

## FRANCHISE DISCLOSURE DOCUMENT

Gymkour, LLC  
A Delaware limited liability company  
2907 Shelter Island Drive, Suite 105  
San Diego, California, 92106  
1-855-GFORCE4  
franchising@gforcegyms.com  
www.GForcegyms.com



You will operate a youth gym that features group gymnastics and parkour training classes, after school programs, camp programs and parties.

The total investment necessary to begin operation of a GForce franchise ranges from \$217,000 to \$467,500. This includes \$55,000 that must be paid to the franchisor.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive the disclosure document at least 14 calendar days before you sign a binding agreement with or make any payment to the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no government agency has verified the information contained in this document.**

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 20580. You can also visit the FTC's home page at [www.ftc.gov](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: May 21, 2025

offering individual or group exercise sessions, health clubs, fitness centers, and other establishments that offer children's physical fitness programming, such as community centers and youth leagues. There are many children's gymnastics and physical fitness franchises, as well as independent businesses throughout the United States that may offer similar products and services to those offered by your Franchised Business. The market for our products and services is not seasonal but may be affected by economic conditions.

**Industry Specific Regulations:**

Your instructors must pass certification exams administered by USA Gymnastics prior to providing instruction at your Franchised Business. All instructors must attend all required continuing education or training programs to maintain their training certifications.

You must comply with any health club laws applicable to your Territory, which may require you to register with your state's consumer protection agency and provide financial security. You must comply with any other laws in your Territory applicable to the provision of physical fitness instruction to children.

Your state's laws may require you to have an automated external defibrillator (AED) unit on-site with staff member(s) trained in how to use the AED and trained in cardiopulmonary resuscitation (CPR). You must ensure that your staff is trained on concussion recognition and prevention.

You should investigate whether there are any state or local regulations or requirements that may apply in the geographic area in which you intend to conduct business. You should consider both their effect on your business and the cost of compliance. You are responsible for obtaining all licenses and permits which may be required for your business.

**ITEM 2: BUSINESS EXPERIENCE**

**President – Christina Grady:**

Christina Grady is our President, a position she has held since our company's inception. Christina is the founder of the GForce concept and has owned and operated our 6 affiliate-owned San Diego Gymnastics outlets, located in Southern California, since 2008.

**Vice President – Douglas Grady:**

Douglas Grady is our Vice President, a position he has held since our company's inception. Douglas has co-owned and operated, with his wife Christina, our 6 affiliate-owned San Diego Gymnastics outlets, located in Southern California, since 2008.

**Director of Operations – Gavin Grady:**

Gavin Grady is our Director of Operations, a position he has held since our company's inception. Gavin has also been the Operations Manager of our 6 affiliate-owned San Diego Gymnastics outlets, located in Southern California, since June 2015. In addition, Gavin developed our parkour program and currently serves as the Parkour Director. ~~He is enjoying developing the franchise and helping franchisees achieve success.~~

**Director of Sales, Marketing and Franchise Development – Gabriella Grady:**

Gabriella Grady is our Director of Sales, Marketing and Franchise Development, a position she has held since our company's inception. Gabriella has also served as Business Development Manager and a gymnastic coach

at our 6 affiliate-owned San Diego Gymnastics outlets, located in Southern California, since 2017. ~~She enjoys helping franchisees in all processes of becoming an owner.~~

**Business Manager – Kyle Grady:**

Kyle Grady is our Business Manager, a position he has held since our company’s inception. Kyle has also served as a Consultant, based in San Diego, California, to the U.S. Marine Corp since January 2020, following his graduation from University of Michigan Ross School of Business.

**Start-Up and Performance Specialist – Paige Conroy:**

Paige Conroy is our Start-Up and Performance Specialist, a position she has held since our company’s inception. Paige was Executive Director of our 6 affiliate-owned San Diego Gymnastics outlets, located in Southern California, from November 2018 to March 2022, at which time she was promoted to Co-Chief Executive Officer and continues to serve in this role.

**ITEM 3: LITIGATION**

No litigation is required to be disclosed in this Item.

**ITEM 4: BANKRUPTCY**

No bankruptcy information is required to be disclosed in this Item.

**ITEM 5: INITIAL FEES**

We will charge you an initial franchise fee (“Initial Franchise Fee”) when you sign the Franchise Agreement, which is included in this Disclosure Document in Exhibit B. The Initial Franchise Fee is \$55,000. This payment is fully earned by us, and due in a lump sum payment when you sign the Franchise Agreement. The Initial Franchise Fee is not refundable under any circumstance.

