

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 litigation only in Texas. Out-of-state litigation may force you to accept a less favorable settlement for disputes. It may also cost more to litigate with the franchisor in Texas than in your own state.
2. **Short Operating History.** This Franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise with a longer operating history.
3. **Unregistered Trademarks.** ~~We do not have a federal registration for our principal trademarks. Therefore, our trademarks do not have as many legal benefits and rights as a~~ The primary trademark that you will use in your business is not federally registered ~~trademark.~~ If ~~our~~ the franchisor's right to use ~~these~~ this trademarks in your area is challenged, you may have to ~~change to an alternative trademark, which may increase your expenses.~~ identify your business and its products or services with a name that differs from that used by other franchisees or the franchisor. This change can be expensive and may reduce brand recognition of the products or services you offer.
4. **Mandatory Minimum Payments.** You must make minimum annual royalty fee payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.
5. **Financial Condition.** The Franchisor's financial condition as reflected in its financial statements (see Item 21) calls into question the Franchisor's ability to provide services and support to you.

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.

DISCLOSURE DOCUMENT
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EXHIBITS:

- A – State Administrators/Agents for Service of Process
- B – Franchise Agreement (including State Addenda)
- C – Development Agreement (including State Addenda)
- D – Applicant Confidentiality Agreement and Authorization
- E – Franchise Application
- F – Table of Contents of Brand Standards Manual
- G – List of Current Franchisees
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- I – Financial Statements
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Opening Support Fee

In connection with the opening of your first Waterloo Turf Business, you will pay to us a \$2,000 opening support fee (“Opening Support Fee”) to cover the cost for 1 of our operations representatives to provide you with on-site pre-opening and opening training, supervision and assistance for a total of approximately 3 days immediately before your scheduled opening date and after the Waterloo Turf Business opens for business. The Opening Support Fee is due at least 5 days before we travel to your Waterloo Turf Business and is not refundable under any circumstances. The Opening Support Fee is uniformly imposed for all franchisees. This Opening Support Fee is due only in connection with your first Territory.

You are expected to provide your own opening support for your second and each additional Waterloo Turf Business, but we may provide some lesser amount of opening support upon request or if we deem it necessary, in which case you will pay us our then current additional training fee (currently an amount equal to \$500 plus our costs, if any) for such additional training.

Initial Marketing Materials

~~You must purchase an initial set of marketing and promotion materials (consisting of hats, uniforms and printed materials) from our then current approved vendor at least 30 days before you open your Waterloo Turf Business. Your cost for the initial marketing materials will depend on our then current vendor's costs, but we estimate the cost will range from \$2,500 to \$3,500. We may purchase and resell to you some or all of the initial marketing materials in the future.~~

Marketing Development Fee

You must pay us a Marketing Development Fee of \$3,000 at least 30 days before you open your Waterloo Turf Business. We use the Marketing Development Fee to facilitate your online presence on our website, initial photography and content and social media set up. The Marketing Development Fee is uniformly imposed and is not refundable once paid.

Development Agreement

If you sign the Development Agreement, you must pay us a Development Area Rights Fee at signing equal to the sum of the full Initial Franchise Fees due for the total number of Waterloo Turf Businesses you will develop under the Development Agreement (based on \$59,000 for the first Waterloo Turf Business, \$49,000 for the second Waterloo Turf Business, \$44,000 for the third Waterloo Turf Business and \$39,000 for the fourth and each additional Waterloo Turf Business developed).

By way of example, the Development Area Rights Fee for a Development Agreement requiring development of 3 Waterloo Turf Businesses would be \$152,000 and the Development Area Rights Fee for a Development Agreement requiring development of 5 Waterloo Turf Businesses would be \$230,000. In all cases, we will credit the full amount of the Development Area Rights Fee you actually pay to us to the Initial Franchise Fees you owe to us when you sign individual Franchise Agreements under the Development Agreement.

