



FRANCHISE DISCLOSURE DOCUMENT

Scenthound Franchising LLC
a Florida limited liability company
1070 E. Indiantown Road, Suite #300
Jupiter, FL 33477
Telephone: (561) 288-3997
info@scenthound.com
www.scenthound.com

We offer Scenthound® franchised businesses which specialize in basic hygiene and routine wellness care for dogs. The services for dogs principally offered by our franchised businesses (each, a “Scenter®”) focuses on five areas of maintenance, namely, Skin, Coat, Ears, Nails, and Teeth.

The total investment necessary to begin operation of one Scenter® ranges from \$318,684 to \$499,469. This amount includes \$100,049 to \$112,669 that must be paid to franchisor or its affiliate(s). If you enter into a multi-unit development agreement with us, the total initial investment necessary to begin operation of two Scenters ranges from \$358,684 to \$542,469. This includes \$140,049 to \$155,169 that must be paid to franchisor or its affiliate(s). The total initial investment necessary to begin operations of four Scenters ranges from \$423,684 to \$607,469. This includes \$205,049 to \$220,169 that must be paid to franchisor or its affiliate(s).

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to, franchisor or 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 for you. To discuss the availability of disclosures in different forms, contact Timothy Vogel, 1070 E. Indiantown Road, Suite #300, Jupiter, Florida 33477 or call (561) 288-3997.

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, DC 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising. There may be laws on franchising in your state. Ask your state agencies about them.

Issuance Date: April 5, 2024

5. Administer the Brand Fund in the manner described in the Franchise Agreement. (FA Sec. 11.2).
6. Make periodic visits, which may be announced or unannounced, to your Scenter for the purposes of determining compliance with the requirements of the Franchise Agreement, for conducting quality assurance audits, and for any other purpose connected with the System only if we deem such necessary in our discretion. (FA Sec. 14.2).
7. Hold periodic conferences, as we deem necessary, to discuss sales techniques, personnel training, bookkeeping, accounting, inventory control, performance standards, advertising programs and merchandising procedures. In the event that such conferences are held, we reserve the right to charge a fee for your attendance at the conference, and you must pay all your travel and living expenses related to your attendance at the conference. We also reserve the right to charge you a penalty fee for failure to attend the conference. These conferences will be held at a location chosen by us. Attendance is mandatory. (FA Sec. 8.4).

Neither the Franchise Agreement, nor any other agreement, requires us to provide any other assistance or services to you during the operation of your Scenter.

Site Selection

You must locate, obtain and occupy the site for your Scenter (the “**Accepted Location**”) on your own initiative and at your own expense. You are responsible for completing and submitting to us for review and approval, the information and materials we designate regarding your proposed site. We will issue our approval or disapproval of your proposed site within 30 days after we receive all of the information and materials we requested. We may not withhold our approval unreasonably. We will not be deemed to have withheld our approval unreasonably if the proposed site fails to meet our then-current standards and specifications, as we determine in our sole and absolute discretion. We will consider the potential client base in the area when deciding whether to issue our approval. Other factors we consider include traffic patterns, visibility and parking. We do not provide assistance conforming your Accepted Location to local ordinances and building codes, obtaining any required permits, constructing, remodeling, decorating and/or hiring and training your employees. If you do not secure an Accepted Location and enter into a binding lease agreement that has been approved by us for such location within 90 days of signing the Franchise Agreement, we may terminate the Franchise Agreement. Under the MUDA, we will approve each Scenter, based on our then current site selection standards, within your Development Area and determine the Designated Territory for each Scenter.

Neither our acceptance of the premises nor any information communicated to you regarding our standard site selection criteria for Scenters nor the specific location of your Scenter will constitute a warranty or representation of any kind, express or implied, as to the suitability of the site for your Scenter. Our acceptance of the proposed site merely signifies that we are willing to grant you a Scenthound franchise at the site. Both you and your landlord shall execute the Franchisor Lease Rider that is attached as Schedule 4 to the Franchise Agreement prior to or at the signing of your lease.

(g) The franchisee breaches the franchise agreement three or more times in a 12-month period, whether or not corrected after notice;

(h) The franchised business or business premises of the franchise are seized, taken over, or foreclosed by a government official in the exercise of his or her duties, or seized, taken over, or foreclosed by a creditor, lienholder, or lessor, provided that a final judgment against the franchisee remains unsatisfied for 30 days (unless a supersedeas or other appeal bond has been filed); or a levy of execution has been made upon the license granted by the franchise agreement or upon any property used in the franchised business, and it is not discharged within five days of such levy;

(i) The franchisee is convicted of a felony or any other criminal misconduct which is relevant to the operation of the franchise;

(j) The franchisee fails to pay any franchise fees or other amounts due to the franchisor or its affiliate within five days after receiving written notice that such fees are overdue; or

(k) The franchisor makes a reasonable determination that continued operation of the franchise by the franchisee will result in an imminent danger to public health or safety.

