



**FRANCHISE DISCLOSURE DOCUMENT**  
**DRYER VENT SUPERHEROES FRANCHISING LLC**  
A Tennessee Limited Liability Company  
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We offer franchises for a business that provides cleaning, repair, and maintenance services for dryer vents, kitchen and bathroom vents, duct and coil cleaning, and related services and products under the “Dryer Vent Superheroes” trademarks.

The total investment necessary to begin operation of a Dryer Vent Superheroes franchised business ranges from \$68,750 to \$130,000 for a Small Territory and \$106,250 to \$169,800 for a Large Territory (Population of 750,000 or more). This includes ~~\$39,000~~ 46,500 or ~~\$78,000~~ 86,500 that must be paid to the 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 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: February 23, 2024, as amended ~~April 2~~ October 15, 2024

**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 A.

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 us by mediation, arbitration, and/or litigation only in Tennessee. Out-of- state mediation, arbitration, and/or litigation may force you to accept a less favorable settlement for disputes. It may also cost you more to mediate and litigate with us in Tennessee than in your own state.
2. **Short Operating History.** The 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 in a system with a longer operating history.
3. **Financial Condition.** The Franchisor’s financial condition, as reflected in its financial statements (see Item 21), calls into question the franchisor’s financial ability to provide services and support to you.
4. **Mandatory Minimum Payments.** You must make minimum royalty or advertising fund 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. **Unregistered Trademark.** The primary trademark that you will use in your business is not federally registered. If the franchisor’s right to use this trademark in your area is challenged, you may have to 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.~~

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.

### **DISCLOSURES REQUIRED BY CONNECTICUT LAW**

The State of Connecticut does not approve, recommend, endorse, or sponsor any business opportunity. The information contained in this disclosure has not been verified by the state. If you have any questions about this investment, see an attorney before you sign a contract or agreement.

**DRYER VENT SUPERHEROES FRANCHISING LLC**  
**Franchise Disclosure Document Table of Contents**

ITEM 1 THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES	1
ITEM 2 BUSINESS EXPERIENCE	3
ITEM 3 LITIGATION	4
ITEM 4 BANKRUPTCY	4
ITEM 5 INITIAL FEES	<del>5</del> <u>4</u>
ITEM 6 OTHER FEES	5
ITEM 7 ESTIMATED INITIAL INVESTMENT	11
ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES	14
ITEM 9 FRANCHISEE’S OBLIGATIONS	18
ITEM 10 FINANCING	19
ITEM 11 FRANCHISOR’S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING	19
ITEM 12 TERRITORY	28
ITEM 13 TRADEMARKS	29
ITEM 14 PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION	<del>30</del> <u>31</u>
ITEM 15 OBLIGATIONS OF THE FRANCHISEE TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS	<del>31</del> <u>32</u>
ITEM 16 RESTRICTION ON WHAT FRANCHISEE MAY SELL	32

ITEM 17 RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION.....	<del>32</del> <u>33</u>
ITEM 18 PUBLIC FIGURES.....	37
ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS.....	37
ITEM 20 OUTLETS AND FRANCHISEE INFORMATION.....	<del>39</del> <u>38</u>
ITEM 21 FINANCIAL STATEMENTS.....	<del>41</del> <u>40</u>
ITEM 22 CONTRACTS.....	41
ITEM 23 RECEIPT.....	<del>42</del> <u>41</u>

LIST OF EXHIBITS

EXHIBIT A: State Administrators and Agents for Service of Process

EXHIBIT B: Franchise Agreement including forms of Automated Clearing House Payment Authorization; General Release; Transaction Details; Internet Advertising, Social Media, and Telephone Account Agreement; Confidentiality and Non-Compete Agreement; Receipt of Operations Manual and Confidentiality Agreement; Addenda Required by Certain States; Franchise Fee and Territory Description

EXHIBIT C: Financial Statements

EXHIBIT D: Operations Manual Table of Contents

EXHIBIT E: Names and Addresses of Franchisees

EXHIBIT F: Form of Non-Disclosure and Non-Use Agreement

EXHIBIT G: Forms of Closing Acknowledgment

EXHIBIT H: Addenda Required by Certain States

EXHIBIT I: Receipts

positing of a surety bond and proof of insurance. You are responsible for understanding what licenses, permits, qualifications, performance bonds and experience requirements apply to the Franchised Business in the Operating Area you select and any other area where you provide Services, and for obtaining and maintaining in effect all such licenses, permits, bonds, and other legal authorizations and qualifications necessary to operate the Franchised Business. You may need to limit the offering of Franchised Business's services until appropriate authorizations are obtained. If you are unable to perform all services we authorize in the Operating Area, we may authorize another franchisee to perform such services in your Operating Area until you notify us that you have been authorized to do so.

Your Franchised Business must accept credit cards and will be obligated to comply with the Payment Card Industry Data Security Standard. The Standard includes 12 requirements for any business that stores, processes or transmits payment cardholder data. For more information see <https://www.pcicomplianceguide.org/>.

If you are located in, or do business with customers located in, California or another state that has enacted data privacy and data security laws that apply to information obtained from your transactions with individuals and consumers, you must comply with the California Consumer Privacy Act or local legislation that governs how you collect, store and use personally identifiable information about your customers. We are not responsible for instructing, training, supervising or monitoring you on compliance with these data privacy and data security laws. You may want to engage your own counsel or advisors to assess your obligations and formulate an appropriate strategy for compliance with these laws.

We encourage you to make additional inquiries into those laws and regulations and obtain the assistance of your own legal counsel in that regard. ~~It is your responsibility to independently determine if there are any legal requirements with which you must comply and business issues that might impact your Franchised Business and/or your possibility of generating a profit or loss. Neither we, nor our affiliates, will be responsible for ascertaining your initial and continuing legal responsibilities. It is your responsibility, on an on-going basis, to investigate and satisfy all local, state, and federal laws and regulations since these can vary from place to place and can change over time.~~

## **ITEM 2** **BUSINESS EXPERIENCE**

### **Thomas Scott, Chief Executive Officer and Founder**

Thomas Scott is our Chief Executive Officer and Founder, and he has served in this role since June 2022. Mr. Scott is the CEO and Founder of our affiliate Lighting Squad Franchising, LLC in Nashville, Tennessee and he has served in this role since June 2022. Mr. Scott is the CEO and Founder of our affiliate Up Closets Franchising LLC in Nashville, Tennessee, and he has served in this role since June 2022. Mr. Scott served as the co-founder and COO of Clozetivity Franchising LLC, Frost Shades Franchising LLC, Dryer Vent Squad Franchising LLC and Magnetainment Franchising LLC from August 2020 to October 2022. Mr. Scott was the COO, CMO, VP of Franchise Development and owner of Showhomes Home Services Franchising from 2002 to 2009. He is the founder and Chairman of Brand Journalists LLC since 2011.

