

## FRANCHISE DISCLOSURE DOCUMENT



D-BAT ACADEMIES, LLC  
a Texas limited liability company  
2101 Midway Road, Suite 300  
Carrollton, Texas 75006  
972-398-1000  
[www.DBAT.net](http://www.DBAT.net)  
[www.DBAT.com](http://www.DBAT.com)  
[www.dbatinc.com](http://www.dbatinc.com)  
[www.dbatfranchises.com](http://www.dbatfranchises.com)  
[www.facebook.com/dbatsportsinc](https://www.facebook.com/dbatsportsinc)  
[www.instagram.com/dbatsports](https://www.instagram.com/dbatsports)

The franchise offered is for a baseball and softball training academy and retail pro shop (“Facility”) to be operated under the “D-BAT” trademark.

The total investment necessary to begin operation of a D-BAT<sup>®</sup> Facility ranges from \$536,450 to \$1,031,100. This includes \$106,500 to \$124,000 that must be paid to the franchisor or its affiliate. The total investment necessary to operate a single D-BAT<sup>®</sup> Facility under an Area Development Agreement providing for the development of three Facilities ranges from ~~\$626,450 to \$1,121,100~~ \$581,450 to \$1,076,100. This includes the \$90,000 that must be paid to the franchisor under an Area Development Agreement.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to, 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.**

You may wish to receive your disclosure document in another format that is more convenient to you. To discuss the availability of disclosures in different formats, contact Kyle Griffis at 2101 Midway Road, Suite 300, Carrollton, Texas 75006, (972) 398-1000, [Kyle@dbat.net](mailto:Kyle@dbat.net).

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 an accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as “A Consumer’s Guide to Buying a Franchise,” which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC’s home page at [www.ftc.gov](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: June 5, 2024

**ITEM 7**  
**ESTIMATED INITIAL INVESTMENT**  
**YOUR ESTIMATED INITIAL INVESTMENT**

**D-BAT® Facility Franchise Agreement**

<b>Type of Expenditure</b>	<b>Amount</b>	<b>Method of Payment</b>	<b>When Due</b>	<b>To Whom Payment is to be Made</b>
Initial Franchise Fee <sup>1</sup>	\$45,000	Lump sum	When Franchise Agreement is signed	Us
Lease deposit <sup>2</sup>	\$7,000 to \$20,000	As arranged	As arranged	Landlord
Leasehold improvements <sup>3</sup>	\$100,000 to \$375,000	Lump sum	As arranged	Contractors
Facility Build-out <sup>4</sup>	\$213,000 to \$330,000	As arranged	Before opening	Third parties
Construction Management and On-Site Training Fee	\$6,000	Lump sum	When Franchise Agreement is signed	Us
Computer system(s) <sup>5</sup>	\$15,000 to \$20,000	As arranged	Before opening	Us, third party suppliers
Brochures, press kits and sales collateral <sup>6</sup>	\$2,000 to \$3,000	Lump sum	As arranged	Us, third party suppliers
Signage and graphics (interior and exterior), wall signs and instructional posters <sup>7</sup>	\$17,000 to \$21,000	As arranged	As arranged	Us, third party suppliers
Uniforms <sup>8</sup>	\$250 to \$1,000	Lump sum	As arranged	Us, third party suppliers
Permits and Licenses <sup>9</sup>	\$3,000 to \$5,000	As agency requires	As agency requires	Agency
Insurance <sup>10</sup>	\$500 to \$1,000	As agent requires	Before opening	Insurance Agent
Utility deposits <sup>11</sup>	\$700 to \$1,600	As arranged	Before opening	Utility companies
Travel related expenses during training <sup>12</sup>	\$500 to \$2,000	Lump sum	As incurred	Hotels and restaurants
Initial advertising and marketing products <sup>13</sup>	\$5,000 to \$7,500	Lump sum	As required by media supplier	Us, DBI, third party suppliers
Blue prints, plans and permits <sup>14</sup>	\$8,000 to \$25,000	As arranged	Before opening	Government agencies
Initial pro shop inventory <sup>15</sup>	\$33,000 to \$40,000	As arranged	As arranged	Us, DBI, third party suppliers

