

FRANCHISE DISCLOSURE DOCUMENT



PERFECT SKATING™

Perfect Skating Franchising U.S. Inc.
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613-470-0707

Perfect Skating franchisees will offer elite skating, hockey, and performance training and development classes, camps, seminars, and instruction to youth hockey players ranging in ages from 6-18. The total investment necessary to begin operation of a Perfect Skating Franchised Business ranges from \$54,240 to \$198,040. This includes \$265,750 to ~~\$126,750~~ 125,700 that must be paid to Franchisor or its affiliates.

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, Franchisor or its affiliates 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 the Franchise Development Department at Perfect Skating Franchising U.S. Inc. 1565 Maple Grove Rd, Kanata, ON K2V 1A3, Canada or email info@perfectskating.ca.

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

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as “A Consumer’s Guide to Buying a Franchise,” which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC’s home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

There may also be laws on franchising in your state. Ask your state agencies about them.

Issuance date of this Franchise Disclosure Document: **JANUARY 6, 2025**

Businesses includes individuals and/or entities who need or desire hockey specific training, products, and services. The competition for Perfect Skating Franchised Businesses includes other businesses offering similar products and services to individuals and/or entities. The market for the sports training industry is well established and competitive. These competitors may include other sports training facilities, athletic programs, athletic clubs, and/or franchises.

Laws and Regulations

Many states and local jurisdictions have enacted laws, rules, regulations, and ordinances that may apply to the operation of a Perfect Skating Franchised Business. For example, state licensing and certification requirements may apply to persons who perform fitness, teaching, or services involving children and adults. In all cases, you must also comply with laws that apply generally to all businesses. You should investigate these laws and consult with a legal advisor about whether these and/or other requirements apply to your franchise. In addition to laws and regulations that apply to businesses generally, your Perfect Skating Franchised Business may be subject to federal, state, and local occupational safety and health regulations, the Equal Employment Opportunity Act, the Americans with Disabilities Act, and similar local and state rules and regulations. There may be other laws and regulations in your city, state, or county that may apply to the operations of your Perfect Skating Franchised Business. We require all franchisees to conduct criminal background checks on any persons, including but not limiting to, trainers and other staff that will be working with minors.

ITEM 2: BUSINESS EXPERIENCE

Shawn Allard- Shawn created the Perfect Skating brand in 2010 and has been engaged in the line of business associated with the franchise since that time. Shawn is the founder and creator of the Perfect Skating concept and is a director and officer of Franchisor. Since July 2014, Mr. Allard has been an NHL On-Ice Movement and Performance Coach based in Ottawa, Canada.

Kyle Nishizaki-Kyle is the manager of the Ottawa West corporate locations (see Exhibit C). Kyle has been the Manager of Franchising and Head On-Ice Performance Coach for Perfect Skating Inc. since January 2019 and the Research and Development Consultant and Skating and Skills Instruction since April 2014.

Deric Boudreau-Deric is the manager of the Ottawa East corporate locations (see Exhibit C) in Ottawa, Ontario, Canada and has been engaged in the line of business associated with the franchise since February 2021. ~~Deric is a graduate of Royal Military College in Kingston, Ontario and four-year varsity hockey player and Major Jr player in the QMJHL with the Gatineau Olympiques.~~ In addition to his role with Perfect Skating, Deric has been a Communication Research Operator with the Canadian Armed Forces since January 2014. Deric is not an officer or director of Franchisor.

Sutton Allard-Sutton has been our Franchise Support Coordinator and Manager of Research and Development since September 2021. Prior to that, Mr. Allard was a professional hockey player in Europe. Sutton is not an officer or director of Franchisor.

Andrea Allard-Andrea has been our Director of Operations and Franchisee Liaison since our inception. Andrea is also an officer of the franchisor. Since February 2013, Ms. Allard has also been the Office Manager for Perfect Skating Inc. in Ottawa, Ontario, Canada.

Alderic Denis-Alderic has been our Franchise Support Coordinator since November 2022. Between 2017 and November 2022, Alderic was a junior hockey player with several Canadian junior hockey clubs and a on-ice movement and performance coach with us and our affiliates.

**ITEM 3:
LITIGATION**

There is no litigation required to be disclosed in this Item.

**ITEM 4:
BANKRUPTCY**

There are no bankruptcies required to be disclosed in this Item.

**ITEM 5:
INITIAL FEES**

Initial Franchise Fee

The initial franchise fee (the "Initial Franchised Fee") for a Perfect Skating Franchised Business will depend on the size of the Protected Territory awarded pursuant to a Franchise Agreement. The minimum Initial Franchise Fee is twenty thousand dollars (\$20,000). The Initial Franchise Fee is calculated by multiplying the population of the Territory by the per capita number of hockey players in the applicable state (per capita number of hockey players is the total number of hockey players registered with USA Hockey in the state divided by the total population of the state) and dividing the resulting number by 100. The following formula is used to calculate the Initial Franchise Fee:

- (1) Number of Hockey Players Registered with USA Hockey in the State in which the Territory is located; (2) divided by the total population of the state in which the Territory is located; (3) multiplied by 100; (4) multiplied by the total population of the Territory.

The Initial Franchise Fee is due and payable upon signing the franchise agreement. The Initial Franchise Fee is non-recurring, is deemed to be fully earned by Franchisor, and is not refundable under any circumstances. Initial Franchise Fees must be paid by wire transfer, cash, or certified funds when you sign Franchise Agreement.