### **Gwen Gilleland, Chief Financial Officer**

Gwen Gilleland has been the Chief Financial Officer of Dryer Vent Superheroes and Up Closets Franchising LLC since the company's inception in October 2022 and is also an Up Closets franchisee in the Birmingham, Alabama market. Along with her involvement in the franchising industry, Gilleland has also operated as the CFO of Brand Journalists LLC since 2014 and as a fractional CFO and accountant

Interest Charge	18% per annum from due date <u>or maximum allowed by law</u>	As incurred	If you fail to pay us any amount when due, we may charge you interest on the unpaid balance until the payment is received.
Insufficient Funds Fee	\$75	As incurred	If your check is returned or an electronic funds transfer from your bank account is denied for insufficient funds, for each occurrence we may charge you a Non-sufficient Funds Fee.
Successor Agreement Fee	The greater of 10% of the then current Initial Franchise Fee or \$5,000	Before signing successor franchise agreement	Payable to us. See Item 17.
Transfer Fee	The greater of 10% of the then current Initial Franchise Fee or \$5,000 plus costs and expenses (includer broker fees)	Before approval of the transfer	Payable to us. See Item 17.
Initial Training	No charge for initial training for up to 4 individuals. You pay all travel and other related expenses incurred by all trainees. The current fee for replacement trainees is \$300 per person	Travel and related expenses are due as incurred; fees for replacement trainees or additional trainees that cannot be accommodated are due prior to the commencement of training.	Initial training takes place in in Nashville, Tennessee. You must pay the incidental costs of attendance, which include but are not limited to, airfare, transportation, hotel and food costs. Incidental costs are payable to third-party suppliers. Fees for additional trainees are payable to us.  See Item 11.
Advanced Training (Note 5)	A reasonable fee for advanced training, not to exceed \$750 per Advanced Training program. You pay all travel and other related expenses incurred by you and your personnel.	As incurred.	Payable to us. We may offer mandatory advanced training programs, after your Franchised Business begins operation, from time to time.
Field Training Fee	Our then-current trainer per diem rate plus expenses. Our current per diem rate is \$500 per day plus travel and other expenses.	As incurred.	We may impose this fee, payable to us, if you request additional training in your territory from time-to-time, or if you are operating below our System Standards and we

			require you to have additional training. You must also pay all costs of our trainer, which include but are not limited to, airfare, transportation, hotel and meals.
Indemnification (Note 6)	Amount of loss or damages plus costs	As incurred	Payable to us
Reimbursement of legal fees and expenses	Our costs and expenses, including but not limited to attorneys' fees, incurred for your failure to pay amounts when due or failure to comply in any way with the Franchise Agreement.	As incurred	Payable to us
<a href="#">Insurance Reimbursement</a>	Amount paid by us for your insurance obligations plus a 10% administration fee	As incurred	You must reimburse us for any insurance costs we pay, plus a 10% administration fee, on your behalf due to your failure to meet the insurance obligations required by the Franchise Agreement.
Liquidated Damages (Note 7)	An amount equal to the average monthly Royalty Fees paid or owed during the twelve months of operation preceding the effective date of termination multiplied by the lesser of twenty-four months or the number of months remaining in the Franchise Agreement.	Payable within 15 days of termination.	Payable to us.
Taxes	As assessed by Taxing authority	As incurred.	You must reimburse us for any taxes that we must pay to any taxing authority on account of either the operation of your Franchised Business or payments that you make to us, including, but not limited to any sales taxes or income taxes imposed by any authority.

“Opening Date” is the date your Franchised Business begins advertising to the public.

Service Vehicle (Note 4)	\$2,500	\$8,000	As Arranged	As Arranged	For vehicles – paid to supplier
Initial Inventory (Note 5)	\$2,000	\$5,000	As Arranged	As Arranged	Third-party suppliers
Business Licenses and Permits (Note 6)	\$150	\$1,500	As Arranged	As Incurred	Third-party entities
Computer Systems software set up (Note 7)	\$100	\$1,000	As Arranged	As Arranged	Third-party suppliers
Professional Fees (Note 8)	\$500	\$1,500	As Arranged	As Incurred	Third-party legal and accounting firms
Start Up Marketing Fee (Note 9)	\$7,500	\$7,500	Lump Sum via wire transfer	At the Signing of the Franchise Agreement	Franchisor
Insurance (Note 10)	\$500	\$2,500	As Arranged	As Arranged	Third-party suppliers
<del>Operating Expenses</del> / Additional Funds – 3 months (Note 11)	\$10,000	\$50,000	Arranged	As Arranged	Cash reserves in franchisee’s banking account to pay ongoing payroll, suppliers, and vendors.
<b>Total</b>	<b>\$68,750</b>	<b>\$130,000</b>			

### Large Territory

Type of Expenditure	Low Estimate	High Estimate	Method of Payment	When Due	To Whom Payment is Made
Initial Franchise Fee (Note 1)	\$78,000	\$78,000	Lump Sum via wire transfer	At the Signing of the Franchise Agreement	Franchisor
Your Training Expenses (Note 2)	\$500	\$2,500	As Arranged	As Incurred	Third parties for travel and lodging
Equipment and Tools (Note 3)	\$5,000	\$12,000	As supplier/ vendor requires	As incurred	Suppliers/ vendors
Service Vehicle (Note 4)	\$2,500	\$8,000	As Arranged	As Arranged	For vehicles – paid to supplier
Initial Inventory (Note 5)	\$1,500	\$5,000	As Arranged	As Arranged	Third-party suppliers
Business Licenses and Permits (Note 6)	\$150	\$1,500	As Arranged	As Incurred	Third-party entities
Computer Systems and Software Set-up (Note			As Arranged	As Arranged	Third-party suppliers

suppliers. You may elect to purchase, rather than lease, your vehicle. If you plan to purchase your vehicle the cost will be significantly higher than what is listed above. In addition, you will need to have your vehicle customized (outfitted, wrapped and set up for operation) per our System Standards, and these costs are in addition to the purchase price. The estimates above include the cost of a vehicle customization.

5. *Opening Inventory.* You must purchase your initial opening inventory of hardware and basic parts. These can be purchased from vendors we may establish, online, or local hardware stores.

6. *Licenses.* You are responsible for applying for, obtaining, and maintaining all required permits and licenses necessary to operate your Franchised Business. This estimate includes the cost of local business licenses that typically remain in effect for 1 year. This estimate further includes the initial cost of licenses, certifications and/or permits that may be required by you or your employees to provide services offered by the Franchise. The costs of permits and licenses will vary by location. Some states require bonds or minimum capital requirements for licensed contractors, the costs of which are not included in this estimate.

7. *Computer Systems and Software.* You are required to purchase, license, and use the computer system and customer relationship management system and applications that we designate. This estimate includes a desktop computer, iPad with cellular wireless internet access and card readers, and the initial start-up license for our designated business management system (the “Business Management System”). You must also have Internet and other telecommunications equipment and services in accordance with our System Standards to permit electronic transmission of reports and revenue and customer information. We reserve the right to change your requirements for computer hardware and software at any time.

8. *Professional Fees.* You may incur professional fees depending on the scope of work performed, which may include, legal and accounting fees to review franchise documents and costs of forming a separate legal entity. This list is not exhaustive. This amount will vary greatly depending on your specific needs and location. We strongly recommend that you seek the assistance of professional advisors to assist you in evaluating this franchise opportunity, this Disclosure Document and the Franchise Agreement and to review any other contracts that you will enter into as part of starting your Franchised Business.

9. *Start Up Marketing Fee.* You will be required to pay a start-up marketing fee of \$7,500 to us for initial marketing services to be provided by us or our affiliate during the set up and opening of the Franchised Business. This program starts at the time of signing your Franchise Agreement and may continue through the Opening Date of your Franchised Business. The Opening Date is the date your Franchised Business begins advertising to the public. This fee includes the costs of local websites, initial months of customer relationship management (CRM) use and set up, advertising, initial marketing materials, apparel, and first month of marketing with Brand Journalists.

10. *Insurance.* Within 30 days after signing your Franchise Agreement and before your Opening Date, you must purchase and maintain at your sole expense the insurance coverage that we specify. The estimate is for three (3) months of liability insurance coverage, but you may be required by your carrier to pay the full annual premium to begin coverage. Insurance costs and requirements may vary widely in different localities. We reserve the right to change the types of required insurance and coverage minimums as provided in the Franchise Agreement.

11. *Operating Expenses/Additional Funds.* This is an estimate of the amount of additional ~~operating capital funds~~ that you may need to operate your Franchised Business during the first three (3) months after commencing operations. ~~We cannot guarantee that you will not incur additional expenses in starting~~

~~the business that may exceed this estimate.~~ This estimate includes such items as initial payroll, taxes, bank charges, miscellaneous supplies and equipment, initial staff recruiting expenses, additional marketing costs and other miscellaneous items. These estimates do not include any compensation to you or payments on any financing you obtain to start the Franchised Business.

