

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, other than as set forth in this Item 19. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor’s management by contacting Erik Hansen at 1300 Specialty Dr., #100, Vista, CA 92081 and (760) 330-9001, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1 Systemwide Outlet Summary
For Years 2021, 2022 and 2023 ¹

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2021	6	4546	+39+40
	2022	4546	54	+9+8
	2023	54	72	+18
Company-Owned ²	2021	24	0	-24
	2022	0	0	0
	2023	0	6	+6
Total Outlets	2021	30	4546	+15+16
	2022	4546	54	+9+8
	2023	54	78	+24

1. Unless otherwise indicated, all figures in all Tables of this Item 20 are as of December 31 of each year, which is when our fiscal year ends.
2. Company-owned outlets means affiliate-owned outlets.

Table No. 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For Years 2021, 2022 and 2023

State	Year	Number of Transfers
Arizona	2021	1
	2022	0
	2023	0
California	2021	0
	2022	1

States	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Nebraska	0	1	0
Nevada	1	0	0
New Jersey	1	1	0
North Carolina	1	1	0
Ohio	3	1	0
Tennessee	1	2	0
Texas	5	5	0
Utah	3	0	0
Virginia	0	1	0
Total	39	29	5

A list of the names of all franchisees and developers as of December 31, 2023 and their addresses and telephones numbers is provided in Exhibit D to this Disclosure Document.

The name, city, state and current business telephone number (or if unknown, the last known home telephone number) of every franchisee or developer who had a franchise terminated, cancelled, not renewed or otherwise voluntarily or involuntarily ceased to do business under the applicable Agreement during the most recently completed fiscal year, which ended on December 31, 2023, or who has not communicated with us within 10 weeks of the issuance date of this disclosure document is listed on Exhibit D to this Disclosure Document.

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

Some current and former franchisees have signed provisions restricting their ability to speak openly about their experience with our System. You may wish to speak with current and former franchisees but be aware that not all such franchisees will be able to communicate with you.

There are no trademark-specific franchisee organizations that are required to be disclosed in this Disclosure Document.

ITEM 21

FINANCIAL STATEMENTS

We have attached as Exhibit DE to this Disclosure Document (i) our unaudited financial statement as of March 31, 2024, including the balance sheet, statement of income, and statement of member's capital; and (ii) our audited financial statements, including the balance sheet, statement of income, a statement of member's capital, statement of cash flows, and accompanying auditor's notes for the fiscal years 2023, 2022, and 2021.

Our fiscal year end is December 31.

2. The following Risk Factor is added to the “Special Risks to Consider About *This Franchise*” page and to the end of Items 5 & 7:

THE FRANCHISOR HAS A NET WORTH OF \$(46,964) AS OF DECEMBER 31, 2023. ~~Therefore, pursuant to the order of the Hawaii Commissioner of Securities, we have posted a surety bond in the amount of \$[insert amount] from [insert name of the surety bond provider]. The terms of the surety bond will remain in effect~~As a result, for each franchise sold in Hawaii, the State of Hawaii has required us to defer the receipt of initial franchise fees and other payments to us and our affiliates until we have ~~completed~~met all of our ~~initial~~pre-opening obligations ~~to~~and you have opened your franchise business.

3. The following paragraph is added to the end of Items 5 & 7:

We will defer collection of the initial franchise fees you owe us under the Franchise Agreement and you have begun operating the Store. A copy of that surety bond is on file with the Hawaii Department of Commerce and Consumer Affairs. Multi-Unit Development Agreement until you have commenced doing business under the applicable Agreement. The State of Hawaii imposed this deferral requirement due to Franchisor’s financial condition.

ILLINOIS

1. The following language is added to the end of Item 17:

Except for the U.S. Federal Arbitration Act and other federal laws in the U.S., the laws of the State of Illinois will govern the Franchise Agreement and the Multi-Unit Development Agreement.

Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement or Multi-Unit Development Agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a Franchise Agreement or Multi-Unit Development Agreement may provide for arbitration outside of Illinois.

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

Your rights upon termination and non-renewal of a Franchise Agreement or Multi-Unit Development Agreement are subject to sections 19 and 20 of the Illinois Franchise Disclosure Act.