We do not require any specific minimum or maximum number of Waterloo Turf Businesses to be developed under the Development Agreement, but we typically require all Waterloo Turf Businesses to open within a single year.

If you have signed a Development Agreement with us, you will normally sign the Franchise Agreement for your first Waterloo Turf Business either before you appear for initial training for your first Waterloo

By way of example, if you and your affiliates reach \$1,500,00 in Gross Sales for your Waterloo Turf Business(es) in the middle of the 10th month of an Agreement Year, the Royalty Fee on your Gross Sales for the remainder of the 10th month of the Agreement Year and for the 11th and 12th months of the Agreement Year will be assessed as 5.5% of your Gross Sales for your Waterloo Turf Business(es).

**ITEM 7
ESTIMATED INITIAL INVESTMENT**

Your Estimated Initial Investment

[Chart 1](#)

YOUR ESTIMATED INITIAL INVESTMENT <u>FOR A SINGLE FRANCHISE</u>					
Item	Estimated Cost		Method of Payment	When Due	To Whom Paid
	Low	High			
Franchise Fee (1)	\$59,000	\$59,000	Cashier's Check or EFT as arranged	Upon Signing Franchise Agreement	Us
Leased Office (2)	\$0	\$500	As arranged	At signing of lease	Landlord
Vehicle Lease and Wrap (3)	\$2,500	\$6,000	Cashier's Check, EFT or as arranged	Before outfitting can begin, but not later than 60 days after Franchise Agreement is signed	Us, Approved Suppliers and/or Financing Company
Installation Equipment and Office Equipment and Supplies (4)	\$1,550	\$6,500	Cashier's Check, EFT or as arranged	Before outfitting can begin, but not later than 60 days after Franchise Agreement is signed	Us, Approved Suppliers and/or Financing Company
Initial Training Fees and Living Expenses While Attending Initial Training (5)	\$3,000	\$5,500	As Arranged	As Incurred	Airlines, Hotels, Waterloo Turf Businesses
Opening Support Fee (6)	\$2,000	\$2,000	Cashier's Check or EFT as arranged	As Incurred	Us
Technology and Information Systems (7)	\$500	\$1,000	As Arranged	As Incurred	3rd Party

YOUR ESTIMATED INITIAL INVESTMENT <u>FOR A SINGLE FRANCHISE</u>					
Item	Estimated Cost		Method of Payment	When Due	To Whom Paid
	Low	High			
Initial Marketing Materials; Marketing Development Fee; Grand Opening Ad Expenditure (8)	\$15,500	16,500			
Insurance (3 Months) (9)	\$1,500	\$3,000	As Arranged	As Incurred	Insurance Companies
Permits and Licenses (10)	\$250	\$2,000	As Arranged	As Required	Government Agencies
Professional Fees (11)	\$500	\$2,500	As Arranged	As Arranged	3 rd party suppliers
Artificial Turf Maintenance Services Line of Business (12)	\$0	\$17,000	As arranged	As Arranged	Us and 3 rd party suppliers
Additional Funds (3 months) (13)	\$20,000	\$30,000	As Arranged	As Necessary	You Determine
TOTAL FOR A SINGLE FRANCHISE (14)	\$106,300	\$151,500			

Chart 2

<u>YOUR ESTIMATED INITIAL INVESTMENT FOR AN AREA DEVELOPMENT AGREEMENT</u>					
<u>Estimated Cost</u>	<u>Estimated Cost</u>	<u>Estimated Cost</u>	<u>Estimated Cost</u>	<u>Estimated Cost</u>	<u>Estimated Cost</u>
Development Area Rights Fee (15)	\$152,000	\$230,000	Cashier's Check or EFT as arranged	Upon Signing Development Agreement	Us
Development Agreement Training (16)	\$500	\$1,500	As Arranged	As Necessary	Airlines, Hotels, 3 rd Parties
Additional Funds – 3 months (17)	\$1,000	\$1,500	As Arranged	As Necessary	You Determine
TOTAL FOR AN AREA DEVELOPMENT AGREEMENT	\$153,500	\$233,000			

NOTES TO CHARTS 1 AND 2:

In general, none of the expenses listed in the above charts are refundable, except any security deposits you must make may be refundable. We do not currently offer financing for any portion of your initial investment ourselves, although we may advise you of various finance sources that may be available to you.