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Initial cage usage supplies	\$15,000 to \$23,000	Lump sum	Before opening	Us, DBI, third party suppliers
Furniture, fixtures and equipment <sup>16</sup>	\$14,500 to \$25,000	Lump sum	Before opening	Us, third party suppliers
Legal, accounting and professional fees <sup>17</sup>	\$1,000 to \$5,000	As arranged	As arranged	Your accountant, attorney, and other professionals
Additional funds – 3 months <sup>18</sup>	\$50,000 to \$75,000	As incurred	As incurred	Various
<b>TOTAL</b>	<b>\$536,450 to \$1,031,100</b>			

**Area Development Agreement**

<u>Type of Expenditure</u>	<u>Amount</u>	<u>Method of Payment</u>	<u>When Due</u>	<u>To Whom Payment is to be Made</u>
<u>Development Fee<sup>1</sup></u>	<u>\$90,000 (for the development of three Facilities)</u>	<u>Lump sum</u>	<u>When you sign the Area Development Agreement</u>	<u>Us</u>
<u>Estimated Initial Investment Range<sup>19</sup></u>	<u>\$491,450 to \$986,100</u>	<u>As incurred</u>	<u>As incurred</u>	<u>Individual suppliers</u>
<b><u>TOTAL</u></b>	<b><u>\$581,450 to \$1,076,100</u></b>			

Notes

Note 1. See Item 5 for more information about the initial franchise fee. If you develop two or more Facilities under our Area Development Agreement, you will pay a development fee equaling 100% of the Initial Franchise Fee for the first Facility and 50% of the Initial Franchise Fee for each additional Facility that you commit to develop. The 50% balance of the Initial Franchise Fee for your second and subsequent locations will be due on your execution of the franchise agreement entered into per the terms of your Area Development Agreement. Lower initial franchise fees or development fees may apply to recipients of our veteran’s discount.

Note 2. A typical D-BAT® Facility occupies industrial space ranging from 10,000 to 22,000 usable square feet in a suitable industrial building. The low figure in the chart assumes that the Facility occupies 10,000 square feet, and that you either own the location, or the landlord does not require a deposit, and the high figure assumes that the Facility occupies 22,000 square feet and that a deposit is required.

Note 3. Leasehold improvements include interior build-out costs that will change based on the area and the contractor you select. You must engage your own general contractor or construction manager to build out your site according to our standards and specifications and according to applicable building codes and regulations. General contractor fees will vary for each D-BAT® Facility build out. The low figure in the chart assumes that you are building out a vanilla box (meaning that the HVAC system and all plumbing and electrical work is in place, that the space otherwise qualifies for a certificate of occupancy, and that it needs only to be customized to our standards and specifications) of which approximately 25% has been reserved for office use and 75% for warehouse use. The high figure in the chart assumes that you are

you. The figures in the chart also do not reflect the cost of capital (i.e., brokerage fees or points), life insurance premiums (a life insurance policy may be necessary as a condition to bank financing), or debt service payments during the initial period. To compile these estimates, we relied on our franchisees' experience in constructing and opening their D-BAT Facilities, however our franchisees have not opened Facilities in every market throughout the country and so you may experience a range of costs that differ from those outlined above should you deviate from recommendations, should your particular geographic area or local market or chosen location present conditions that would lead to higher or different range of expenditures than noted above. You should review these estimates carefully with a business advisor or accountant before making any decision to buy a franchise.

Note 19. The estimated initial investment range under the Area Development Agreement table includes the same estimated initial investment range included in the single D-BAT® Facility Franchise Agreement table for the development of a single a D-BAT® Facility, minus the Initial Franchise Fee.

## **ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES**

### Initial and Ongoing Inventory; Promotional Supplies; Brochures and Marketing Materials

You must purchase from us or from designated suppliers (including DBI, in which our officers hold an interest) your requirements of baseball and softball bats, gloves, balls, uniforms, apparel, footwear, and other inventory items to be offered and sold through the pro shop, and must maintain a minimum pro-shop inventory with a wholesale purchase cost of up to \$40,000. Currently, Rawlings/Easton is a designated supplier of pro shop items. You also must purchase from us or from designated suppliers (including DBI) your requirements of promotional materials, marketing materials, brochures, and all D-BAT® branded items. Neither we nor any affiliate is an approved supplier or the only supplier for any other goods or services. Our officers do not own any interest in any other supplier.