2. 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.

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.

1. Liquidated Damages:

The Item 6 line entitled Liquidated Damages will not be enforced to the extent prohibited by applicable law.

2. Trademarks. The following sentence is added to the end of Item 13:

~~Provided you have complied with all provisions of the Franchise Agreement and Multi Unit Development Agreement applicable to the Marks, we will protect your rights to use the Marks and we also will indemnify you from any loss, costs or expenses from any claims, suits or demands regarding your use of the Marks in accordance with Minn. Stat. Sec. 80C.12 Subd. 1(g).~~

Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statute 80C.12 Subd. 1(G). We will protect your rights to use the Marks or indemnify you from any loss, costs, or expenses arising out of any claim, suit, or demand regarding the use of the name.

3. Renewal, Termination, Transfer and Dispute Resolution. The following is added at the end of the chart in Item 17:

Minnesota Statutes, Section 80C.21 and Minnesota Rules 2860.4400(J) might prohibit us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring you to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document, Franchise Agreement, or Multi-Unit Development 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.

With respect to franchises governed by Minnesota law, we will comply with Minnesota Statutes, Section 80C.14, Subd. 3, 4, and 5, which require (except in certain specified cases) that (i) you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement, and (ii) that consent to the transfer of the franchise will not be unreasonably withheld.

Any release required as a condition of transfer/assignment will not apply to the extent prohibited by applicable law with respect to claims arising under Minn. Rule 2860.4400D.

You cannot consent to us obtaining injunctive relief. You may seek injunctive relief. See Minnesota Rule 2860.4400(J). Also, a court will determine if a bond is required.

In compliance with Minnesota Statute 80C.17 Subd. 5, no action may be commenced pursuant to this section more than three years after the cause of action accrues.

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

1. The following language is added to the end of Item 17:

Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that “A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act. To the extent required by applicable law Rhode Island law will apply to claims arising under the Rhode Island Franchise Investment Act.”

VIRGINIA

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.

1. [The following is added to Items 5 and 7 of the FDD:](#)

[The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement. The Commission also requires us to defer payment of the development fee owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the development agreement.](#)

- ~~2.~~ ~~+~~ The following language is added to the end of the “Summary” section of Items 17(e) and 17(h), entitled “Termination by franchisor without cause” and “‘Cause’ defined – non-curable defaults,” respectively:

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

WASHINGTON

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

1. The following language is added to the end of Items 5 and 7:

Pursuant to the order of the Director of the Department of Financial Institutions, we have posted a surety bond in the amount of \$*[insert amount]* from *[insert name of the surety bond provider]*. The terms of the surety bond will remain in effect until we have completed all of our initial obligations to you under the Franchise Agreement and you have begun operating the

**RIDER TO THE EVERBOWL FRANCHISE, LLC
FRANCHISE AGREEMENT
FOR USE IN HAWAII**

THIS RIDER (this “**Rider**”) is made and entered into by and between **EVERBOWL FRANCHISE, LLC**, a California limited liability company with its principal business address at 1300 Specialty Drive, #100, Vista, California 92081 (“**we**”) and _____ a(n) _____, having its principal business address at _____ (“**you**”).

1. **BACKGROUND.** We and you are parties to that certain Franchise Agreement dated _____, 20____, (the “**Franchise Agreement**”) that has been signed concurrently with the signing of this Rider. In the event of conflict between the terms of the Franchise Agreement and this Rider, this Rider shall govern such inconsistency. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) the Store is or will be operated in the State of Hawaii, and/or (b) you are domiciled in the State of Hawaii.

2. **ACKNOWLEDGMENT.** 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.

3. **CERTAIN FEES.** The following language is added as Section 4.1 (“Initial Franchise Fee”) to the Franchise Agreement:

~~Pursuant to the order of the Hawaii Commissioner of Securities, we have posted a surety bond in the amount of \$[insert amount] from [insert name of the surety bond provider]. The terms of the surety bond will remain in effect until we have completed all of our initial obligations to you under the Franchise Agreement and you have begun operating the Store. A copy of that surety bond is on file with the Hawaii Department of Commerce and Consumer Affairs.~~

Notwithstanding anything to the contrary in this Agreement, we will defer the collection of initial franchise fees you owe us under this Agreement until we fulfill all of our pre-opening obligations to you and your Store is open for business in accordance with the terms of this Agreement.