1. Initial Franchise Fee. The initial franchise fee for your first Waterloo Turf Business is \$59,000.

2. Office. We expect you to maintain your Office in your home, but you may elect to maintain a separate Office. Local law may require that your Office be located in a commercial (non-residential) area. You are responsible for determining if there are any requirements regarding the location of your Office. If you lease space, you will generally be required to pay first and last month's rent, plus a security deposit, at the time you sign the lease. In most cases, the terms and conditions of all agreements relating to the purchase, lease, and alteration of any Office will be negotiated solely by you; however, we may require you to incorporate certain provisions into your lease. Since real estate and Office costs vary dramatically from region to region, we cannot accurately estimate your cost to lease an Office.

3. Vehicles. You must use a fully wrapped and outfitted Vehicle (defined in Item 7) to travel to your Customers' locations. Franchisees initially only need 1 Vehicle, but may add other Vehicles over time as your Waterloo Turf Business grows. We do not currently specify any specific make or model of Vehicle, but you must have either a small wrapped pickup truck or wrapped van for the first Vehicle. All Vehicles must be no more than 3 years old, in good condition at the time Vehicle wrapping occurs, free of noticeable dents or damage. You may use a Vehicle you currently own, if we determine, in our sole discretion, that it meets our minimum specifications and we give our consent. The low end of the above estimates reflects your prior ownership of a Vehicle that needs to be wrapped. The high end of the above estimate represents the costs of a Vehicle lease deposit, 3 months of lease payments and the cost of wrapping the Vehicle. If you decide to purchase a new or used Vehicle, your costs will be substantially more, and could range from \$12,500 to \$35,000.

4. Installation Equipment and Office Equipment and Supplies. This line item includes all non-Vehicle and non-Technology and Information Systems Approved Equipment and Supplies necessary to stock your Waterloo Turf Business before opening. Before you open your Waterloo Turf Business, you must purchase installation equipment, including a Moasure 2 Pro and a measuring wheel/tape measure. You may also need to purchase a weedwhacker, power broom, ground protection boards, infill spreader, carpet kicker, wheelbarrow, shovel, landscape rake and/or plate compactor if you don't otherwise have access to them through any subcontractor. Office equipment and supplies includes general office items as well as marketing materials and uniforms needed for the operation of your Waterloo Turf Business.

5. Initial Training Fees and Living Expenses While Attending Initial Training. We provide initial training at our home office in Austin, Texas for your Training Team (consisting of your Controlling Principal and any then hired General Manager). You must pay us the Initial Training Fee for each member of the Training Team at least 5 days before your Training Team arrives for our initial training program, except that we will train your Controlling Principal's spouse for no additional fee. You must pay for your Training Team's expenses while attending initial training, including travel, meals, lodging, personal expenses and wages. The total cost will vary depending on the number of people attending, how far you travel and the type of accommodations you choose. We base our estimate

marketing channels for your Waterloo Turf Business. You will pay us a \$3,000 Marketing Development Fee at least 30 days before you open your Waterloo Turf Business.

We will also require you to engage our then current ad agency for online and other marketing. You will be required to pay the then current ad agency fees, which we currently estimate to be \$500 a month.

We will also require you to purchase an initial set of marketing and promotion materials (consisting of hats, uniforms and printed materials) from our then current approved vendor at least 30 days before you open your Waterloo Turf Business. Your cost for the initial marketing materials will depend on our then current vendor's costs, but we estimate the cost will range from \$2,500 to \$3,500. We may purchase and resell to you some or all of the initial marketing materials in the future.