16.2.2 Termination by Us with Opportunity to Cure. We may terminate this Agreement, after sending you notice and a 60-day opportunity to cure, for any other breach of this Agreement.

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.

ILLINOISCALIFORNIA ADDENDUM TO MULTI-UNIT DEVELOPMENT AGREEMENT

If any of the terms of the Multi-Unit Development Agreement are inconsistent with the terms below, the terms below control.

- ~~1. Capitalized terms used but not defined in this Addendum have the meanings given in the Agreement. The “Illinois Act” means the Illinois Franchise Disclosure Act of 1987.~~
- ~~2. The Multi-Unit Development Agreement is governed by Illinois law.~~
- ~~3. In conformance with Section 4 of the Illinois Act, any provision in the Multi-Unit Development Agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a Multi-Unit Development Agreement may provide for arbitration to take place outside of Illinois.~~
- ~~4. Your rights upon Termination and Non-Renewal are set forth in Sections 19 and 20 of the Illinois Act.~~
- ~~5. In conformance with Section 41 of the Illinois Act, any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Act or any other law of Illinois is void.~~
- ~~6. Payment of Initial Franchise Fees/Development Fees shall be deferred until Franchisor has met its initial obligations to area developer and area developer has commenced its Franchised Business. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to Franchisor’s financial condition.~~
- ~~7. This Addendum is effective as of the Effective Date.~~

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.

DEVELOPER:

SCENTHOUND FRANCHISING, LLC

By: _____

By: _____

Date: _____

Date: _____

ILLINOIS ADDENDUM TO MULTI-UNIT DEVELOPMENT AGREEMENT

If any of the terms of the Multi-Unit Development Agreement are inconsistent with the terms below, the terms below control.

1. Capitalized terms used but not defined in this Addendum have the meanings given in the Agreement. The “Illinois Act” means the Illinois Franchise Disclosure Act of 1987.
2. The Multi-Unit Development Agreement is governed by Illinois law.
3. In conformance with Section 4 of the Illinois Act, any provision in the Multi-Unit Development Agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a Multi-Unit Development Agreement may provide for arbitration to take place outside of Illinois.
4. Your rights upon Termination and Non-Renewal are set forth in Sections 19 and 20 of the Illinois Act.
5. In conformance with Section 41 of the Illinois Act, any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Act or any other law of Illinois is void.
6. Payment of Initial Franchise Fees/Development Fees shall be deferred until Franchisor has met its initial obligations to area developer and area developer has commenced its Franchised Business. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to Franchisor’s financial condition.
7. This Addendum is effective as of the Effective Date.

DEVELOPER: SCENTHOUND FRANCHISING, LLC

By: _____ By: _____

Date: _____ Date: _____

EXHIBIT G TO THE DISCLOSURE DOCUMENT

FRANCHISE DISCLOSURE QUESTIONNAIRE

This Questionnaire does not apply to franchises who intend to operate the Franchised Business in the State of California.

As you know, Scenthound Franchising, LLC and you are preparing to enter into a Franchise Agreement for the operation of a franchised business also called a Scenter. In this Franchisee Disclosure Questionnaire, Scenthound Franchising, LLC will be referred to as “we” or “us.” The purpose of this Questionnaire is to determine whether any statements or promises were made to you that we did not authorize and that may be untrue, inaccurate, or misleading. Please review each of the following questions carefully and provide honest and complete responses to each question.

1. Have you received and personally reviewed Scenthound Franchising, LLC’s Franchise Agreement and each exhibit, addendum, and schedule attached to it?
Yes _____ No _____
2. Have you received and personally reviewed our Disclosure Document we provided to you?
Yes _____ No _____
3. Do you understand that the success or failure of your business will depend in large part upon your skills and abilities, competition from other businesses, interest rates, inflation, labor and supply costs, lease terms, and other economic and business factors?
Yes _____ No _____
4. Has any employee or other person speaking on our behalf made any statement or promise concerning the revenues, profits, or operating costs of a Scenthound business that we or our franchisees operate?
Yes _____ No _____
5. Has any employee or other person speaking on our behalf made any statement or promise concerning a Scenthound business that is contrary to, or different from, the information contained in the Disclosure Document?
Yes _____ No _____
6. Has any employee or other person speaking on our behalf made any statement or promise concerning the likelihood of success that you should or might expect to achieve from operating a Scenter?

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.

EXHIBIT I TO THE DISCLOSURE DOCUMENT

STATE EFFECTIVE DATES

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	<u>May 7, 2024</u>
Hawaii	
Illinois	
Indiana	<u>April 29, 2024</u>
Maryland	
Michigan	May 13, 2023 2024
Minnesota	
New York	
North Dakota	
Rhode Island	<u>April 22, 2024</u>
South Dakota	
Virginia	<u>May 7, 2024</u>
Washington	
Wisconsin	April 12, 2024

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.