

THE PICKLR

Picklr Franchise Inc.
a Utah Corporation
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Kaysville, UT 84037
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www.thepickl.com

FRANCHISE DISCLOSURE DOCUMENT

Picklr Franchise Inc. is offering franchises for the use of the trademark “THE PICKLR” and related trademarks and service marks and logos (“**Marks**”) for the operation of a premier indoor pickleball facility and event center, including court reservations, leagues, tournaments, clinics, private/corporate events, pro shop, simple pre-packaged food and beverages (some facilities may sell alcoholic beverages) and services. (“**Picklr Franchise**”).

The total investment necessary to begin operation of a single Picklr franchise is \$1,252,400 to \$2,077,300. This includes \$100,000 that must be paid to the franchisor, or its affiliate(s).

The total investment necessary to begin operation of a minimum of a three-unit Multi-Unit Development Agreement is \$1,322,400 to \$2,147,300 which includes \$170,000 (~~\$60,000 for the first unit, \$40,000 for the second unit and \$30,000 for the third unit~~) that must be paid to franchisor, or its affiliate(s).

The disclosure document summarizes certain provisions of your Franchise Agreement and other information in plain English. Read this disclosure document and all agreements carefully. You must receive this disclosure document at least 14 days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Franchisor at 559 S. Deseret Drive, Kaysville, UT 84037, or call (801) 725-3041.

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. Information comparing franchisors is available. Call your state agency or your public library for sources of information. More information on franchising, such as “A Consumer’s Guide to Buying a Franchise,” is available from the FTC. You can contact the FTC at 1-877-FTCHELP 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.

The issuance date: May 6, 2026


[Start-Up Advertising and Promotions – At the time you sign a lease, you will pay us \\$38,000 for the Initial digital Advertising Fee and portable rollout pickleball court.](#)

[P Series Program Access – Prior to opening you will pay is \\$2,000 for access to the P Series Programming \(P1 – P4\) that includes lesson plans, assessments and national calendar templates.](#)

**ITEM 6
OTHER FEES**

Type of Fee	Amount	Due Date	Remarks
Royalty Fee [†]	7% of Gross Sales ⁽¹⁾	Due weekly on the Monday following the week in which the Gross Sales incurred	Payable by ACH.
Local Advertising Fund for advertising and related expenditures	The greater of 1% of each month's Gross Sales or \$1,500	Due monthly on the 17 th of each month, commencing on the date the Picklr Franchise opens	Payable to Franchisor by ACH and expended for advertising in Franchisee's local trade area as Franchisor determines. The amount is subject to change upon prior notice to Franchisee, but in no event to greater than 3%.
Monthly Marketing Subscription Box	\$350	Due monthly on the 17 th of each month, commencing on the date the Picklr Franchise opens	Payable by ACH
Initial Digital Advertising Fee	\$3,000	Due monthly	Payable by ACH. Commences on date of opening of Picklr Franchise and continues until Picklr Franchise reaches a 65% membership level.
National Marketing Fee [†]	2% of each months of Gross Sales	Due weekly on the Monday following the week in which the Gross Sales incurred	Payable by ACH. May increase by 0.1% in any 12-month period, up to a maximum of 1% of Gross Sales, unless the Franchise Advisory Council (if formed) consents to a more rapid increase.
Training [†]	\$1,000 per person after the initial two people attend training; plus transportation, lodging, meals and all other personal expenses for each trainee	As incurred	Initial training for up to two people is included in the Initial Franchisee Fee. If Franchisee wishes for more than two persons to attend training or, in Franchisor's sole discretion, persons must attend additional training to be approved to work in the Picklr Franchise, the Franchisee will pay the training fee.
QuickBooks	QuickBooks License –	Before opening	QuickBooks online software is required.

In addition to the Marks in the table immediately above, the Picklr, L.L.C. has filed applications for the following marks with the USPTO:

Mark	Registration or Filing Date	Application or Registration Number	Status
The Picklr wordmark	10/30/2023	98246341	Pending
THE PICKLR 360	08/07/2024	98687184	Pending
PICKLR KA-CHING	03/18/2024	98454554	Pending
	12/10/2025	99541369	Pending

[All required affidavits have been filed.](#)

Franchisor may also use a number of unregistered, common law trademarks. Franchisee must follow Franchisor's rules when Franchisee uses Franchisor's Mark(s). Franchisee may not use any of the Mark(s) alone or with modifying words, designs or symbols as part of a corporate or business name or in any form on the Internet, including but not limited to URLs, domain names, e-mail addresses, locators, links, metatags or search techniques. Franchisee must get Franchisor's prior written approval of Franchisee's company name before Franchisee files any registration documents. Franchisee must indicate, as required in the Franchise Agreement and specified in the Operations Manual, that Franchisee is an independent operator. Guidelines regarding proper trademark use and notices are in the Operations Manual and will be updated periodically in Franchisor's discretion. Franchisee may not use Franchisor's Mark(s) with an unauthorized product or service, or in a manner not authorized in writing by Franchisor.