We may on a case by case basis designate or review and approve third party branded or other products or services as Approved Equipment and Supplies and/or Approved Products and Services for use, offer or sale in Waterloo Turf Businesses, with review and approval conducted under our approval procedures described below. We may also purchase third party branded or other Approved Equipment and Supplies and/or Approved Products and Services in bulk and sell them to you at prices we set from time to time (which may include a markup that we set from time to time), or permit you to purchase third party branded Approved Equipment and Supplies and/or Approved Products and Services directly from a third party manufacturer or re-seller.

We may change or expand the list of Approved Equipment and Supplies and/or Approved Products and Services or the list of suppliers for Approved Equipment and Supplies and/or Approved Products and Services in the future, in our discretion.

As of the date of this Disclosure Document, we have designated one or more third party authorized suppliers for certain Approved Equipment and Supplies and/or Approved Products and Services, but we do not have any single suppliers for any specific Approved Equipment and Supplies and/or Approved Products and Services other than our Vehicle wrap vendor, Capital Wraps.

We do not currently have any required distributor for Approved Equipment and Supplies and/or Approved Products and Services, but we reserve the right to designate one or more required distributors for such items in the future. If we designate an approved or required distributor, you must purchase Approved Equipment and Supplies and/or Approved Products and Services to be used in your Waterloo Turf Business from the required distributor unless you have first obtained our prior written consent to purchase from another distributor in accordance with our vendor and supplier review process (see below).

We reserve the right to designate other specific distributors, vendors and suppliers for Approved Equipment and Supplies and/or Approved Products and Services in the future. If you desire to purchase any products or services from a supplier that has not already been approved, you must obtain our prior written approval, which may take up to 90 days from our receipt of all requested information, including information regarding the supplier's fiscal strength, demonstrated customer service, product or service quality, product or service safety and a strong regional presence. Additionally, as a condition to granting approval, we may require you to submit samples of the proposed supplier's services or products, and to arrange for us to visit the supplier's facilities. If we elect to test the samples or inspect the proposed supplier's facilities, you will be charged a fee not to exceed the actual cost of such inspection or testing. We reserve the right to reinspect the facilities and products or services of any approved supplier and to revoke our approval if the supplier fails to continue to meet any of our then-current standards. We will notify you in writing of any revocation of a supplier or their product or service and provide you a

Illinois	0	0	0
Indiana	0	0	0
Tennessee	0	3	0
Texas	0	14	0
Total	0	19	0

List of Franchisees; List of Former Franchisees

Exhibit G to this disclosure document contains a list of franchisees that operated a Waterloo Turf Business as of December 31, 2024.

Exhibit H to this disclosure document contains a list of franchisees that operated a Waterloo Turf Business who were terminated, not renewed, or voluntarily or involuntarily ceased to do business under a franchise or other agreement during the last fiscal year ended December 31, 2024, or who failed to communicate with us during the 10 weeks preceding the date of this disclosure document.

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

Purchase of Previously-Owned Franchise

If you are purchasing a previously-owned franchised outlet, we will provide you additional information on the previously-owned franchised outlet in an addendum to this disclosure document.

Confidentiality Clauses

During the last 3 fiscal years, we have not signed agreements with franchisees that contain confidentiality clauses that would restrict a franchisee’s ability to speak openly about their experience.

Trademark-Specific Franchisee Organizations

We are not currently aware of any trademark-specific franchisee organizations associated with the franchise system which we have created, sponsored or endorsed, or any independent franchisee organizations that have asked to be included in this disclosure document.

**ITEM 21
FINANCIAL STATEMENTS**

Attached to this Disclosure Document as Exhibit I are the following financial statements:

- 1. [Our interim, unaudited financial statements for the four month period ended April 30, 2025.](#)
- ~~12.~~ Our audited financial statements as of the year ended December 31, 2024.
- ~~23.~~ Our unaudited opening balance sheet dated November 30, 2024.