[SIGNATURE PAGE TO FOLLOW]

**RIDER TO THE EVERBOWL FRANCHISE, LLC
FRANCHISE AGREEMENT
FOR USE IN MINNESOTA**

THIS RIDER is made and entered into by and between **EVERBOWL FRANCHISE, LLC**, a California limited liability company with its principal business address at 1300 Specialty Drive, #100, Vista, California 92081 (“we”) and _____ a(n) _____, having its principal business address at _____ (“you”).

1. **BACKGROUND.** We and you are parties to that certain Franchise Agreement dated _____, 20____, (the “**Franchise Agreement**”) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) the everbowl Store that you will operate under the Franchise Agreement will be located in Minnesota; and/or (b) any of the offering or sales activity relating to the Franchise Agreement occurred in Minnesota.

2. **ACKNOWLEDGMENT.** 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.

3. **NOTIFICATION OF INFRINGEMENT OR CLAIM.** The following sentence is added to the end of Section 8.4 of the Franchise Agreement:

Provided you have complied with all provisions of this Agreement applicable to the Marks, we will protect your right to use the Marks and will indemnify you from any loss, costs or expenses arising out of any claims, suits or demands regarding your use of the Marks in accordance with Minn. Stat. Sec. 80C 12, Subd. 1(g).

4. **RELEASES.** The following is added to the end of Sections 2.5 (“Relocation”), 3.1.4 (“Term and Successor Franchises”) and 13.3.3 (“Our Consent to Transfer”) of the Franchise Agreement:

Any release required as a condition of renewal, sale and/or assignment/transfer will not apply to the extent prohibited by the Minnesota Franchises Law.

5. **NON-RENEWAL AND TERMINATION.** The following is added to the end of Sections 3.2 (“Refusal to Renew Franchise Agreement”) and 16.5 (“Our Right to Discontinue Services to You”) of the Franchise Agreement:

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

6. **INJUNCTIVE RELIEF.** The following sentence is added to the end of Sections 17.1 (“On Expiration or Termination of this Agreement”) and 18.5 (“Arbitration”) of the Franchise Agreement:

[A](#)You cannot consent to us obtaining injunctive relief. We may seek injunctive relief. Also, a court will determine if a bond is required.

7. **LIQUIDATED DAMAGES.** The following sentence is added to the end of Section 17.3 of the Franchise Agreement:

We and you acknowledge that certain parts of this provision might not be enforceable under Minn. Rule Part 2860.4400J. However, we and you agree to enforce the provisions to the extent the law allows.

8. **VENUE; GOVERNING LAW.** The following statement is added at the end of Section 18.6 of the Franchise Agreement:

Nothing in this Agreement will abrogate or reduce any of your rights under Minnesota Statutes Chapter 80C or your right to any procedure, forum or remedies that the laws of the jurisdiction provide.

9. **CONSENT TO JURISDICTION.** The following language is added to the end of Section 18.6 (“Venue; Governing Law”) of the Franchise Agreement:

Notwithstanding the foregoing, Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400(J) prohibit us, except in certain specified cases, from requiring litigation to be conducted outside of Minnesota. Nothing in this Agreement will abrogate or reduce any of your rights under Minnesota Statutes Chapter 80C or your rights to any procedure, forum or remedies that the laws of the jurisdiction provide.

10. **WAIVER OF PUNITIVE DAMAGES; WAIVER OF JURY TRIAL.** The following language is added to the end of Section 18.7 of the Franchise Agreement:

; provided, however, that Minnesota law provides that no action may be commenced under Minn. Stat. Sec. 80C.17 more than 3 years after the cause of action accrues.

11. **MINNESOTA LAW.** Notwithstanding anything to the contrary contained in the Multi-Unit Development Agreement, Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring you to waive your rights to a jury trial or to waive your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction, or to consent to liquidated damages, termination penalties or judgment notes.