We relied upon the experience of our affiliate-owned Dryer Vent Superheroes outlet to compile these estimates. You should review these figures carefully with a business advisor before making a decision to purchase the franchise.

We do not offer direct or indirect financing or finance any part of your initial investment in the Franchised Business.

All fees and payments are non-refundable, unless otherwise stated or permitted by the payee.

## **ITEM 8**

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

#### **Required Purchases and Approved and Designated Suppliers**

We have developed System Standards and specifications for various services, products, materials and supplies sold by or used in connection with your Franchised Business. You must operate the Franchised Business according to these standards. These System Standards will regulate the types, models, and brands of required equipment, furnishings, fixtures, supplies, inventory, computer hardware and software, and vehicle which you must, use, offer, sell or promote in operating the Franchised Business (“Products”) to be used in operating the Franchised Business. These System Standards will regulate the types, models, and brands of required Products to be used in the operating of the Franchised Business, the Products and services offered to customers and the product categories and designated or approved suppliers of these items, which may be limited to or include us in our sole discretion. We maintain written lists of approved Products s and services (by brand name and/or by System Standards and specifications) and a list of designated suppliers and contractors for those items. We will update these lists periodically and issue the updated lists to all franchisees.

As of ~~February 23~~October 15, 2024, we will designate all Products from suppliers selected in our reasonable discretion of which we give you notice, so long as such Products meet our quality and other specifications. You must provide us with prior written notice before using any vendor or supplier. We reserve the right to reject any vendor or supplier you propose, in our sole discretion. All purchases and leases must meet our System Standards and specifications except as we specify in the Operations Manual, or otherwise in writing. All changes in the specifications for Products shall be communicated to you by supplements to the Operations Manual or otherwise in writing. You shall not place a new order for any Products with a supplier after receiving written notice of changes in the Products’ specifications or that our approval of the supplier has been withdrawn or revoked.

Our affiliate, Brand Journalists, which is owned in part by our officers, is an approved supplier; and the only approved supplier of the services pertaining to Conversational Facebook Marketing. We are the required provider of the job tracking software and Workiz CRM software paid through your Technology Fee contribution. All transactions, including but not limited to, consultations, work orders, estimates, proposals, invoices and all payments including credit card transactions, must take place in the company CRM. As of ~~February 23~~October 15, 2024, we and our affiliates are the only approved suppliers for these services.

*Insurance*

Our affiliate, Brand Journalists, is owned in part by our officers, is an approved supplier and the only approved supplier of the services pertaining to the Conversational Facebook Marketing.

### **Payments to Franchisor from Designated Suppliers**

We intend to negotiate preferred vendor agreements with approved suppliers that we expect will provide favorable pricing and delivery terms to franchisees, as described below. These agreements may pay us revenues based on the volume of franchisee purchases, which may be measured in sales dollars or units sold. These arrangements are not in effect as of February 23, 2024, but we may put them in place in the future. We expect company-owned units to purchase at the same prices and terms as franchised terms from these suppliers.

### **Cooperatives**

We will have the right to require you to participate in a national or regional approved purchasing cooperative for the area in which your Franchised Business operates. We do not have any purchasing or distribution cooperatives in place as of ~~February 23~~[October 15](#), 2024.

### **Negotiated Purchases**

We may negotiate purchase arrangements or discounts for your Franchised Business. Certain of our suppliers may allow you to participate in the volume discounts we receive. However, these volume discounts will extend only to pricing terms and will not include any of the credit terms we have negotiated. We do not otherwise negotiate purchase agreements on behalf of our franchisees or any distribution cooperative, and do not guarantee pricing, credit or other terms for vendors by our franchisees. A particular supplier arrangement may not be available to you as the availability of these arrangements may vary depending on whether the supplier services the area in which your Franchised Business will be located.

### **Material Benefits**

We do not provide any material benefits to you if you obtain goods or services from approved suppliers. We reserve the right not to grant franchises or confer other benefits to any franchisee, for any reason or no reason, which may include the failure of a Franchised Business franchisee to follow and support the Franchised Business system, including its recommended advertising programs and approved supplier programs.

## **ITEM 9 FRANCHISEE'S OBLIGATIONS**

**This table lists your principal obligations under the franchise 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.**

<b>Obligation</b>	<b>Section or Article in Franchise Agreement</b>	<b>Item in Franchise Disclosure Document</b>
a. Site Selection and Acquisition/Lease	8.1	11, 12
b. Pre-Opening Purchase/Leases	8.2, 12.6	7, 11

~~We have filed an application for registration of~~ Licensors has registered the following Marks on the Principal Register of the United States Patent and Trademark Office:

Mark	Registration Number	Registration Date	Register
<b>Dryer Vent Superheroes</b>	7,348,629	April 2, 2024	Principal
	Reg. No. 7,348,796	April 2, 2024	Principal

Licensors has filed all required affidavits in connection with this application and registration.

If anyone institutes or threatens litigation involving any component of the System, including the Marks, against you, you must notify us immediately when you learn about an infringement of or challenge to your use of the Marks and cooperate fully with us in defending or settling the litigation. Licensors and we will take any action we think appropriate and, if you have given us timely notice and are in full compliance with the Franchise Agreement, we will indemnify you for all expenses and damages arising from any claim challenging your authorized use of the Marks. Licensors and we have the right to control any administrative proceedings or litigation involving the Marks licensed by us to you. You must cooperate fully with Licensors and us in defending or settling the litigation. We will have control over the defense and settlement of any administrative proceeding or litigation regarding the System. You also should notify us immediately when you learn about any infringing use of the Marks, any challenge to your use of the Marks, and any use or claim of the right to use any trademark or service mark confusingly similar to the Marks, by any third party.

We reserve the right to substitute different Marks if we can no longer use the current Marks, or if we determine that substitution of different Marks will be beneficial to the System. In such event, we may require you, at your expense, to modify or stop using any Mark, including the Marks, or to use one or more additional or substitute Marks.

You must not directly or indirectly contest Licensors’s right, or our right, to the Marks or other marks.

There are no currently effective material determinations of the United States Patent and Trademark Office, the Trademark Trial and Appeals Board, the Trademark Administration of any state, or any court relating to the Marks. There is no pending infringement, opposition or cancellation. There is no pending material federal or state court litigation involving the Marks or other Marks.

There are no currently effective agreements that significantly limit Licensors’s or our rights to use or license the use of the Principal Marks or other Marks in a manner material to the franchise.

As of the date of this Disclosure Document, we know of no superior prior rights or infringing uses that could materially affect your use of the Mark.

#### ITEM 14

programs that we elect, in our sole discretion, to implement. We may use the survey results, scores and comments from such programs to evaluate whether or not you meet System Standards, are eligible for successor or additional franchises or comply with your Franchise Agreement.