Please note that we have only been in existence since August 2024 and did not start franchising until December 2024, and therefore do not have a balance sheet for two previous fiscal year-ends before this

STATE ADMINISTRATORS

CALIFORNIA

Commissioner of Financial Protection and Innovation
Department of Financial Protection and Innovation
320 West 4th Street, Suite 750
Los Angeles, California 90013
(213) 576-7505 or (866) 275-2677
Website: <http://www.dfpi.ca.gov/>
Email: Ask.DFPI@dfpi.ca.gov

HAWAII

Department of Commerce and Consumer Affairs
Business Registrations Division
335 Merchant Street, Room 203
Honolulu, Hawaii 96813
(808) 586 2722

ILLINOIS

Office of Attorney General
500 South 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

KENTUCKY

Office of the Attorney General
1024 Capital Center Drive
Frankfort, Kentucky 40602
(502) 696 5300

MARYLAND

Office of Attorney General
Securities Division
200 St. Paul Place
Baltimore, Maryland 21202
(410) 576-6360

MICHIGAN

Office of the Attorney General
Consumer Protection Division
Antitrust and Franchise Section
G. Mennen Williams Building, 7th Floor
525 W. Ottawa Street
Lansing, Michigan 48909
(517) 373-7117

MINNESOTA

[Minnesota](#) Department of Commerce
85 7th Place East, Suite ~~500~~280
~~St. Saint~~ Paul, ~~Minnesota~~MN 55101
(651) ~~296-4026~~539-1600

NEBRASKA

Department of Banking and Finance
1526 K Street, Suite 300
P.O. Box 95006
Lincoln, Nebraska 68509
(402) 471 3445

NEW YORK

New York State Department of Law
Investor Protection Bureau
120 Broadway, 23rd Floor
New York, New York 10271

NORTH DAKOTA

North Dakota Securities Department
600 East Blvd., Fifth Floor
Bismarck, North Dakota 58505
(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
233 Richmond Street, Suite 232
Providence, Rhode Island 02903
(401) 222 3048

SOUTH DAKOTA

Department of Labor and Regulation
Division of Securities
124 S Euclid, Suite 104
Pierre, SD 57501
(605) 773-4823

TEXAS

Statutory Document Section
Secretary of State
P.O. Box 12887
Austin, Texas 78711
(512) 475 1769

AGENTS FOR SERVICE OF PROCESS

CALIFORNIA

Commissioner of Financial Protection and Innovation
Department of Financial Protection and Innovation
320 West 4th Street, Suite 750
Los Angeles, California 90013
(213) 576-7505 or (866) 275-2677
Website: <http://www.dfpi.ca.gov/>
Email: Ask.DFPI@dfpi.ca.gov

HAWAII

Commissioner of Securities
Department of Commerce and Consumer Affairs
Business Registrations Division
335 Merchant Street, Room 203
Honolulu, Hawaii 96813

ILLINOIS

Illinois Attorney General
500 South Second Street
Springfield, Illinois 62706

INDIANA

Secretary of State
201 State House
200 W. Washington Street
Indianapolis, Indiana 46204

MARYLAND

Maryland Securities Commissioner
Office of the Attorney General
200 St. Paul Place
Baltimore, Maryland 21202

MICHIGAN

Department of Labor & Economic Growth
Commercial Services & Corporations Bureau
611 W. Ottawa Street
Lansing, Michigan 48909

MINNESOTA

~~Commissioner~~ [Minnesota Department](#) of Commerce
85 7th Place East, Suite ~~500~~[280](#)
~~St. Saint~~ Paul, ~~Minnesota~~ [MN](#) 55101
[\(651\) 539-1600](tel:(651)539-1600)

NEW YORK

Attn: New York Secretary of State
New York Department of State
One Commerce Plaza
99 Washington Avenue, 6th Floor
Albany, NY 12231-0001
(518) 473-2492