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

[SIGNATURE PAGE TO FOLLOW]

RIDER TO THE EVERBOWL FRANCHISE, LLC
FRANCHISE AGREEMENT
FOR USE IN VIRGINIA

THIS RIDER is made and entered into by and between EVERBOWL FRANCHISE, LLC, a California limited liability company with its principal business address at 1300 Specialty Drive, #100, Vista, California 92081 (“we”) and _____ a(n) _____, having its principal business address at _____ (“you”).

1. **BACKGROUND.** We and you are parties to that certain Franchise Agreement dated _____, 20____, (the “Franchise Agreement”) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because the everbowl Store that you will operate under the Franchise Agreement will be located in Virginia.

2. **ACKNOWLEDGMENT.** 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.

3. **CERTAIN FEES.** The following language is added as Section 4.1 (“Initial Franchise Fee”) to the Franchise Agreement:

The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed and delivered this Rider on the dates noted below, to be effective as of the Effective Date of the Franchise Agreement.

FRANCHISOR:
EVERBOWL FRANCHISE, LLC
a California limited liability company

By: _____
Name: _____
Title: _____
Date: _____

IF FRANCHISEE IS A CORPORATION,
LIMITED LIABILITY COMPANY, OR
PARTNERSHIP

FRANCHISEE:

By: _____
Name: _____
Title: _____
Date: _____

IF FRANCHISEE IS AN INDIVIDUAL

Individual Name: _____

Sign: _____
Date: _____

**RIDER TO THE EVERBOWL FRANCHISE, LLC
MULTI-UNIT DEVELOPMENT AGREEMENT
FOR USE IN HAWAII**

THIS RIDER (this “**Rider**”) is made and entered into by and between **EVERBOWL FRANCHISE, LLC**, a California limited liability company with its principal business address at 1300 Specialty Drive, #100, Vista, California 92081 (“**we**”) and _____, a(n) _____, having its principal business address at _____ (“**you**”).

1. **BACKGROUND.** We and you are parties to that certain Multi-Unit Development Agreement dated _____, 20____, (the “**Multi-Unit Development Agreement**”) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Multi-Unit Development Agreement. In the event of conflict between the terms of the Multi-Unit Development Agreement and this Rider, this Rider shall govern such inconsistency. This Rider is being signed because (a) the Store is or will be operated in the State of Hawaii, and/or (b) you are domiciled in the State of Hawaii.

2. **ACKNOWLEDGMENT.** 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.

3. **DEVELOPMENT FEE.** The following is added at the end of Section 2.1 (“Development Fee”) of the Multi-Unit Development Agreement:

Notwithstanding anything to the contrary in this Agreement, we will defer the collection of the Development Fee. Instead paying the Development Fee in lump sum for all the Stores you are required to open under the Development Schedule, you must pay us the Development Fee for each Store as on the date such Store opens of business.

~~Pursuant to the order of the Hawaii Commissioner of Securities, we have posted a surety bond in the amount of \$[insert amount] from [insert name of the surety bond provider]. The terms of the surety bond will remain in effect until we have completed all of our initial obligations to you under the Franchise Agreement and you have begun operating the Store. A copy of that surety bond is on file with the Hawaii Department of Commerce and Consumer Affairs.~~

[SIGNATURE PAGE TO FOLLOW]

**RIDER TO THE EVERBOWL FRANCHISE, LLC
MULTI-UNIT DEVELOPMENT AGREEMENT
FOR USE IN MINNESOTA**

THIS RIDER is made and entered into by and between EVERBOWL FRANCHISE, LLC, a California limited liability company with its principal business address at 1300 Specialty Drive, #100, Vista, California 92081 (“we”) and _____, a(n) _____, having its principal business address at _____ (“you”).

1. **BACKGROUND.** We and you are parties to that certain Multi-Unit Development Agreement dated _____, 20____, (the “Multi-Unit Development Agreement”) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Multi-Unit Development Agreement. This Rider is being signed because (a) your Development Area is located in Minnesota; and/or (b) any of the offering or sales activity relating to the Multi-Unit Development Agreement occurred in Minnesota.

2. **ACKNOWLEDGMENT.** 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.

