANCHISING, LLC**, , a Texas limited liability company, with its principal mailing address at 3920 W. 91st St., Tulsa, OK 74132(“**Franchisor**”), and \_\_\_\_\_, whose principal business address is \_\_\_\_\_ (“**Franchisee**”).

1. **Background.** Franchisor and Franchisee are parties to that certain Franchise Agreement that has been signed concurrently with the signing of this Rider (the “**Franchise Agreement**”). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) the **MAKE YOUR DOG EPIC DOG TRAINING ACADEMY FRANCHISE, LLC** franchise that Franchisee will operate under the Franchise Agreement will be located in **Minnesota**; and/or (b) any of the franchise offering or sales activity with respect to the Franchise Agreement occurred in **Minnesota**.

2. **Minnesota Law.** The following paragraphs are added to the end of the Franchise Agreement:

With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that (1) a franchisee be given 90 days’ notice of termination (with 60 days to cure) and 180 days’ notice for non-renewal of the Agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

To the extent that any condition, stipulation, or provision contained in the Franchise Agreement (including any choice of law provision) purports to require any person who, at the time of acquiring a franchise is a resident of Minnesota, or, in the case of a partnership or corporation, organized or incorporated under the laws of Minnesota, or purporting to bind a person acquiring any franchise to be operated in Minnesota, to waive compliance with the Minnesota Franchises Law, such condition, stipulation, or provision may be void and unenforceable under the non-waiver provision of the Minnesota Franchises Law.

Minnesota Statutes, Section 80C.21 and Minnesota Rule 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce any of franchisee’s rights as provided for in Minnesota Statutes, Chapter 80C, or franchisee’s rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

Minnesota Rule 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5

[THE NEXT PAGE IS THE SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties have executed and delivered this Rider effective on the date stated on the first page above.

**FRANCHISOR:**  
**MAKE YOUR DOG EPIC DOG TRAINING ACADEMY FRANCHISING, LLC, a Texas limited liability company**

**FRANCHISEE**  
**(IF CORPORATION, LIMITED LIABILITY COMPANY OR PARTNERSHIP):**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
[Name]  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
**(IF INDIVIDUALS):**

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Print Name]

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Print Name]

**RIDER TO THE MAKE YOUR DOG EPIC DOG TRAINING ACADEMY FRANCHISING, LLC,  
FRANCHISE AGREEMENT FOR USE IN NORTH DAKOTA**

In recognition of the requirements of the North Dakota law, including the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51 19 01 through 51 19 17, and the policies of the office of the State of North Dakota Securities Commission, MAKE YOUR DOG EPIC DOG TRAINING ACADEMY FRANCHISING, LLC, (“**Franchisor**”) and \_\_\_\_\_ (“**Franchisee**”), hereby amend the Franchise Agreement between them dated \_\_\_\_\_ (the “**Franchise Agreement**”) as follows:

1. The following provision is added to the end of the Franchise Agreement as new Article 15:
  - A. Restrictive Covenants: All covenants restricting competition are subject to Section 9-08-06, N.D.C.C. which currently provides that a contract by which anyone is restrained from exercising a lawful profession, trade, or business of any kind is to that extent void, with limited exceptions.
  - B. Situs of Arbitration Proceedings: Any provision requiring that the parties agree to mediate or arbitrate disputes at a location that is remote from the site of the franchisee's business is void, subject to the possible application of the Federal Arbitration Act, 9 US Code §§1-14.
  - C. Restriction on Forum: Any provision requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota is void.
  - D. Liquidated Damages and Termination Penalties: Any provision requiring North Dakota franchisees to consent to liquidated damages or termination penalties is void.
  - E. Applicable Laws: Any provision specifying that the franchise agreement is to be governed by the laws of a state other than North Dakota is void to the extent that it would deprive Franchisee, if Franchisee is a North Dakota resident, of any substantive rights intended to be afforded to North Dakota residents.
  - F. Waiver of Trial by Jury: Any provision requiring North Dakota franchisees to consent to the waiver of a trial by jury is void.
  - G. Waiver of Exemplary and Punitive Damages: Any provision requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages is void.
  - H. General Release: Any provision requiring North Dakota franchisees to execute a general release of claims as a condition of renewal of a franchise is void.
2. This Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51 19 01 through 51 19 17 applicable to the provisions are met independently without reference to this Amendment.
3. All other provisions of the Franchise Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties have executed and delivered this Amendment, intending for it be effective on the “Effective Date” identified in the Franchise Agreement.