**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.**

Provision	Section in Franchise Agreement	Summary
a. <del>b.</del> Length of the franchise term	Art. 4	Term is ten (10) years
b. <del>c.</del> Renewal or extension of the Term	Art. 5	If you are in good standing as defined below, you can enter into successor franchise agreements for up to two (2) additional five (5) year successor terms for a maximum total of 10 years, unless we have determined, in our sole discretion, to withdraw from your Territory.
c. <del>d.</del> Requirements for franchisee to renew or extend	Sections 5.1 and 5.2	Be in full compliance, have no more than five (5) events of default during current term, provide written notice to us at least ten months before the end of the term, execute a new franchise agreement, pay us a successor agreement fee that is the greater of 10% of the then current initial franchise fee or \$5,000, repair, upgrade or replace the equipment and other Franchised Business assets to meet then- current specifications, execute a general release, comply with then- current qualifications and training requirements, including completion of advanced training, subject to state law.  You may be asked to sign a new Franchise Agreement with materially different terms and conditions than your original Franchise Agreement.
d. <del>e.</del> Termination by franchisee	Not Applicable	The Franchise Agreement does not give you any right to terminate. You may seek termination upon any grounds permitted by law.
e. <del>f.</del> Termination by franchisor without cause	Section 16.7	The Franchise Agreement will terminate automatically upon your death or permanent disability, unless prohibited by law and the Franchise is transferred within six (6) months to a replacement franchisee that we approve.
f. <del>g.</del> Termination by	Article 17	We may terminate only if you default, subject to state law. The Franchise Agreement describes defaults throughout.

franchisor with cause		Please read it carefully.
<u>g.</u> <del>h.</del> “Cause” defined – curable defaults	Section 17.3	You have 10 days to cure non-payments and any other defaults (except for non-curable defaults listed in the Franchise Agreement and described in h. immediately below).
<u>h.</u> <del>i.</del> “Cause” defined - non-curable defaults	Sections 17.1 and 17.2	<p>The Franchise Agreement will terminate automatically, without notice for the following defaults: insolvency; bankruptcy; written admission of inability to pay debts; receivership; levy; composition with creditors; unsatisfied final judgment for more than 15 days; or foreclosure proceeding that is not disclosed within 15 days. We may terminate the Franchise Agreement upon notice to you if you: do not obtain required licenses and permits and/or open the Franchised Business within required time frames;</p> <p>falsify any report to us; fail to operate for a period of 15 consecutive days or more; fail to comply with applicable laws; understate Gross Revenue; fail to comply with insurance and indemnification requirements; attempt a transfer in violation of the Franchise Agreement; fail, or your legal representative fails to transfer as required upon your death or permanent disability; misrepresent or omit a material fact in applying for the Franchise; are convicted or</p> <p>plead no contest to a felony or crime that could damage the goodwill or reputation of the Marks or the System; receive an adverse judgment in any proceeding involving allegations of fraud, racketeering or improper trade practices or similar claim that could damage the goodwill or reputation of the Marks or the System; conceal revenues or maintain false books; create a threat or danger to public health or safety; refuse an inspection or audit by us; use the Marks, copyrighted material or Confidential Information in an unauthorized manner; make an unauthorized disclosure of Confidential Information; fail to comply with non-competition covenants; default in the performance of your obligations two (2) or more times during the term or receive two (2) or more default notices in any 12-month period regardless if they were timely cured; default under any other agreement with us or our affiliate; have insufficient funds to honor a check or EFT two (2) or more times within</p>

		any twelve (12)-month period; or terminate the Franchise Agreement without cause.
<del>i.</del> <del>j.</del> Franchisee's obligations on termination/ non-renewal	Article 18	Upon termination, you must: cease operations; cease to identify yourself as a Dryer Vent Superheroes franchisee; cease to use the Marks; cancel any assumed name registration that contains any Mark; pay us and our affiliates all sums owing; pay us any damages, costs or expenses we incur in obtaining any remedy for any violation of the Franchise Agreement by you, including, but not limited to attorney's fees; deliver to us all Confidential Information, the Operations Manual and all records and files related to your Franchised Business; comply with the non-disclosure and non-competition covenants; sell to us, at our option, all fixtures, equipment, inventory and supplies of your Franchised Business; and assign, at our option, your telephone numbers, directory and internet listings, and social media accounts.
<del>j.</del> <del>k.</del> Assignment of contract by franchisor	Section 16.1.1	No restrictions on our right to assign.
<del>k.</del> <del>l.</del> "Transfer" by franchisee defined	Section 16.3	Any assignment, sale, transfer, gift, devise or encumbrance of any interest in the Franchise Agreement, the Franchised Business, any assets of the Franchised Business, or in the Franchisee (if the Franchisee is a business entity).
<del>m.</del> <del>n.</del> Franchisor approval of transfer by franchisee	Section 16.3	No transfer is allowed without our consent, which we will not unreasonably withhold.
<del>m.</del> <del>n.</del> Conditions for franchisor approval of a transfer	Sections 16.3 and 16.4	Conditions include: our decision not to exercise our right of first refusal; transferee meets our then-current standards for qualifying franchisees; transferee signs our then-current form of Franchise Agreement, which may have materially different terms from your Franchise Agreement; transferee successfully completes our Initial Management Training Program; you have paid us and third-party creditors all amounts owed; you and the transferee sign a General Release in the form of Attachment 3 to the Franchise Agreement; you shall subordinate any claims you have against the transferee to us; our approval of the material terms and conditions of the transfer; and payment of a transfer fee that is the greater of 10% of the then current initial franchise fee or \$5,000 plus the cost of any broker fee or attorney fee.
<del>n.</del> <del>o.</del> Franchisor's right	Section 16.6	You must promptly notify us of any written offer to purchase your Franchise. We have 15 days to exercise our

of first refusal to acquire franchisee's business		first right to buy it on the same terms and conditions, provided that (a) we may substitute cash for any other consideration, (b) we may pay the entire purchase price at closing, (c) our credit is deemed as good as the proposed purchaser, (d) we have at least 30 days to close and (e) you shall give us all customary seller's representations and warranties.
<u>o.</u> <del>p.</del> Franchisor's option to purchase franchisee's business	Section 18.2	Upon termination of the Franchise Agreement, we have the option to purchase your equipment, signs, advertising materials, supplies and inventory at your cost or fair market value, whichever is less.
<u>p.</u> <del>q.</del> Death or disability of franchisee	Sections 16.3, 16.4 and 16.7	The Franchise Agreement will terminate automatically upon your death or permanent disability, unless prohibited by law and the Franchise is transferred within three (3) months to a replacement franchisee that we approve.
<u>q.</u> <del>r.</del> Non-competition covenants during the term of the franchise	Section 19.5.1	You may not: divert, or attempt to divert, customers or referral sources of any Dryer Vent Superheroes outlet (including yours) to any competitor, participate in any capacity, including, but not limited to as an owner, investor, officer, director, employee or agent, in any competing business; do any act that could damage the goodwill of the Marks or System, or disrupt or jeopardize our business or that of our franchisees. Subject to state law.
<u>r.</u> <del>s.</del> Non-competition covenants after the franchise is terminated or expires	Section 19.5.2	For 24 months after the termination of the Franchise Agreement, you may not: divert, or attempt to divert, customers or referral sources of any Dryer Vent Superheroes business (including yours) to any competitor, participate in any capacity, including, but not limited to as an owner, investor, officer, director, employee or agent, in any competing business within 25 miles of your former Dryer Vent Superheroes Territory or within 50 miles of any other Dryer Vent Superheroes office location; do any act that could damage the goodwill of the Marks or System, or disrupt or jeopardize our business or that of our franchisees. Subject to state law.
<u>s.</u> <del>t.</del> Modification of the agreement	Sections 9.4, 14.6, 19.1.4 and 21.4	No oral modifications generally, but we may change the Operations Manual and System Standards at any time. You may be required to implement these changes at your own costs. We have the right to modify our Marks at any time upon written notice to you.
<u>t.</u> <del>u.</del> Integration/merger clause	Section 23.6	Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law) Any representations or promises outside of the disclosure document and Franchise Agreement may not be enforceable. Nothing in any Franchise Agreement is intended to disclaim the express representations made in this Franchise Disclosure

		Document.
<u>u.</u> <del>v.</del> Dispute resolution by arbitration or mediation	Sections 20.1 and 20.2	At our option, claims that are not resolved internally may be submitted to non-binding mediation at our headquarters, and then to binding arbitration, excluding claims related to injunctive relief, anti-trust, the trademarks, possession of the Franchised Business premises and post-termination obligations, subject to Tennessee state law and applicable state law.
<u>v.</u> <del>w.</del> Choice of forum	Section 20.3	Litigation takes place in Tennessee, subject to applicable state law.
<u>w.</u> <del>x.</del> Choice of law	Section 20.3	Tennessee law applies, subject to applicable state law.

See the state addenda to this Franchise Disclosure Document and the Franchise Agreement for special state disclosures.