3. **RELEASES.** The following is added to the end of Sections 8.2 (“Transfer By You”) of the Multi-Unit Development Agreement:

Any release required as a condition of renewal, sale and/or assignment/transfer will not apply to the extent prohibited by the Minnesota Franchises Law.

4. **NON-RENEWAL AND TERMINATION.** The following is added to the end of Sections 3.4 (“Expiration of Development Rights”) and 7 (“Default and Termination”) of the Multi-Unit Development Agreement:

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

5. **INJUNCTIVE RELIEF.** The following language is added to the end of Sections 3.3 (“Failure to Comply with Development Schedule”) and 14.2 (“Arbitration”) of the Multi-Unit Development Agreement is:

You cannot consent to us obtaining injunctive relief. We may seek injunctive relief. A court will determine if a bond is required.

6. **NOTIFICATION OF ACTION OR CLAIM.** The following sentence is added to the end of Section 9.4 of the Multi-Unit Development Agreement:

Provided you have complied with all provisions of this Agreement applicable to the Marks, we will protect your right to use the Marks and will indemnify you from any loss,

cots or expenses arising out of any claims, suits or demands regarding your use of the Marks in accordance with Minn. Stat. Sec. 80C 12, Subd. 1(g).

7. **VENUE; GOVERNING LAW.** The following statement is added at the end of Section 14.3 of the Multi-Unit Development Agreement:

Nothing in this Agreement will abrogate or reduce any of your rights under Minnesota Statutes Chapter 80C or your right to any procedure, forum or remedies that the laws of the jurisdiction provide.

Notwithstanding the foregoing, Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400(J) prohibit us, except in certain specified cases, from requiring litigation to be conducted outside of Minnesota. Nothing in this Agreement will abrogate or reduce any of your rights under Minnesota Statutes Chapter 80C or your rights to any procedure, forum or remedies that the laws of the jurisdiction provide.

8. **LIMITATION OF CLAIMS.** The following language is added to the end of Section 14.5 (“Waiver of Jury Trial”) of the Multi-Unit Development Agreement:

; provided, however, that Minnesota law provides that no action may be commenced under Minn. Stat. Sec. 80C.17 more than 3 years after the cause of action accrues.

9. **WAIVER OF PUNITIVE DAMAGES; WAIVER OF JURY TRIAL.** If and then only to the extent required by the Minnesota Franchises Law, Sections 14.4 (“Waiver of Punitive Damages”) and 14.5 (“Waiver of Trial”) of the Multi-Unit Development Agreement are deleted.

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

[SIGNATURE PAGE TO FOLLOW]

RIDER TO THE EVERBOWL FRANCHISE, LLC
MULTI-UNIT DEVELOPMENT AGREEMENT
FOR USE IN VIRGINIA

THIS RIDER is made and entered into by and between EVERBOWL FRANCHISE, LLC, a California limited liability company with its principal business address at 1300 Specialty Drive, #100, Vista, California 92081 (“we”) and _____ a(n) _____, having its principal business address at _____ (“you”).

1. **BACKGROUND.** We and you are parties to that certain Multi-Unit Development Agreement dated _____, 20____, (the “Multi-Unit Development Agreement”) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Multi-Unit Development Agreement. This Rider is being signed because your Development Area is located in Virginia.

2. **ACKNOWLEDGMENT.** 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.

3. **DEVELOPMENT FEE.** The following language is added to the end of Section 2.1 of the Multi-Unit Development Agreement:

The Virginia State Corporation Commission’s Division of Securities and Retail Franchising requires us to defer payment of the development fee owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the development agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed and delivered this Rider on the dates noted below, to be effective as of the Effective Date of the Franchise Agreement.

FRANCHISOR:
EVERBOWL FRANCHISE, LLC
a California limited liability company

IF FRANCHISEE IS A CORPORATION,
LIMITED LIABILITY COMPANY, OR
PARTNERSHIP

By: _____
Name: _____
Title: _____
Date: _____

FRANCHISEE:

By: _____
Name: _____
Title: _____
Date: _____

IF FRANCHISEE IS AN INDIVIDUAL

Individual Name: _____

Sign: _____
Date: _____