NORTH DAKOTA

Securities Commissioner
North Dakota Securities Department
600 East Boulevard, Fifth Floor
Bismarck, North Dakota 58505

OREGON

Director
Department of Consumer and Business Services
Division of Finance and Corporate Securities
Labor and Industries Building
Salem, Oregon 97310

RHODE ISLAND

Director
Department of Business Regulation
233 Richmond Street, Suite 232
Providence, Rhode Island 02903

SOUTH DAKOTA

Department of Labor and Regulation
Division of Securities
124 S Euclid, Suite 104
Pierre SD 57501

VIRGINIA

Clerk of the State Corporation Commission
1300 East Main Street, 1st Floor
Richmond, Virginia 23219

WASHINGTON

Director of Financial Institutions
Securities Division
150 Israel Rd. S.W.
Tumwater, Washington 98501

WISCONSIN

Commissioner of Securities
201 West Washington Avenue, Suite 300
Madison, Wisconsin 53703

THESE FINANCIAL STATEMENTS HAVE BEEN PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES SHOULD BE ADVISED THAT NO INDEPENDENT CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED AN OPINION WITH REGARD TO THEIR CONTENT OR FORM.

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**ADDENDUM TO WATERLOO TURF FRANCHISING CO, LLC
DISCLOSURE DOCUMENT
FOR THE STATE OF ILLINOIS**

The State Cover Page and Item 17 of this disclosure document are amended by adding the following:

1. Any provision in the Franchise Agreement that designates jurisdiction or venue in a forum outside Illinois is void with respect to any action which is otherwise enforceable in Illinois, except that the Franchise Agreement may provide for arbitration outside Illinois. In addition, Illinois law will govern the Franchise Agreement.
2. Illinois Franchise Disclosure Act paragraphs 705/19 and 705/20 provide rights to you concerning non-renewal and termination of the Franchise Agreement. If the Franchise Agreement contains a provision that is inconsistent with the Act, the Act will control.
3. Any release of claims or acknowledgments of fact contained in the Franchise Agreement that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Act, or a rule or order under the Act will be void and are deleted with respect to claims under the Act.
4. Section 41 of the Illinois Franchise Act states that “any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act is void.” To the extent that any provision in the Franchise Agreement is inconsistent with Illinois law, Illinois law will control.
5. 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.
6. Notwithstanding the foregoing, nothing in this or any related agreement is intended to disclaim the representations made in the franchise disclosure document.
7. Payment of the Initial Franchise Fee, any Artificial Turf Maintenance Services fee, the Initial Training Fee, the Opening Support Fee and the Marketing Development Fees under the Franchise Agreement and payment of the Development Fee under the Development Agreement will be deferred until Franchisor has met its initial obligations to franchisee, and franchisee has commenced ~~doing~~-business. ~~This financial assurance requirement was imposed by the Office of the operations. The~~ Illinois Attorney General’s Office imposed this deferral requirement due to Franchisor’s financial condition.

**ADDENDUM TO WATERLOO TURF FRANCHISING CO, LLC
FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF MINNESOTA**

1. The following is added to Item 17 of the Disclosure Document:

Under Minnesota law and except in certain specified cases, we must give you 90 days' notice of termination with 60 days to cure. We also must give you at least 180 days' notice of its intention not to renew a franchise, and sufficient opportunity to recover the fair market value of the franchise as a going concern. To the extent that the Agreement is inconsistent with the Minnesota law, the Minnesota law will control.

To the extent that any condition, stipulation or provision contained in the Agreement (including any choice of law provision) purports to bind 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 nonwaiver provision of the Minnesota Franchises Law.

Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Disclosure Document or Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction. Specifically, we cannot require you to consent to us obtaining injunctive relief, however, we may seek such relief through the court system.

Minn. Rule 2860.4400J prohibits us from requiring you to assent to a general release. To the extent that the Agreement requires you to sign a general release as a condition of renewal or transfer, the Agreement will be considered amended to the extent necessary to comply with Minnesota law.