**ITEM 18**  
**PUBLIC**  
**FIGURES**

We do not currently use any public figures to promote our 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.

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 Franchisor’s management by contacting Thomas Scott, 3212 West End Avenue, Suite 201 Nashville, Tennessee 37203, (615) 483-4923, 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

Column 1 Outlet	Column 2 Year	Column 3	Column 4	Column 5 Net
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territories.

During our last fiscal year, no franchisee has had an outlet terminated, canceled, not renewed, or has otherwise voluntarily or involuntarily ceased to do business under the franchise agreement or has not communicated with us within 10 weeks of the 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.

During the last three fiscal years, no current or former franchisees have signed confidentiality clauses that restrict them from discussing with you their experiences as a franchisee in our franchise system.

There are no trademark-specific franchisee organizations associated with the franchise system being offered in this Franchise Disclosure Document.

## **ITEM 21 FINANCIAL STATEMENTS**

The audited financial statements of our Parent, Home Run Holdings LLC, dated January 16, 2024, are included in included in [Exhibit C](#). [We also include our unaudited financial statements as of September 30, 2024](#). Neither we nor our Parent have been in business for three years or more and cannot include all the required financial statements. Our fiscal year end is October 31. Parent's Guarantee of Performance for our obligations to franchisees is included in [Exhibit C](#).

## **ITEM 22 CONTRACTS**

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

Exhibit B – The Franchise Agreement and all attachments to it Automated Clearing House Payment Authorization; General Release; Transaction Details; Internet Advertising, Social Media, and Telephone Account Agreement; Confidentiality and Non-Compete Agreement; Receipt of Operations Manual and Confidentiality Agreement; Addenda Required by Certain States; Franchise Fee and Territory Description

Exhibit G – Closing Acknowledgment Statements, as permitted by state law. 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.

~~EXHIBIT~~ [Exhibit F](#) – Form of Non-Disclosure and Non-Use Agreement

## **ITEM 23 RECEIPT**

A receipt in duplicate is attached to this Disclosure Document as [Exhibit H](#). You should sign both copies of the receipt. Keep one copy for your own records and return the other signed copy to Thomas Scott, Dryer Vent Superheroes Franchising LLC, 3212 West End Avenue, Suite 201 Nashville, Tennessee 37203, or by scanning a copy of the signed and dated receipt and emailing it to us at [accounting@homerunfranchise.com](mailto:accounting@homerunfranchise.com). We may request that you sign, date and return the receipt by means of DocuSign.

**REMAINDER OF PAGE LEFT BLANK INTENTIONALLY.**

**EXHIBIT A  
STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS**

We intend to register this Disclosure Document as a “license” or “franchise” in some or all of the following states, in accordance with the applicable state law. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, the following are the state administrators responsible for the review, registration, and oversight of franchises in that state:

<b>State</b>	<b>State Agency</b>	<b>Agent for Service of Process</b>
CALIFORNIA	Commissioner of the Department of Financial Protection and Innovation Department of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, California 90013 (213) 576-7505 (866) 275-2677 (Toll Free) www.dfpi.ca.gov Ask.DFPI@dfpi.ca.gov	Commissioner of the Department of Financial Protection and Innovation 2101 Arena Blvd. Sacramento, California 95834
HAWAII	Business Registration Division Department of Commerce and Consumer Affairs 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722	Commissioner of Securities of the State of Hawaii PO Box 40 Honolulu, Hawaii 96810
ILLINOIS	Office of Attorney General Franchise Division 500 South Second Street Springfield, Illinois 62706 (217) 782-4465	Illinois Attorney General 500 South Second Street Springfield, Illinois 62706
INDIANA	Indiana Secretary of State Securities Division 302 West Washington St. , Room E-111 Indianapolis, Indiana 46204 (317) 232-6681	Indiana Secretary of State 302 W. Washington Street Indianapolis, Indiana 46204
MARYLAND	Office of the Attorney General Division of Securities 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360	Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360
MICHIGAN	Michigan Department of Attorney General Consumer Protection Division Antitrust and Franchise Unit 670 Law Building Lansing, Michigan 48913 (517) 373-7117	Michigan Department of Commerce, Corporations and Securities Bureau 670 Law Building Lansing, Michigan 48913 (517) 373-7117
MINNESOTA	Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101-2198 (651) 539-1500	Minnesota Commissioner of Commerce 85 7th Place East, Suite 500 St. Paul, Minnesota 55155

**ADDENDUM TO THE FRANCHISE AGREEMENT PURSUANT TO NORTH  
CAROLINA LAW**

The State of North Carolina has not reviewed and does not approve, recommend, endorse or sponsor any business opportunity. The information contained in this disclosure has not been verified by the State. If you have any questions about this investment, see an attorney before you sign a contract or agreement.

If the seller fails to deliver the product(s), equipment or supplies necessary to begin substantial operation of the business within 45 days of the delivery date stated in your contract, you may notify the seller in writing and demand that the contract be cancelled. (N.C.G.S. §66-95)

IN WITNESS WHEREOF, each of the parties hereto has caused this Addendum to be executed by its duly authorized representative as of the date of the Franchise Agreement.

**FRANCHISOR**

DRYER          VENT  
SUPERHEROES FRANCHISING LLC

By: \_\_\_\_\_ Name: Tit

**FRANCHISEE**

By: \_\_\_\_\_ Name: Tit

**ADDENDUM TO THE FRANCHISE AGREEMENT PURSUANT TO THE  
NORTH DAKOTA FRANCHISE INVESTMENT LAW**

This “Addendum” is made and entered into by and between Dryer Vent Superheroes Franchising LLC, a Tennessee limited liability company (“we”, “our” or “us”), as franchisor and\_\_\_\_\_, a \_\_\_\_ (“you”), as franchisee, to amend and supplement that certain Franchise Agreement that we and you have executed, and is dated as of the same date. The following provisions supersede and control any conflicting provisions of the Franchise Agreement:

1. Any provision of the Franchise Agreement which designates jurisdiction or venue or requires Franchisee to agree to jurisdiction or venue in a forum outside of North Dakota is deleted from the Franchise Agreement. However, the Franchise Agreement provides for arbitration outside North Dakota to be governed by the Federal Arbitration Act.
2. Any provision requiring you to consent to liquidated damages or termination penalties is hereby deleted. Liquidated damages are prohibited by law in the State of

*(Signatures Appear on Following Page)*

IN WITNESS WHEREOF, each of the parties hereto has caused this Addendum to be executed by its duly authorized representative as of the date of the Franchise Agreement.

**FRANCHISOR**

**DRYER VENT  
SUPERHEROES FRANCHISING LLC**

By: \_\_\_\_\_ Name: \_ Tit

**FRANCHISEE**

By: \_\_\_\_\_ Name: \_ Tit

**ADDENDUM TO FRANCHISE AGREEMENT REQUIRED BY SOUTH CAROLINA  
LAW**

If the seller fails to deliver the product, equipment or supplies necessary to begin substantial operation of the business within forty-five days of the delivery date stated in your contract, you may notify the seller in writing and demand that the contract be cancelled.

IN WITNESS WHEREOF, each of the parties hereto has caused this Addendum to be executed by its duly authorized representative as of the date of the Franchise Agreement.