**FRANCHISOR:**  
**MAKE YOUR DOG EPIC DOG**  
**TRAINING ACADEMY FRANCHISING, LLC,**  
a Texas limited liability company

**FRANCHISEE**  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**RIDER TO THE MAKE YOUR DOG EPIC DOG TRAINING ACADEMY FRANCHISING, LLC,  
FRANCHISE AGREEMENT FOR USE IN SOUTH DAKOTA**

This Rider (the “Rider”) is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the “Agreement Date”), between MAKE YOUR DOG EPIC DOG TRAINING ACADEMY FRANCHISING, LLC, , a Texas limited liability company, with its principal mailing address at 3920 W. 91st St., Tulsa, OK 74132(“Franchisor”), and \_\_\_\_\_, whose principal business address is \_\_\_\_\_ (“Franchisee”).

1. **Background.** Franchisor and Franchisee are parties to that certain Franchise Agreement that has been signed concurrently with the signing of this Rider (the “Franchise Agreement”). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) the MAKE YOUR DOG EPIC DOG TRAINING ACADEMY FRANCHISE, LLC franchise that Franchisee will operate under the Franchise Agreement will be located in South Dakota; and/or (b) any of the franchise offering or sales activity with respect to the Franchise Agreement occurred in South Dakota.

IN WITNESS WHEREOF, the parties have executed and delivered this Rider effective on the date stated on the first page above.

**FRANCHISOR:**  
**MAKE YOUR DOG EPIC DOG  
TRAINING ACADEMY FRANCHISING,  
LLC, a Texas limited liability company**

**FRANCHISEE  
(IF CORPORATION, LIMITED LIABILITY  
COMPANY OR PARTNERSHIP):**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
[Name]

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**RIDER TO THE MAKE YOUR DOG EPIC DOG TRAINING ACADEMY FRANCHISING, LLC,  
FRANCHISE AGREEMENT FOR USE IN VIRGINIA**

This Rider (the “Rider”) is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the “Agreement Date”), between MAKE YOUR DOG EPIC DOG TRAINING ACADEMY FRANCHISING, LLC, , a Texas limited liability company, with its principal mailing address at 3920 W. 91st St., Tulsa, OK 74132(“Franchisor”), and \_\_\_\_\_, whose principal business address is \_\_\_\_\_ (“Franchisee”).

1. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.”

IN WITNESS WHEREOF, the parties have executed and delivered this Rider effective on the date stated on the first page above.

**FRANCHISOR:**  
**MAKE YOUR DOG EPIC DOG  
TRAINING ACADEMY FRANCHISING,  
LLC, a Texas limited liability company**

**FRANCHISEE  
(IF CORPORATION, LIMITED LIABILITY  
COMPANY OR PARTNERSHIP):**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
[Name]

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
**(IF INDIVIDUALS):**

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Print Name]

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Print Name]

**RIDER TO THE MAKE YOUR DOG EPIC DOG TRAINING ACADEMY FRANCHISING, LLC,  
FRANCHISE AGREEMENT FOR USE IN WASHINGTON**

**This Washington Addendum to the Franchise Agreement, and Related Agreements (“Addendum”)** is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the “**Agreement Date**”), between **MAKE YOUR DOG EPIC DOG TRAINING ACADEMY FRANCHISING, LLC**, , a Texas limited liability company, with its principal mailing address at 3920 W. 91st St., Tulsa, OK 74132 (“**Franchisor**”), and \_\_\_\_\_, whose principal business address is \_\_\_\_\_ (“**Franchisee**”).

1. **Background.** Franchisor and Franchisee are parties to that certain Franchise Agreement that has been signed concurrently with the signing of this Addendum (the “**Franchise Agreement**”). This Addendum is annexed to and forms part of the Franchise Agreement, and any agreement related to the Franchise Agreement. This Addendum is being signed because (a) the MAKE YOUR DOG EPIC DOG TRAINING ACADEMY FRANCHISE, LLC franchise that Franchisee will operate under the Franchise Agreement will be located in **Washington**; and/or (b) any of the franchise offering or sales activity with respect to the Franchise Agreement occurred in **Washington**.