There are no currently effective material determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state or any court, any pending infringement, opposition or cancellation proceedings or any pending material litigation involving any of Franchisor's Mark(s) which are relevant to the use of these Mark(s). No currently effective litigation affects Franchisor's use or ownership rights in any Mark. No currently effective agreement limits Franchisor's rights to use or license the use of its Mark(s).

Provision	Section in Franchise Agreement	Summary
		Development Agreement, is terminated for any reason, Franchisor shall have the right, but not the obligation, to terminate on immediate written notice to Franchisee or its affiliate: (i) the Multi-Unit Development Agreement, if applicable, and/or (ii) all other Franchise Agreements issued to Franchisee and/or its affiliates.
i. Franchisee's obligations on termination/non-renewal	Sections 11, 13, 15 & 18	Franchisee's obligations include complete de-identification, payment of amounts due and return of the Operations Manual, all Confidential Information, Trade Secrets and records.
j. Assignment of contract by Franchisor	Section 16.1	No restriction on Franchisor's right to assign.
k. "Transfer" by Franchisee – definition	Section 16	Includes transfer of contract or assets or ownership change.
l. Franchisor's approval of transfer by Franchisee	Section 16	Franchisor has the right to authorize all transfers.
m. Conditions for Franchisor's approval of transfer	Section 16	New franchisee qualifies, Franchise Transfer Fee paid, purchase agreement authorized by Franchisor, training arranged, release signed by Franchisee and current franchise agreement signed by new franchisee.
n. Franchisor's right of first refusal to acquire Franchisee's business	Section 17	Franchisor can match any purchase offer and acquire Franchisee's business.
o. Franchisor's option to purchase Franchisee's inventory and equipment	Section 17	Franchisor may, but are not required to, purchase Franchisee's inventory and equipment at fair market value if Franchisee's Picklr Franchise is terminated for any reason.
p. Franchisee's death or disability	Section 16.9	Franchisee's estate or legal representative must apply to Franchisor for the right to transfer to the next of kin within 180 days of Franchisee's death or disability.
q. Non-competition covenants during the term of franchise	Section 15	Franchisee can have no involvement in a competing business (subject to applicable state law) .
r. Non-competition covenants after the franchise is terminated or expires	Sections 15 & 18	No competing business for 2 years within 25 miles of the Picklr Facility, within 25 miles of any of Franchisor's Affiliate owned Picklr Franchises or within 25 miles of any Picklr Clubs: (subject to applicable state law)
s. Modification of agreement	Sections 2.3, 3.3 & 22.10	No modifications of Franchise Agreement during term generally, but the Operations Manual subject to change in Franchisor's discretion.
t. Integration/merger clause	Section 22.5	Only the terms of the Franchise Agreement are binding (subject to state law); Any representations or promises outside of this Franchise Disclosure Document and the Franchise Agreement may not be enforceable.
u. Dispute resolution by arbitration or	Section 21	Except for certain claims, all disputes must be arbitrated in Salt Lake, Utah (subject to applicable state law).

Provision	Section in Franchise Agreement	Summary
mediation		
v. Choice of forum	Sections 21.3 & 22.1	Litigation and arbitration must be in Salt Lake County, Utah, except as provided in a State Specific Addendum (subject to applicable state law).
w. Choice of law	Sections 21.3 & 22.1	Utah law applies, except as provided in a State Specific Addendum (subject to applicable state law).

This table lists important provisions of the Multi-Unit Development and related agreements. Franchisee should read these provisions in the agreements attached to this Franchise Disclosure Document.

Provision	Section in Multi-Unit Development Agreement	Summary
a. Length of the Multi-Unit Development Agreement	Sections 2 & 4	The term of the Multi-Unit Development Agreement will be negotiated by the parties.
b. Renewal or extension of the term	Not Applicable	
c. Requirements for Multi-Unit Developer to renew or extend	Not Applicable	
d. Termination by Multi-Unit Developer	Not Applicable	Subject to state law.
e. Termination by Franchisor without cause	Not Applicable	Not Applicable
f. Termination by Franchisor with cause	Section 7	Franchisor can terminate the Multi-Unit Development Agreement if Multi-Unit Developer is in default. Franchisor can terminate upon certain violations of the Franchise Agreement by Franchisee. If any individual Franchise Agreement issued to Franchisee or any of its affiliates, whether or not issued pursuant to a Multi-Unit Development Agreement, is terminated for any reason, Franchisor shall have the right, but not the obligation, to terminate on immediate written notice to Franchisee or its affiliate: (i) the Multi-Unit Development Agreement, if applicable, and/or (ii) all other Franchise Agreements issued to Franchisee and/or its affiliates.
g. "Cause" defined – defaults which can be cured	Not Applicable	Not Applicable