[The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name. Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statutes, Section 80C.12, Subd. 1\(g\).](#)

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

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.

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 stated below:

State	Effective Date
California	Pending
Hawaii	Not Applicable
Illinois	Pending
Indiana	Pending
Maryland	Not Applicable
Michigan	Pending
Minnesota	Pending
New York	Not Applicable
North Dakota	Not Applicable
Rhode Island	Not Applicable
South Dakota	Not Applicable
Virginia	Pending May 23, 2025
Washington	Not Applicable
Wisconsin	Pending

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.

- i. Payment of ~~Initial Franchise/the~~ Development Fees under the Development Agreement will be deferred until Franchisor has met its initial obligations to franchisee, and franchisee has commenced ~~doing~~ business. ~~This financial assurance requirement was imposed by the Office of the~~ operations. The Illinois Attorney General's Office imposed this deferral requirement due to Franchisor's financial condition.

2. No statement, questionnaire, or acknowledgment signed or agreed to by Franchisor 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 Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

3. Each provision of this Amendment will be effective only to the extent that the jurisdictional requirements of the Illinois law applicable to the provision are met independent of this Amendment. This Amendment will have no force or effect if such jurisdictional requirements are not met.

IN WITNESS WHEREOF, Developer acknowledges that it has read and understands the contents of this Amendment, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this Amendment and be bound thereby. The parties have duly executed and delivered this Amendment to the Development Agreement on the Effective Date set forth below.

FRANCHISOR

DEVELOPER

**Waterloo Turf Franchising Co, LLC,
a Texas limited liability company**

By: _____

By: _____

Print Name: _____

Print Name: _____

Its: _____

Its: _____

Effective Date: _____

Date: _____

e. If the Development Agreement and/or the Franchise Disclosure Document requires that it be governed by a state's law, other than the State of Minnesota, those provisions shall not in any way abrogate or reduce any rights of Franchisee as provided for in the Franchise Act, including the right to submit matters to the jurisdiction of the courts of Minnesota.

f. If the Development Agreement and/or the Franchise Disclosure Document requires Franchisee to sue Franchisor outside the State of Minnesota, those provisions shall not in any way abrogate or reduce any rights of Franchisee as provided for in the Franchise Act, including the right to submit matters to the jurisdiction of the courts of Minnesota.

g. Minn. Rule 2860.4400J. prohibits Franchisor from requiring You to consent to liquidated damages and prohibits waiver of a jury trial. If the Development Agreement and/or the Franchise Disclosure Document contains a provision that is inconsistent with the Minn. Rule, the provisions of the Development Agreement and/or the Franchise Disclosure Document shall be superseded by the Minn. Rule's requirements and shall have no force or effect.

h. You cannot consent to the Franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rule 2860.4400J. A court will determine if a bond is required.

i. The Limitations on Actions section must comply with Minnesota Statutes, Section 80C.15, Subd. 5.

j. The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name. Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statutes, Section 80C.12, Subd. 1(g).

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

2. No statement, questionnaire, or acknowledgment signed or agreed to by Franchisor 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 Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

3. Each provision of this Agreement and/or the Franchise Disclosure Document will be effective only to the extent that the jurisdictional requirements of the Minnesota law applicable to the provision are met independent of this Amendment. This Amendment will have no force or effect if such jurisdictional requirements are not met.

4. As to any state law described in this Amendment that declares void or unenforceable any provision contained in the Development Agreement, Franchisor reserves the right to challenge the enforceability of the state law by, among other things, bringing an appropriate legal action or by raising the claim in a legal action or arbitration that Developer has initiated.

IN WITNESS WHEREOF, Developer acknowledges that it has read and understands the contents of this Amendment, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this Amendment and be bound thereby. The parties have duly executed and delivered this Amendment to the Development Agreement on the Effective Date set forth below.