2. **Washington Law.** The following paragraphs are added to the end of the Franchise Agreement:

The state of Washington has a statute, RCW 19.100.180 which may supersede the Franchise Agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the Franchise Agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

In the event of a conflict between the Washington Franchise Investment Protection Act (the “**Act**”) and the law chosen in the Franchise Agreement, the provisions of the Act, Chapter 19.100 RCW, shall prevail.

To the extent required by the Act, a release or waiver of rights executed by a Franchisee shall not include rights under the Act except when executed pursuant to a negotiated settlement after the Franchise Agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act, such as a right to a jury trial, may not be enforceable.

To the extent required by the Act, transfer fees are collectable to the extent that they reflect the Franchisor’s reasonable estimated or actual costs in effecting a transfer.

You have the right to terminate the Franchise Agreement on any grounds permitted by law.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee’s earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor’s

earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

3. Section 15.2. of the Franchise Agreement (“No Representations; No Reliance”) does not apply in Washington.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, the parties have executed and delivered this Addendum effective on the date stated on the first page above.

**FRANCHISOR:**  
**MAKE YOUR DOG EPIC DOG**  
**TRAINING ACADEMY FRANCHISING,**  
**LLC,**  
a Texas limited liability company

**FRANCHISEE**  
**(IF CORPORATION, LIMITED**  
**LIABILITY COMPANY OR**  
**PARTNERSHIP):**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
[Name]

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**(IF INDIVIDUALS):**

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Print Name]

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Print Name]

**EXHIBIT 5 TO  
MAKE YOUR DOG EPIC DOG TRAINING ACADEMY FRANCHISING, LLC  
FRANCHISE DISCLOSURE DOCUMENT  
FINANCIAL STATEMENTS**

# Make Your Dog Epic - Dog Training Academy Franchising

## Balance Sheet

As of September 9, 2024

	TOTAL
<b>ASSETS</b>	
Current Assets	
Bank Accounts	
Operating	630.00
<b>Total Bank Accounts</b>	<b>\$630.00</b>
<b>Total Current Assets</b>	<b>\$630.00</b>
<b>TOTAL ASSETS</b>	<b>\$630.00</b>
<b>LIABILITIES AND EQUITY</b>	
<b>Total Liabilities</b>	
Equity	
Partner Contributions	
HAC Franchising	50,000.00
<b>Total Partner Contributions</b>	<b>50,000.00</b>
Retained Earnings	
Net Income	-49,370.00
<b>Total Equity</b>	<b>\$630.00</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$630.00</b>

**EXHIBIT 6 TO  
MAKE YOUR DOG EPIC DOG TRAINING ACADEMY FRANCHISING, LLC  
FRANCHISE DISCLOSURE DOCUMENT  
GENERAL RELEASE  
(SAMPLE FORM ONLY)**

**GENERAL RELEASE**  
**(SAMPLE FORM ONLY)**

FRANCHISEE, hereby releases and discharges MAKE YOUR DOG EPIC DOG TRAINING ACADEMY FRANCHISING, LLC and its respective present and former officers, directors, shareholders, members, managers, and employees (in their individual and corporate capacities), and their respective heirs, successors, and assigns (collectively, the RELEASEES), from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims, and demands whatsoever, in law or equity, which FRANCHISEE has, had, or claims to have against the RELEASEES which arise out of or relate to the franchise agreements between RELEASOR and MAKE YOUR DOG EPIC DOG TRAINING ACADEMY FRANCHISING, LLC, including and the offer and sale of the Franchised Business including, without limitation, claims arising under federal, state, and local laws, rules, and ordinances.

If FRANCHISEE is domiciled or has his or her principal place of business in the State of California, then FRANCHISEE hereby expressly waives and relinquishes all rights and benefits under Section 1542 of the California Civil Code, which provides:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.”

**IN WITNESS WHEREOF**, the parties hereto have executed this Release Agreement as of the date set forth below.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

[This General Release will be modified as necessary for consistency with any state law regulating franchising.]