**FRANCHISOR**

**DRYER VENT  
SUPERHEROES FRANCHISING LLC**

By: \_\_\_\_\_ Name: Tit

**FRANCHISEE**

By: \_\_\_\_\_ Name: Tit

**ADDENDUM TO FRANCHISE AGREEMENT  
FOR THE STATE OF SOUTH DAKOTA**

# Dryer Vent Superheroes Franchising LLC

## Profit and Loss

November 2023 - September 2024

	<u>TOTAL</u>
Income MONTHLY FEES Initial Marketing Fees 81,250.00	
<u>Royalties</u>	64,050.00
<u>Technology Fees</u>	45,630.00
<b><u>Total MONTHLY FEES</u></b>	<b>190,930.00</b>
<b><u>Total Income</u></b>	<b>\$190,930.00</b>
<b><u>GROSS PROFIT</u></b>	<b>\$190,930.00</b>
<u>Expenses</u>	
<u>Bad Debt</u>	2,250.00
<b><u>FRANCHISE OPERATIONS FRANCHISE SUPPORT</u></b>	
<u>COO Travel</u>	3,445.86
<u>Franchisee Unit Expenses</u>	
<u>Company Cam &amp; Review Harvest</u>	14,466.13
<u>Dashboard &amp; Reporting</u>	2,541.00
<u>Franchisee Local Site &amp; Press Releases</u>	1,687.50
<u>Initial Marketing Expense</u>	56,171.21
<u>Other Unit Expenses</u>	700.00
<u>SEO and GMB</u>	5,457.00
<u>Workiz Fees</u>	40,119.23
<b><u>Total Franchisee Unit Expenses</u></b>	<b>121,142.07</b>
<u>Graphic Design</u>	1,649.99
<u>Independent Contractors</u>	1,800.00
<u>Marketing &amp; Advertising</u>	686.86
<u>Merchandise &amp; Apparel</u>	366.32
<u>Software Subscriptions</u>	3,922.69
<u>Training</u>	
<u>Field Visits</u>	646.00
<u>Other Training Expense</u>	251.22
<u>Trainers</u>	4,958.81
<u>Training Meals</u>	4,613.30
<u>Training Supplies</u>	28,760.88
<u>Training Travel</u>	1,632.91
<b><u>Total Training</u></b>	<b>40,863.12</b>
<u>Vans &amp; Autos</u>	
<u>Vehicle Fuel</u>	2,910.02
<u>Vehicle Repairs &amp; Maintenance</u>	12,435.14
<b><u>Total Vans &amp; Autos</u></b>	<b>15,345.16</b>
<u>Website &amp; Hosting</u>	608.00
<b><u>Total FRANCHISE SUPPORT</u></b>	<b>189,830.07</b>

# Dryer Vent Superheroes Franchising LLC

## Profit and Loss

November 2023 - September 2024

	<u>TOTAL</u>
<u>OCCUPANCY</u>	
<u>Rent</u>	11,078.87
<b><u>Total OCCUPANCY</u></b>	<b><u>11,078.87</u></b>
<u>OFFICE &amp; ADMIN</u>	
<u>Accounting Software &amp; Subscriptions</u>	1,548.98
<u>Bank &amp; Credit Card Fees</u>	4,566.00
<u>Interest Expense</u>	2,938.44
<u>Office Supplies</u>	1,330.95
<u>Taxes &amp; Licenses</u>	400.95
<b><u>Total OFFICE &amp; ADMIN</u></b>	<b><u>10,785.32</u></b>
<u>PERSONNEL Employee Benefits 401K Match</u>	
	470.84
<u>401K Plan Expense</u>	1,139.35
<u>Health Insurance</u>	4,387.70
<b><u>Total Employee Benefits</u></b>	<b><u>5,997.89</u></b>
<u>Employee Expenses</u>	
<u>Employee Salaries &amp; Wages</u>	165,962.25
<u>Payroll Tax</u>	13,576.49
<b><u>Total Employee Expenses</u></b>	<b><u>179,538.74</u></b>
<u>Fractional Staff</u>	5,000.00
<b><u>Total PERSONNEL</u></b>	<b><u>190,536.63</u></b>
<b><u>Total FRANCHISE OPERATIONS</u></b>	<b><u>402,230.89</u></b>
<b><u>Total Expenses</u></b>	<b><u>\$404,480.89</u></b>
<b><u>NET OPERATING INCOME</u></b>	<b><u>\$ -213,550.89</u></b>
<u>Other Income</u>	
<u>FRANCHISE</u>	
<u>SALES</u>	772,252.01
<u>Franchise Fee Down-payments</u>	
<b><u>Total FRANCHISE SALES</u></b>	<b><u>772,252.01</u></b>
<b><u>Total Other Income</u></b>	<b><u>\$772,252.01</u></b>
<u>Other Expenses</u>	
<u>FRANCHISE DEVELOPMENT</u>	
<u>Conferences &amp; Trade Shows</u>	1,999.00
<u>Development &amp; Testing</u>	3,874.39
<u>Dues &amp; Subscriptions</u>	11,854.08
<u>Fran Dev Advertising</u>	
<u>Brand Content &amp; SEO</u>	3,400.00
<u>Facebook Advertising</u>	904.06
<b><u>Total Fran Dev Advertising</u></b>	<b><u>4,304.06</u></b>

# Dryer Vent Superheroes Franchising LLC

## Profit and Loss

November 2023 - September 2024

	<u>TOTAL</u>
<u>Fran Dev Sales Retainers</u>	
<u>Broker Sales Retainer</u>	<u>25,506.50</u>
<u>Sales Commissions</u>	<u>376,933.85</u>
<b><u>Total Fran Dev Sales Retainers</u></b>	<b><u>402,440.35</u></b>
<u>Fran Dev Travel</u>	
<u>Airfare</u>	<u>3,859.68</u>
<u>Car Rentals &amp; Ride Share</u>	<u>393.18</u>
<u>Hotels</u>	<u>4,982.84</u>
<u>Parking &amp; Tolls</u>	<u>346.00</u>
<u>Travel Meals</u>	<u>374.81</u>
<b><u>Total Fran Dev Travel</u></b>	<b><u>9,956.51</u></b>
<u>Legal &amp; Professional</u>	
<u>Accounting &amp; Audits</u>	<u>5,500.00</u>
<u>FDD State Registrations</u>	<u>1,711.42</u>
<u>Legal Fees</u>	<u>38,871.11</u>
<b><u>Total Legal &amp; Professional</u></b>	<b><u>46,082.53</u></b>
<u>Meals &amp; Entertainment (Clients)</u>	<u>3,137.54</u>
<u>Rent</u>	<u>225.00</u>
<u>Sales Software Subscriptions</u>	<u>1,265.63</u>
<b><u>Total FRANCHISE DEVELOPMENT</u></b>	<b><u>485,139.09</u></b>
<b><u>Total Other Expenses</u></b>	<b><u>\$485,139.09</u></b>
<u>NET OTHER INCOME</u>	<u>\$287,112.92</u>
<u>NET INCOME</u>	<u>\$73,562.03</u>

# Dryer Vent Superheroes Franchising LLC

## Balance Sheet

As of September 30, 2024

	<u>TOTAL</u>
<u>ASSETS</u>	
<u>Current Assets</u>	
<u>Bank Accounts</u>	
DVSH Operating 5189	-1,125.77
<b>Total Bank Accounts</b>	<b>\$ -1,125.77</b>
<u>Accounts Receivable</u>	
Accounts Receivable (A/R)	74,100.00
<b>Total Accounts Receivable</b>	<b>\$74,100.00</b>
<u>Other Current Assets</u>	
Deferred Asset	0.00
Undeposited Funds	0.00
<b>Total Other Current Assets</b>	<b>\$0.00</b>
<b>Total Current Assets</b>	<b>\$72,974.23</b>
<u>Other Assets</u>	
<u>Franchise Fee Receivable</u>	
DVSH Lindsey Puckett #1 - Forsyth & Cherokee GA	23,000.00
DVSH Lindsey Puckett #2 - Fulton County GA	25,000.00
DVSH Lindsey Puckett #3 - Cobb County GA	30,000.00
<b>Total Franchise Fee Receivable</b>	<b>78,000.00</b>
<b>Total Other Assets</b>	<b>\$78,000.00</b>
<b>TOTAL ASSETS</b>	<b>\$150,974.23</b>
<u>LIABILITIES AND EQUITY</u>	
<u>Liabilities Current Liabilities Accounts Payable Accounts Payable (A/P)</u>	
	68,090.92
<b>Total Accounts Payable</b>	<b>\$68,090.92</b>
<u>Other Current Liabilities</u>	
Deferred Revenue	0.00
Initial Marketing Fees Payable	0.00
<b>Total Other Current Liabilities</b>	<b>\$0.00</b>
<b>Total Current Liabilities</b>	<b>\$68,090.92</b>
<b>Total Liabilities</b>	<b>\$68,090.92</b>
<u>Equity</u>	
Opening Balance Equity	0.00