### Fixtures, Furniture and Equipment; Computer Systems; Signage

You must purchase, install, and use only fixtures (including token/swipe card operated baseball and softball cages and turf), furnishings, equipment (including pitching machines), computer hardware, and interior and exterior signage and vehicle wraps that meet our standards and specifications, which may include brand requirements. You may purchase products and services for which we have approved or designated suppliers only from our suppliers, unless we permit you to purchase a particular item or service from another source. To request our permission, you must send us a written request for permission, and we will respond within a reasonable time, normally 30 days. We have not adopted formal procedures for issuing and modifying our supplier approval standards. When evaluating a proposed supplier, we generally apply the following criteria, among others: (1) the supplier's ability to produce the item or service and to meet our quality Standards; (2) the supplier's ability to meet supply commitments; (3) the supplier's integrity of ownership (to assure that its association with us would not be inconsistent with our image or damage our goodwill); (4) the supplier's financial stability; and (5) the negotiation of a mutually satisfactory confidentiality agreement and license to protect our intellectual property. We do not charge a fee for our review in determining the qualifications of a particular supplier; however, we do reserve the right to seek reimbursement from you for any out-of-pocket expenses that we may incur.

We will communicate to you our standards and specifications via the confidential operating manuals ("Manuals") that we will provide to you at or before initial training, or otherwise in writing. We may modify our specifications in writing, and may add new specifications in writing.

### Facility Lease

We must approve the location of your Facility. See Item 11 for more information about this process. Your lease must contain the terms reflected in Section 3.C. of the Franchise Agreement.

State	Franchise Agreements Signed But Facility Not Open	Projected New Franchised Facilities in the Next Fiscal Year	Projected New Company-owned Facilities in the Next Fiscal Year
Washington	4	1	0
Wisconsin	1	1	0
Wyoming	2	1	0
Totals	104	38	0

See [Exhibit H](#) for a list of the names, current addresses, and telephone numbers of all our current franchisees. [Exhibit H](#) also includes the names, addresses, and current business telephone number (or if unknown, the last known home telephone number) of any former franchisees who terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during our most recently completed fiscal year or who has not communicated with us within 10 weeks of the issuance date of this Franchise Disclosure Document. If you buy a franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

During the last three fiscal years, we have not signed any confidentiality clauses with any current or former franchisees. There is no trademark-specific franchisee organization associated with this franchise.

## ITEM 21 FINANCIAL STATEMENTS

Attached to this Franchise Disclosure Document as [Exhibit F](#), are the following financial statements:

1. Our unaudited balance sheet as of March 31, 2024 and our statement of profit and loss for the period beginning January 1, 2024 through March 31, 2024; and
2. Our audited balance sheets as of [December 31, 2021](#), December 31, 2022, and December 31, 2023, and the related statements of operations, stockholders' equity and cash flows for our past three fiscal years.

Our fiscal year end is December 31.

## ITEM 22 CONTRACTS

Attached as [Exhibit D](#) to this Franchise Disclosure Document is a copy of the Franchise Agreement and the following attachments to the Franchise Agreement:

### State Specific Addenda

- Attachment A Glossary of Additional Terms
- Attachment B Statement of Ownership Interests
- Attachment C Guaranty and Personal Undertaking
- Attachment D Confidentiality and Nondisclosure Agreement
- Attachment E Electronic Debit and Credit Authorization
- Attachment F Telephone Number Assignment Agreement
- Attachment G Renewal Addendum
- Attachment H Release Amendment to Subsequent Franchise Agreement

Attached as Exhibit E to this Franchise Disclosure Document is a copy of the Area Development Agreement and the following attachments to the Area Development Agreement:

- Attachment A Glossary of Additional Terms
- Attachment B Development Area and Schedule
- Attachment C Entity Information

are met independently without reference to these Additional Disclosures.

**FOR THE STATE OF MINNESOTA**

Minnesota Statute 80C.21 and Minnesota Rule 2860.4400(J) prohibit the franchiser from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statute 80C or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

With respect to franchises governed by Minnesota law, the franchiser will comply with Minnesota Statute 80C.14 Subd. 3-5, which require (except in certain specified cases)

that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the franchise agreement and

that consent to the transfer of the franchise will not be unreasonably withheld.

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

Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release

The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minnesota Rule 2860.4400(J) also, a court will determine if a bond is required.

The Limitations of Claims section must comply with Minnesota Statute 80C.17 Subd. 5.

Item 5 is supplemented by the following:

Based on our current financial condition, the Minnesota Department of Commerce has imposed a financial assurance requirement that requires us to defer your obligation to pay the Initial Franchise Fee due to us under the Franchise Agreement until we have completed all of our pre-opening obligations to you and you have commenced doing business.