**EXHIBIT 7 TO  
MAKE YOUR DOG EPIC DOG TRAINING ACADEMY FRANCHISING, LLC  
FRANCHISE DISCLOSURE DOCUMENT  
LIST OF CURRENT AND FORMER FRANCHISEES**

**LIST OF FRANCHISEES**  
*As of December 31, 2023*

None.

**LIST OF FORMER FRANCHISEES**  
*As of December 31, 2023*

None.

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

**EXHIBIT 8 TO  
MAKE YOUR DOG EPIC DOG TRAINING ACADEMY FRANCHISING LLC  
FRANCHISE DISCLOSURE DOCUMENT  
STATE EFFECTIVE DATES**

### State Effective Dates

The following states have franchise laws that require 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 document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date state below:

<b>State</b>	<b>Effective Date</b>
California	
Hawaii	
Illinois	
Indiana	
Maryland	
Michigan	
Minnesota	
New York	
North Dakota	
Rhode Island	
South Dakota	
Virginia	
Washington	
Wisconsin	

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller- assisted marketing plans.

**EXHIBIT 9 TO  
MAKE YOUR DOG EPIC DOG TRAINING ACADEMY FRANCHISING, LLC  
FRANCHISE DISCLOSURE DOCUMENT  
RECEIPT**

**RECEIPT**

This disclosure document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If MAKE YOUR DOG EPIC DOG TRAINING ACADEMY FRANCHISING, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale, or sooner if required by applicable law.

Michigan law requires that we give you this disclosure document at least 10 business 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. New York requires that we give you this disclosure document at the earlier of the first personal meeting or 10 business 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.

If MAKE YOUR DOG EPIC DOG TRAINING ACADEMY FRANCHISING, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state regulatory agency listed in Exhibit 2. Franchisor’s agents for service of process are listed in Exhibit 3.

The following individual(s) offer the franchise for sale: Peter Taunton, , and \_\_\_\_\_.

Issuance Date: September 9, 2024

I received a disclosure document issued September 9, 2024, that included the following Exhibits:

- EXHIBIT 1 Table of Contents of Manual
- EXHIBIT 2 List of State Administrators
- EXHIBIT 3 List of Agents for Service of Process
- EXHIBIT 4 Franchise Agreement
  - Attachment A Glossary of Additional Terms
  - Attachment B Entity Information
  - Attachment C Personal Guaranty and Undertaking
  - Attachment D Confidentiality and Non-competition Agreement
  - Attachment E ACH Authorization
  - Attachment F Franchisee Questionnaire
  - Attachment G State Specific Addenda
- EXHIBIT 5 Financial Statements
- EXHIBIT 6 General Release (Sample Form Only)
- EXHIBIT 7 List of Current and Former Franchisees
- EXHIBIT 8 State Effective Dates
- EXHIBIT 9 Receipt

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

If signing on behalf of a corporation or other entity, please complete the following:

\_\_\_\_\_  
Name of Entity

\_\_\_\_\_  
Title

Keep this copy for your records.

**RECEIPT**

This disclosure document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If MAKE YOUR DOG EPIC DOG TRAINING ACADEMY FRANCHISING, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale, or sooner if required by applicable law.

Michigan law requires that we give you this disclosure document at least 10 business 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. New York requires that we give you this disclosure document at the earlier of the first personal meeting or 10 business 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.

If MAKE YOUR DOG EPIC DOG TRAINING ACADEMY FRANCHISING, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state regulatory agency listed in Exhibit B. Franchisor’s agents for service of process are listed in Exhibit C.

The following individual(s) offer the franchise for sale: Peter Taunton, \_\_\_\_\_, and \_\_\_\_\_.

Issuance Date: September 9, 2024

I received a disclosure document issued September 9, 2024, that included the following Exhibits:

- EXHIBIT 1 Table of Contents of Manual
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- EXHIBIT 6 General Release (Sample Form Only)
- EXHIBIT 7 List of Current and Former Franchisees
- EXHIBIT 8 State Effective Dates
- EXHIBIT 9 Receipt

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

If signing on behalf of a corporation or other entity, please complete the following:

\_\_\_\_\_  
Name of Entity

\_\_\_\_\_  
Title