# Dryer Vent Superheroes Franchising LLC

## Balance Sheet

As of September 30, 2024

	<u>TOTAL</u>
<u>Owner Equity</u>	<u>-627.98</u>
<u>Affiliate Funding</u>	
<u>Lighting Squad Funding</u>	<u>2,001.00</u>
<u>Up Closets Funding</u>	<u>-12,925.60</u>
<u>Total Affiliate Funding</u>	<u>-10,924.60</u>
<u>Other Owner Funding</u>	<u>2,750.00</u>
<u>Brand Journalists Funding</u>	<u>-11,468.75</u>
<u>Home Run Funding</u>	<u>77,518.93</u>
<u>Owner Contribution</u>	<u>4,620.99</u>
<u>Owner Pay &amp; Personal Expenses</u>	<u>-71,385.30</u>
<u>Pelican Franchising Funding</u>	<u>-35,474.91</u>
<u>Total Other Owner Funding</u>	<u>-33,439.04</u>
<u>Total Owner Equity</u>	<u>-44,991.62</u>
<u>Retained Earnings</u>	<u>108,992.89</u>
<u>Net Income</u>	<u>18,882.04</u>
<u>Total Equity</u>	<u>\$82,883.31</u>
<u>TOTAL LIABILITIES AND EQUITY</u>	<u>\$150,974.23</u>

**Section 4 – PERSONNEL**

1. Introduction	35
2. Determining Staffing Needs	35
3. The Hiring Process	36
4. Research Your Staff	39
5. Onboarding	39
6. Onboarding Forms	42
7. The Employee Handbook	49
8. Training & Orientation	61
9. Scheduling	62
10. Staff Meetings	63
11. Reviews & Discipline	63

**Section 5 – DAILY OPERATIONS**

1. Introduction	70
2. Hours of Operation	70
3. Operational Tasks	70
4. Executing the Job	71
5. Client Relationships	73
6. Sales Process	74
7. Job Safety	76

**Section 6 – MARKETING**

1. Introduction	80
2. Marketing Strategy	80
3. Guidelines for Using Trademarks	84
4. Corporate Marketing Approval	85
5. Independent Marketing Materials Request	86

**EXHIBIT E**

**NAMES AND ADDRESSES OF FRANCHISEES**

<del>Section 6: Marketing</del>		<del>Page</del>	<del>1</del>
<del>FRANCHISE OPERATIONS MANUAL</del>			

# TABLE OF CONTENTS

## Section 1 – INTRODUCTION TO THE BRAND

1. Greetings From Our Founder	2
2. Meet Dryer Vent Superheroes	3
3. Franchisee Training	4
4. Resources	6
5. Your Responsibilities as a Franchisee	7

## Section 2 – BUSINESS SETUP

1. Business Formation	9
2. Registering the Business	12
3. Franchisee Status	14
4. Establishing an Office	14
5. Banking	15
6. Licenses & Permits	17
7. Required Insurance	17
8. Required Equipment	19
9. Approved Vendors	22
10. Brand Swag & Uniforms	22

## Section 3 – ACCOUNTING & FINANCIAL

1. Introduction	24
2. Accounting Setup	24
3. Managing Payroll & Payroll Taxes	26
4. Financial Reporting	30
5. Franchise Royalties	31

**LIST OF CURRENT FRANCHISEES AS OF OCTOBER 31, 2023**

<p><u>FLORIDA</u>  <u>Daniel Plourde</u>  <u>12925 159th Court</u>  <u>North Jupiter, FL 33478</u>  <u>561-714-7981</u></p> <p><u>GEORGIA</u>  <u>Lindsey Puckett</u>  <u>1081 Walnut Creek Drive</u>  <u>Woodstock, GA 30188</u>  <u>404-435-2208</u></p> <p><u>LOUISIANA</u>  <u>Sophia Giordano-Scott</u>  <u>2020 Ptolemy Street</u>  <u>New Orleans, LA 70114</u>  <u>615-509-3190</u></p>	<p><u>TENNESSEE</u>  <u>Pelican Franchising LLC</u>  <u>3212 West End Avenue, Suite 201</u>  <u>Nashville, TN 37203</u>  <u>615-483-4923</u></p>
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IF YOU BUY THIS FRANCHISE, YOUR CONTACT INFORMATION MAY BE DISCLOSED TO OTHER BUYERS WHEN YOU LEAVE THE FRANCHISE SYSTEM.

~~6.Brand And Marketing Fund Fee~~ — ~~31~~ **LIST OF OUTLETS TRANSFERRED FROM FRANCHISEES TO NEW OWNERS AS OF OCTOBER 31, 2023**

~~7.Filing Required Tax Returns~~ — ~~32~~

*Continued On Next Page*

**Section 4 – PERSONNEL**

~~1.Introduction~~ \_\_\_\_\_ ~~35~~

~~2.Determining Staffing Needs~~ \_\_\_\_\_ ~~35~~

~~3.The Hiring Process~~ \_\_\_\_\_ ~~36~~

~~4.Research Your Staff~~ \_\_\_\_\_ ~~39~~

~~5.Onboarding~~ \_\_\_\_\_ ~~39~~

~~6.Onboarding Forms~~ \_\_\_\_\_ ~~42~~

~~7.The Employee Handbook~~ \_\_\_\_\_ ~~49~~

~~8.Training & Orientation~~ \_\_\_\_\_ ~~61~~

~~9.Scheduling~~ \_\_\_\_\_ ~~62~~

<del>10. Staff Meetings</del>	<del>63</del>
<del>11. Reviews &amp; Discipline</del>	<del>63</del>

## ~~Section 5 – DAILY OPERATIONS~~

None

### LIST OF OUTLETS THAT WERE TERMINATED, CANCELED, NOT RENEWED OR CEASED OPERATIONS FOR OTHER REASONS AS OF AS OF OCTOBER 31, 2023

<del>1. Introduction</del>	<del>70</del>
<del>2. Hours of Operation</del>	<del>70</del>
<del>3. Operational Tasks</del>	<del>70</del>
<del>4. Executing the Job</del>	<del>71</del>
<del>5. Client Relationships</del>	<del>73</del>
<del>6. Sales Process</del>	<del>74</del>
<del>7. Job Safety</del>	<del>76</del>

## ~~Section 6 – MARKETING~~

<del>1. Introduction</del>	<del>80</del>
<del>2. Marketing Strategy</del>	<del>80</del>
<del>3. Guidelines for Using Trademarks</del>	<del>84</del>
<del>4. Corporate Marketing Approval</del>	<del>85</del>
<del>5. Independent Marketing Materials Request</del>	<del>86</del>

None

### LIST OF FRANCHISEES WHO HAVE SIGNED FRANCHISE AGREEMENTS BUT ARE NOT OPEN AS OF OCTOBER 31, 2023

<u>INDIANA</u> <u>Matt Beckman 5050 Talbott Drive, Apt. 831</u> <u>Zionsville, IN 46077</u> <u>317-954-9541</u>
--

IF YOU BUY THIS FRANCHISE, YOUR CONTACT INFORMATION MAY BE  
DISCLOSED TO OTHER BUYERS WHEN YOU LEAVE THE FRANCHISE SYSTEM.

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

## EXHIBIT H

### **ADDENDA REQUIRED BY CERTAIN STATES** **ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT** **PURSUANT TO CALIFORNIA FRANCHISE INVESTMENT** **LAW**

**Registration of this franchise does not constitute approval, recommendation, or endorsement by the Commissioner of the Department of Financial Protection and Innovation.**

1. This Addendum applies to your Franchise Agreement if and only if (i) your Franchised Business is in the State of California, or (ii) you are domiciled in the State of California.