From time to time, we may offer special incentive programs as part of our franchise development activities. We currently offer a reduced Initial Franchise Fee of \$50,000 to first responders and San Diego Gymnastics employees who meet our qualifications. We also offer a reduced Initial Franchise Fee of \$47,500 to active members and honorably discharged veterans of the U.S. Armed Forces, including a spouse or widow of an active member or honorably discharged veteran. If you purchase a second GForce franchise, we will reduce the Initial Franchise Fee to \$50,000, and for a third and each subsequent franchise, we will reduce the Initial Franchise Fee to \$47,500.

**ITEM 21: FINANCIAL STATEMENTS**

Gymkour, LLC was formed on January 18, 2024. Because we have not been in business for three years, we are not able to include the three prior years of audited financial statements normally required by this Item 21. Our audited financial statements for the period of January 18, 2024 (inception) through February 29, 2024, and ~~December 31, 2024,~~ as well as our ~~audited~~ unaudited financial statements for the period ending ~~December~~ July 31, 2024~~2025~~, are included in Exhibit C.

Our fiscal year end is December 31.

**ITEM 22: CONTRACTS**

A copy of all proposed agreements regarding the franchise offering are included in this Disclosure Document, as follows:

Exhibit B – The Franchise Agreement;

Exhibit H -- Acknowledgement Statement, as permitted by state law.

**ITEM 23: RECEIPT**

A receipt in duplicate is attached to this Disclosure Document as Exhibit I. You should sign both copies of the receipt. Keep one copy for your own records and return the other signed copy to us at 2907 Shelter Island Drive, Suite 105, San Diego, California, 92106.

**EXHIBIT C**  
**FINANCIAL STATEMENTS**

**THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT.**  
**PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED**  
**THAT NO INDEPENDENT CERTIFIED PUBLIC ACCOUNTANT HAS**  
**AUDITED THESE FIGURES OR EXPRESSED AN**  
**OPINION WITH REGARD TO THE CONTENT OR FORM.**

**Gymkour  
Balance Sheet  
As of July 31, 2025**

Accrual Basis

	Jul 31, 25
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
Banner Checking/Savings (0520)	156,606.04
Total Checking/Savings	156,606.04
Total Current Assets	156,606.04
<b>TOTAL ASSETS</b>	<b>156,606.04</b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Credit Cards	
Amex Credit Card (41005)	8,215.67
Total Credit Cards	8,215.67
Other Current Liabilities	
Loan - Balanced Inc (SO)	12,556.35
Loan - SD Liberty Station (SO)	11,500.00
Loan - SDGym Grossmont (SO)	100,000.00
Loan - SDGym La Costa (SO)	25,000.00
Loan - SDGym Otay Ranch (SO)	25,000.00
Total Other Current Liabilities	174,056.35
Total Current Liabilities	182,272.02
Total Liabilities	182,272.02
Equity	
Contributions - Douglas Grady	52,500.00
Distributions - Douglas Grady	-54,080.43
Retained Earnings	-66,934.56
Net Income	42,849.01
Total Equity	-25,665.98
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>156,606.04</b>

# Gymkour Profit & Loss

Accrual Basis

January through July 2025

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	<u>Jan - Jul 25</u>
<b>Income</b>	
Income - Equipment commission	9,293.38
Income - Franchise Fee	42,500.00
Income - Royalties	42,763.93
	<hr/>
<b>Total Income</b>	94,557.31
<b>Expense</b>	
Advertising & Promotion	18,316.79
Bank & Merchant Fees	124.09
Dues & Subscriptions	1,231.48
Licenses & Permits	3,210.00
Meals - Business	14.65
Postage & Delivery	30.00
Professional Fees - Accounting	5,318.45
Professional Fees - Legal	16,868.00
Professional Fees - Other	963.50
Repairs & Maintenance	44.07
Taxes - State	4,500.00
Travel	1,087.27
	<hr/>
<b>Total Expense</b>	51,708.30
	<hr/>
<b>Net Income</b>	<b><u>42,849.01</u></b>

**EXHIBIT G**  
**STATE ADDENDA**

**ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT**  
**REQUIRED BY THE STATE OF MINNESOTA**

The Commissioner of Commerce for the State of Minnesota requires that certain provisions contained in franchise documents be amended to be consistent with Minnesota Franchise Act, Minn. Stat. Section 80.01 et seq., and of the Rules and Regulations promulgated under the Act (collectively the “Franchise Act”). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

1. Item 6, Non-Sufficient Funds Fee, is amended to state:

Pursuant to Minn. Stat. § 604.113, the Non-Sufficient Funds Fee is \$30.00 per occurrence.