Item 7 is supplemented by the following:

Based on our current financial condition, the Minnesota Department of Commerce has imposed a financial assurance requirement that requires us to defer your obligation to pay the Initial Franchise Fee due to us under the Franchise Agreement until we have completed all of our pre-opening obligations to you and you have commenced doing business.

No statement, questionnaire, or acknowledgement 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 with the franchise.

**MINNESOTA AMENDMENT TO FRANCHISE AGREEMENT**

THIS AMENDMENT TO FRANCHISE AGREEMENT (“Amendment”) dated \_\_\_\_\_, 20\_\_\_\_ is intended to be a part of, and by this reference is incorporated into that certain Franchise Agreement (the “Franchise Agreement”) dated \_\_\_\_\_, 20\_\_\_\_, by and between D-BAT Academies, LLC (“ us” or “D-BAT”), a Texas limited liability company, with its principal office in Carrollton, Texas, and \_\_\_\_\_ (“you” or “Franchisee”). Defined terms contained in the Franchise Agreement shall have the identical meanings in this Amendment. Where and to the extent that any of the provisions of this Amendment are contrary to, in conflict with or inconsistent with any provision contained in the Agreement, the provisions contained in this Amendment shall control.

1. Section 6.A. of the Franchise Agreement is deleted and replaced with the following:

“6.A. Initial Franchise Fee. You will pay to D-BAT an Initial Franchise Fee in the amount specified in the Summary Pages on the first business day following the date D-BAT has completed its preopening obligations to you under the Franchise Agreement and the Facility opens for business. You acknowledge and agree that the Initial Franchise Fee is fully earned by D-BAT when paid and is not refundable.”

IN WITNESS WHEREOF, the parties have executed this Amendment on the date first shown above.

**FRANCHISOR**

**FRANCHISEE**

**D-BAT ACADEMIES, LLC**

a Texas limited liability company

a/an

By:

Name:

Title:

Date:

By:

Name:

Title:

Date:

## MINNESOTA AMENDMENT TO AREA DEVELOPMENT AGREEMENT

THIS AMENDMENT TO AREA DEVELOPMENT AGREEMENT (“**Amendment**”) dated \_\_\_\_\_, 20\_\_ is intended to be a part of, and by this reference is incorporated into that certain Area Development Agreement (the “**Agreement**”) dated \_\_\_\_\_, 20\_\_, by and between D-BAT Academies, LLC (“**us**” or “**D-BAT**”), a Texas limited liability, with its principal office in Carrollton, Texas, and \_\_\_\_\_ (“**you**” or “**Franchisee**”). Defined terms contained in the Area Development Agreement shall have the identical meanings in this Amendment. Where and to the extent that any of the provisions of this Amendment are contrary to, in conflict with or inconsistent with any provision contained in the Agreement, the provisions contained in this Amendment shall control.

1. Notwithstanding anything to the contrary set forth in the Agreement, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that a developer be given ninety (90) days’ notice of termination (with sixty (60) days to cure) and one hundred eighty (180) days’ notice for non-renewal of the Agreement.

2. Notwithstanding anything to the contrary set forth in the Agreement, any general release you are required to assent to shall not apply to any liability we may have under the Act.

3. Minn. Stat. Section 80C.21 and Minn. Rule 2860.4400J prohibit the franchisor from requiring litigation to be conducted outside of Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Agreement can abrogate or reduce any of franchisee’s rights as provided for in Minnesota Statutes, Chapter 80C, or franchisee’s rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

4. The first sentence of Section 3.1 of the Development Agreement (Development Fee) is deleted and replaced with the following:

“The Minnesota Department of Commerce requires us to defer payment of the Development Fee owed by Developer, therefore, the Development Fee is due and payable after the Franchisor has completed its pre-opening obligations under Developer’s first Franchise Agreement executed pursuant to this Agreement and the related D-BAT Facility is open for business.”

54. No statement, questionnaire, or acknowledgment signed or agreed to by a developer 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. In the event of any conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall prevail.

64. In the event of any conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall prevail.

[\[Signature Page Follows\]](#)



75. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Act are met independently without reference to this Amendment.

**IN WITNESS WHEREOF**, the parties have executed this Amendment on the date first shown above.

**FRANCHISOR**  
**D-BAT ACADEMIES, LLC**  
a Texas limited liability company

**DEVELOPER**  
\_\_\_\_\_  
a/an \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_