Franchisee Video and Photo Start Up Package

You will pay us to prepare and deliver a video and start up package for your Perfect Skating Franchised Business. This fee is due and payable when we take the video and photos associated with the package. The Franchisee Video and Photo Startup Package currently costs \$750.

~~Marketing Kit~~

~~You are required to purchase a marketing kit from us before you open your Perfect Skating Franchised Business. The cost of the marketing kit is currently \$3,250.~~

Initial Connection Fee for Perfect Skating Application

You are required to utilize our proprietary mobile application in connection with the operation of your Perfect Skating Business. We charge you an initial connection fee of \$850 to set up the application for your use. This fee is payable to us upon invoice.

Website (Microsite) Fee

We charge you a fee to set up a location specific microsite within our website. The Website Fee is currently \$850 and is payable to us upon invoice.

Marketing Materials Fee

You are obligated to purchase banners flyers business cards, folding tables, table skirts, stickers for helmets, and sales kit folders from us. The estimated cost of these products is \$3,250. These amounts must be paid to us when we invoice you for them.

~~Technology Fee (3 mos.)~~

~~You will pay us a Technology Fee of \$350 per month. The Technology Fee for the continuing use, development, and upgrades of certain software that we prescribe, plus any costs/fees relating to the merchant services provided by our approved vendor.~~

All fees are payable in United States Dollars (USD).

ITEM 6: OTHER FEES

Type of Fee ¹	Amount ²	Due Date	Remarks
Royalty Fee ³	6% of Gross Revenue	Payable Monthly	First royalty payment due on 1st month after opening.
Advertising Fund ⁴	\$100 per month	Payable Monthly	This is the current amount. Due on the 1st month after opening.
Local Store Marketing	\$100 per month	As incurred	Payable to third parties to market your Franchised Business.
Technology Fee ⁵	\$350 per month	Payable Monthly	This is the current amount. Due on the 1st month after opening. May be increased upon 30 days written notice to you.
Payment Plan Administrative Fee	5% of amount subject to payment plan	5% of each payment	If a client wishes to pay fees on a monthly basis, it will incur a 5% additional administrative fee of the amount they wish to pay overtime, which amount will be paid to Franchisor as consideration for setting up this payment plan.
Ongoing Training (phone)	\$100 per hour	As incurred	This is the current amount.
Ongoing Training (site visit)	\$500 per day plus expenses (or \$200 plus ice costs) \$1,000 per day plus expenses for Shawn	As incurred	This is the current amount.

**ADDENDUM TO FRANCHISE AGREEMENT
REQUIRED FOR MINNESOTA FRANCHISEES**

This Addendum to Franchise Agreement dated _____ (“Franchise Agreement”) between _____ and _____ (“You”) is entered into simultaneously with the execution of the Franchise Agreement.

1. The provisions of this Addendum form an integral part of, and are incorporated into, the Franchise Agreement. This Addendum is being executed because: (A) the offer or sale of a franchise to you was made in the State of Minnesota; (B) you are a resident of the State of Minnesota; and/or (C) the franchise will be located or operated in the State of Minnesota.

2. The following sentence is added to the end of Section 17:

Notwithstanding the foregoing, you will not be required to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§ 80C.01 - 80C.22.

3. The following sentence is added to the end of Section 4.2:

With respect to franchises governed by Minnesota law, we will comply with Minnesota Statute § 80C.14, Subdivision 3, 4, and 5 which requires, except in certain cases, that a franchisee be given 180 days’ notice for non-renewal of the Franchise Agreement.

4. The following sentence is added to the end of Section 13.2:

Notwithstanding the foregoing, we will indemnify you against liability to a third party resulting from claims that your use of a Mark infringes trademark rights of a third party; provided that we will not indemnify against the consequences of your use of the Marks unless the use is in accordance with the requirements of this Agreement and the System.

5. The following sentence is added as Sections 1.7 and Section 4:

(D) With respect to franchises governed by Minnesota law, we will comply with Minnesota Statute §80C.14, Subdivision 3, 4, and 5 which requires, except in certain cases, that you be given 90 days’ notice of termination (with 60 days to cure) of the Franchise Agreement.

6. Minnesota Statute § 80C.21 and Minnesota Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Franchise 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.

7. All initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement and the outlet is opened. In addition, all development fees and initial payments by area developers shall be deferred until the first franchise under the development agreement opens.

8. You and we waive, to the fullest extent permitted by law, the right to bring, or be a class member in, any class action suits.

89. Therefore, you agree that, in the event of a default or threatened default of any of the terms of this Agreement by you, we are entitled to seek injunctive relief (both preliminary and permanent) restraining that default and/or to specific performance. A court will determine if a bond or security must be posted.

910. Any capitalized term that is not defined in this Addendum shall have the meaning given it in the Franchise Agreement.

1011. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

1112. 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.

1213. Payment of Initial Franchise Fees will be deferred until Franchisor has met its initial obligations to franchisee, and franchisee has commenced doing business. The financial assurance requirement was imposed by the Minnesota Department of Commerce due to Franchisor's financial condition.

IN WITNESS WHEREOF, the Parties have executed this Addendum to Franchise Agreement as of _____.

PERFECT SKATING FRANCHISING U.S. INC. FRANCHISEE

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____