2. Item 17 is amended to state:

(a) Minn. Stat. § 80C.21 and Minnesota Rules § 2860.4400(J) prohibit us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring you to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in this Franchise Disclosure Document or agreement(s) shall abrogate or reduce (1) any of your rights as provided for in Minn. Stat. Chapter 80C or (2) your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

(b) In accordance with Minn. Stat. § 80C.14 subd. 3-5, except in certain specified cases, we will give you 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the Franchise Agreement. Additionally, we will not unreasonably withhold our consent to a transfer of your Board and Brush Creative Studio.

(c) In accordance with Minnesota Rules 2860.4400(D), we cannot require you to assent to a general release.

(d) In accordance with Minnesota Rules 2860.4400(J), we cannot require you to consent to liquidated damages.

(e) Minn. Stat. § 80C.17 subd. 5 requires that an action be commenced pursuant to the Franchise Act within three (3) years after the cause of action accrues.

(f) You cannot consent to us obtaining injunctive relief. We may seek injunctive relief. See Minnesota Rules 2860.4400(J),

3. NSF checks are governed by Minnesota Statute 604.113, which puts a cap of \$30 on service charges.

4. The Minnesota Securities Registration Division imposed a fee deferral requirement due to Franchisor’s financial condition.

**AMENDMENT TO THE GYMKOUR, LLC  
FRANCHISE AGREEMENT REQUIRED BY THE STATE OF MINNESOTA**

In recognition of the requirements of the Minnesota Statutes Chapter 80C, the parties to the attached Gymkour, LLC Franchise Agreement (the "Franchise Agreement") agree as follows:

1. Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee's assent to a release other than as part of a voluntary settlement of disputes. To the extent of any inconsistencies with the Minnesota Rules requirement contained in Sections 5.2.5 or 16.3.6 of the Franchise Agreement, such inconsistent provisions are hereby deleted.

2. To the extent of any inconsistencies, Section 5.1.1 of the Franchise Agreement is hereby amended to state:

"Except in certain specified cases as set forth in Minn. Stat. § 80C.14 subd. 4, Franchisor will give Franchisee 180 days' notice for non-renewal of the Franchise Agreement."

3. To the extent of any inconsistencies, Section 6.4 of the Franchise Agreement is hereby amended to state that the non-sufficient funds fee is Thirty Dollars (\$30.00) per occurrence.

4. To the extent of any inconsistencies, Sections 17.1 through 17.3 of the Franchise Agreement are hereby amended to state:

"Except in certain specified cases as set forth in Minn. Stat. § 80C.14 subd. 3, Franchisor will give Franchisee 90 days notice of termination (with 60 days to cure)".

5. To the extent of any inconsistencies, Article 20, Dispute Resolution, of the Franchise Agreement is hereby amended to state:

"Franchisor cannot require Franchisee to: (i) conduct litigation outside Minnesota, (ii) waive a jury trial, or (iii) consent to liquidated damages, termination penalties or judgment notes. Nothing in this Franchise Agreement shall abrogate or reduce (1) any of Franchisee's rights as provided for in Minn. Stat. Chapter 80C or (2) Franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction. Franchisee cannot consent to Franchisor obtaining injunctive relief. Franchisor may seek injunctive relief."

8. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Statutes Chapter 80C are met independently without reference to this Amendment.

9. NSF checks are governed by Minnesota Statute 604.113, which puts a cap of \$30 on service charges.

10. The Minnesota Securities Registration Division imposed a fee deferral requirement due to Franchisor's financial condition.

The parties hereto have duly executed this Minnesota Amendment to the Franchise Agreement on the same date as that on which the Franchise Agreement was executed.

FRANCHISOR:  
GYMKOUR, LLC

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

\_\_\_\_\_  
(Print Name, Title)

FRANCHISEE:

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

\_\_\_\_\_  
(Print Name, Title)

PRINCIPAL:

\_\_\_\_\_  
(Print Name)

PRINCIPAL:

\_\_\_\_\_  
(Print Name)

## STATE EFFECTIVE DATES

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

<u>STATE</u>	<u>EFFECTIVE DATE</u>
California	September 8, 2025
Illinois	<i>Pending</i>
Minnesota	<i>Pending</i>
New York	<i>Pending</i> <u>October 10, 2025</u>
Virginia	<i>Pending</i>
Washington	<i>Pending</i>

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.