- i. Payment of the Initial Franchise Fee, any Artificial Turf Maintenance Services fee, the Initial Training Fee, the Opening Support Fee and the Marketing Development Fees under the Franchise Agreement will be deferred until Franchisor has met its initial obligations to franchisee, and franchisee has commenced ~~doing business. This financial assurance requirement was imposed by the Office of the operations. The~~ Illinois Attorney General's Office imposed this deferral requirement due to Franchisor's financial condition.

2. No statement, questionnaire, or acknowledgment signed or agreed to by Franchisor 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 Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

3. Each provision of this Amendment will be effective only to the extent that the jurisdictional requirements of the Illinois law applicable to the provision are met independent of this Amendment. This Amendment will have no force or effect if such jurisdictional requirements are not met.

IN WITNESS WHEREOF, Franchisee acknowledges that it has read and understands the contents of this Amendment, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this Amendment and be bound thereby. The parties have duly executed and delivered this Amendment to the Franchise Agreement on the Effective Date set forth below.

FRANCHISOR

FRANCHISEE

**Waterloo Turf Franchising Co, LLC,
a Texas limited liability company**

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

Effective Date: _____

Date: _____

e. If the Franchise Agreement and/or the Franchise Disclosure Document requires that it be governed by a state's law, other than the State of Minnesota, those provisions shall not in any way abrogate or reduce any rights of Franchisee as provided for in the Franchise Act, including the right to submit matters to the jurisdiction of the courts of Minnesota.

f. If the Franchise Agreement and/or the Franchise Disclosure Document requires Franchisee to sue Franchisor outside the State of Minnesota, those provisions shall not in any way abrogate or reduce any rights of Franchisee as provided for in the Franchise Act, including the right to submit matters to the jurisdiction of the courts of Minnesota.

g. Minn. Rule 2860.4400J. prohibits Franchisor from requiring Franchisee to consent to liquidated damages and prohibits waiver of a jury trial. If the Franchise Agreement and/or the Franchise Disclosure Document contains a provision that is inconsistent with the Minn. Rule, the provisions of the Franchise Agreement and/or the Franchise Disclosure Document shall be superseded by the Minn. Rule's requirements and shall have no force or effect.

h. Franchisee cannot consent to the Franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rule 2860.4400J. A court will determine if a bond is required.

i. The Limitations on Actions section must comply with Minnesota Statutes, Section 80C.15, Subd. 5.

[j. The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name. Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statutes, Section 80C.12, Subd. 1\(g\).](#)

[k. NSF checks are governed by Minnesota Statute 604.113, which puts a cap of \\$30 on service charges.](#)

2. No statement, questionnaire, or acknowledgment signed or agreed to by Franchisor 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 Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

3. Each provision of this Agreement and/or the Franchise Disclosure Document will be effective only to the extent that the jurisdictional requirements of the Minnesota law applicable to the provision are met independent of this Amendment. This Amendment will have no force or effect if such jurisdictional requirements are not met.

4. As to any state law described in this Amendment that declares void or unenforceable any provision contained in the Franchise Agreement, Franchisor reserves the right to challenge the enforceability of the state law by, among other things, bringing an appropriate legal action or by raising the claim in a legal action or arbitration that Franchisee has initiated.

IN WITNESS WHEREOF, Franchisee acknowledges that it has read and understands the contents of this Amendment, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this Amendment and be bound thereby. The parties have duly executed and delivered this Amendment to the Franchise Agreement on the Effective Date set forth below.

FRANCHISOR

FRANCHISEE

IN WITNESS WHEREOF, Franchisee acknowledges that it has read and understands the contents of this Amendment, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this Amendment and be bound thereby. The parties have duly executed and delivered this Amendment to the Franchise Agreement on the Effective Date set forth below.

FRANCHISOR

FRANCHISEE

**Waterloo Turf Franchising Co, LLC,
a Texas limited liability company**

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

Effective Date: _____

Date: _____