2. 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.

3. The California Business and Professions Code Sections 20000 through 20044 (“CFRA”) provide rights to franchisees concerning termination, transfer or non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the CFRA, the CFRA will control.

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

5. The Franchise Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

6. The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the Franchise and indemnification for the indemnitees’ own negligence and strict liability. These provisions may not be enforceable under California law.

7. Neither we nor any person identified in Item 2 of this Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A 78a et seq., suspending or expelling such persons from membership in such association or exchange.

8. 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 the Franchise Agreement restricting venue to a forum outside the State of California.

9. The Franchise Agreement requires the application of the laws of Tennessee. This provision may not be enforceable under California law.

10. Under Section 20022 of the CFRA, we are obligated to purchase from you, upon a lawful termination or nonrenewal of the Franchise Agreement, at the value of price paid, minus depreciation, all inventory, supplies, equipment, fixtures, and furnishings purchased or paid for under the terms of the Franchise Agreement or any ancillary or collateral agreement by the franchisee from us or our approved suppliers and sources, that are, at the time of the notice of

1

[4894-5455-5816](tel:4894-5455-5816)

termination or nonrenewal, in in your possession or use in the franchise. Certain conditions must be met for this obligation to arise specified in the CFRA. We have the right to receive clear title to and possession of all items purchased from you as a condition of performing this obligation.

| [+](#)

| [4894-5455-5816](#)

| [2](#)

11. 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.

12. Section 31126 of the California Corporations Code requires us to approve or disapprove your franchise application in writing within 60 days of receipt of it. If the application is disapproved, we must include the reasons for disapproval.

13. 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). CFRA 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20044). We are prohibited from modifying the Franchise Agreement or requiring a general release in exchange for any assistance related a declared state or federal emergency under Section 20044 of the CFRA.

14. 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.

15. The financial performance figures do not reflect the costs of sales, operating expenses, or other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your Franchised Business. Franchisees or former franchisees listed in the Disclosure Document may be one source of this information.

16. Any interest rate charged to a California franchisee shall comply with the California Constitution. The maximum interest rate in California is 10% annually. The interest rate shall not exceed either (a) 10% annually or (b) 5% annually plus the prevailing interest rate charged to banks by the Federal Reserve Bank of San Francisco, whichever is higher.

17. California's Franchise Investment Law (Corporations Code sections 31512 and 31512.1) states that any provision of a franchise agreement or related document requiring the franchisee to waive specific provisions of the law is contrary to public policy and is void and unenforceable. The law also prohibits a franchisor from disclaiming or denying (i) representations it, its employees, or its agents make to you, (ii) your ability to rely on any representations it makes to you, or (iii) any violations of the law.

18. The Department has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The Commissioner has imposed a fee deferral condition, which requires that we defer the collection of all initial fees from California franchisees until we have completed all of our pre-opening

obligations and you are open for business. For California franchisees who sign a development agreement, the payment of the development and initial fees attributable to a specific unit in your development schedule is deferred until that unit is open.

19. ~~17.~~The California Franchise Investment Law requires a copy of all proposed agreements relating to the sale of the franchise be delivered together with the Franchise Disclosure Document.

20. ~~18.~~THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF CALIFORNIA. SUCH REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF FINANCIAL PROTECTION AND INNOVATION NOR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

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

**SUPPLEMENTAL DISCLOSURE ADDENDUM FOR PROSPECTIVE FRANCHISEES  
IN THE STATE OF FLORIDA**

**Total Investment**

We do not know the amount of the total required investment in a Franchised Business over the term of the franchise. We do not request, obtain or receive this information from franchisees. We refer you to Item 7 for the known initial investment. Additional capital investments in the Franchised Business will be necessary over the term of the franchise to maintain the Franchised Business according to the System.

**ADDENDUM TO THE DISCLOSURE DOCUMENT  
FOR THE STATE OF HAWAII**

1. 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 COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

2. 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,

### 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:

<b>State</b>	<b>Registration Date</b>
California	Pending
<b>Hawaii</b>	<b>Pending</b>
Illinois	Pending
Indiana	<b>Pending</b> <u>July 10, 2024</u>
Maryland	Pending
Michigan	<b>Pending</b> <u>March 28, 2024</u>
Minnesota	Pending
New York	Pending
North Dakota	<b>Pending</b> <u>June 27, 2024</u>
Rhode Island	<b>Pending</b> <u>January 27, 2024</u>
South Dakota	<b>Pending</b> <u>April 22, 2024</u>
Virginia	Pending
Washington	Pending
Wisconsin	<b>Pending</b> <u>July 10, 2024</u>

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 I RECEIPTS

## RECEIPT OF FRANCHISE DISCLOSURE DOCUMENT

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 Dryer Vent Superheroes Franchising LLC (“Dryer Vent Superheroes”) offers you a franchise we 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. New York requires that we give you this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Iowa requires that we give you this Disclosure Document at the earlier of the first personal meeting or 14 days before you sign a binding contract or pay any consideration. Connecticut and Michigan require that we give you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Dryer Vent Superheroes 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, DC 20580 and to the applicable state agency listed on Exhibit A.

Dryer Vent Superheroes is located at 3212 West End Avenue, Suite 201, Nashville, Tennessee 37203. Its telephone number is (615) 483 – 4923. The franchise seller for this offering is Thomas Scott.

Issuance Date: February 23, 2024, as amended April 2 October 15, 2024

I received a Disclosure Document dated February 23, 2024, as amended October 15, 2024, that included the following Exhibits:

EXHIBIT A: State Administrators and Agents for Service of Process EXHIBIT B: Franchise Agreement including forms of Automated Clearing House Payment Authorization; General Release; Transaction Details; Internet Advertising, Social Media, and Telephone Account Agreement; Confidentiality and Non-Compete Agreement; Receipt of Operations Manual and Confidentiality Agreement; Form of Non-Disclosure and Non-Use Agreement; Addenda Required by Certain States; Franchise Fee and Territory Description EXHIBIT C: Financial Statements EXHIBIT D: Operations Manual Table of Contents EXHIBIT E: Names and Addresses of Franchisees EXHIBIT F: Forms of Closing Acknowledgment EXHIBIT G Addenda Required by Certain States EXHIBIT H: Receipts

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Signature of Prospective Franchisee (for the prospective franchisee and any corporation, partnership or other business entity having or proposed to have an interest in the franchise or any proposed franchised location)

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

## RECEIPT OF FRANCHISE DISCLOSURE DOCUMENT

This Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully. You may return the signed receipt either by signing, dating, and mailing it to Dryer Vent Superheroes Franchising LLC, 3212 West End Avenue, Suite 201, Nashville, Tennessee 37203 or by scanning a copy of the signed and dated receipt to us at [accounting@homerunfranchises.com](mailto:accounting@homerunfranchises.com).

If Dryer Vent Superheroes Franchising LLC (“Dryer Vent Superheroes”) offers you a franchise we 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. New York requires that we give you this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Iowa requires that we give you this Disclosure Document at the earlier of the first personal meeting or 14 days before you sign a binding contract or pay any consideration. Connecticut and Michigan require that we give you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Dryer Vent Superheroes 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, DC 20580 and to the applicable state agency listed on Exhibit A.

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\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Signature of Prospective Franchisee (for the prospective franchisee and any corporation, partnership or other business entity having or proposed to have an interest in the franchise or any proposed franchised location)

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

You may return the signed receipt either by signing, dating, and mailing it to Dryer Vent Superheroes Franchising LLC, 3212 West End Avenue, Suite 201, Nashville, Tennessee 37203 or by scanning a copy of the signed and dated receipt to us at [accounting@homerunfranchises.com](mailto:accounting@homerunfranchises.com).