Provision	Section in Multi-Unit Development Agreement	Summary
h. "Cause" defined – non-curable defaults	Section 7	Non-curable defaults: failure to comply with Development Schedule; failure to comply with any obligations in the Multi-Unit Development Agreement or any Franchise Agreement; termination of Multi-Unit Developer's authorized affiliate; Multi-Unit Developer ceases to be a franchisee in good standing; Multi-Unit Developer fails to comply with the transfer provisions. <u>Franchisor can terminate upon certain violations of the Franchise Agreement by Franchisee. If any individual Franchise Agreement issued to Franchisee or any of its affiliates, whether or not issued pursuant to a Multi-Unit Development Agreement, is terminated for any reason, Franchisor shall have the right, but not the obligation, to terminate on immediate written notice to Franchisee or its affiliate: (i) the Multi-Unit Development Agreement, if applicable, and/or (ii) all other Franchise Agreements issued to Franchisee and/or its affiliates.</u>
i. Multi-Unit Developer's obligations on termination/ non-renewal	Sections 10 & 11	Confidentiality and non-competition.
j. Assignment of contract by Franchisor	Section 8.1	No restriction on Franchisor's right to assign.
k. "Transfer" by Multi-Unit Developer – definition	Section 8.2	Includes transfer of contract or assets or ownership change.
l. Franchisor's approval of transfer by Multi-Unit Developer	Section 8.2	Franchisor has the right to authorize all transfers
m. Conditions for Franchisor's approval of transfer	Section 8.2	Multi-Unit Developer is current on all payments to Franchisor, Multi-Unit Developer is not in default, Multi-Unit Developer signed general release, Transfer Fee paid, transferee is authorized, transferee signs current Multi-Unit Development Agreement, etc. (See also r, below).
n. Franchisor's right of first refusal for Multi-Unit Developer's development rights and/or ownership interest	Section 8.2(e)	Franchisor can match any bona fide offer for Multi-Unit Developer's development rights and/or ownership interest

**ITEM 18
PUBLIC FIGURES**

Tyler Loong

Tyler Loong, a top 5 pickleball athlete, is an owner in Picklr Inc. While Franchisor does not directly provide Mr. Loong with any compensation or other benefits arising from the use of his name or likeness, or from his endorsement or recommendation of the franchise to prospective franchisees, Mr. Loong will be involved in promoting the sale of Picklr Franchises. As such, Mr. Loong may benefit directly or indirectly from the fees paid by franchisees to Franchisor. Mr. Loong does not own any interest in Franchisor, and is not involved in the management or control of Franchisor.

Drew Brees

Drew Brees is a former football quarterback who played in the National Football League for 20 years. Mr. Brees is an ambassador for the Franchisor to promote the brand and its mission to provide state-of-the-art sports facilities of all ages and skills levels. Mr. Brees received a payment of \$120,000 in 2024, fifteen percent (15%) of the National Marketing Fee collected from Picklr franchisees and up to 100,000 shares of Series A Stock subject to a vesting schedule.

**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-operated 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.

Some outlets have earned this amount. Your individual results may differ. There is no assurance that you will earn as much.

The following table represents the historical performance of the twelve (12) Picklr Franchises all of which had been open for at least one full year. The remaining forty-four (44) franchised outlets were not open for at least one full year and were therefore excluded. [None of the excluded outlets were open for less than one full year.](#)

Gross Sales	Dollar Amount
High	\$1,843,170
Average	\$962,734
Median	\$938,176
Low	\$498,014

List of Former Franchisees as of December 31, 2025:

FRANCHISEE ENTITY	FRANCHISEE	PHONE	ADDRESS	CITY	ST	ZIP
The Pickleball Guild II, LLC*	Kraig Langheinrich	720-474-5919	7586 W. Thunderbird Road	Peoria	AZ	85381
Waymor Sports+	Cory Ellis & Jay Sartori	512-788-8324	1555 S. Lake Street	Mundelein	IL	60060
Waymor Sports+	Cory Ellis & Jay Sartori	512-788-8324	740 S. Illinois Rte 59	Naperville	IL	60540
Waymor Sports+	Cory Ellis & Jay Sartori	512-788-8324	270 W. North Avenue	Villa Park	IL	60181
Dink Dynasty, LLC	Ryan Barker/Jeremy Scott/Shankar Gopal/Chad Maulsby*	469-207-0750	3803 Clearlight Road	McKinney Celi na	TX	75009
Waymor Sports**+	Cory Ellis & Jay Sartori	512-788-8324	467 87 th Lane NE	Blaine	MN	55434
Waymor Sports+	Cory Ellis & Jay Sartori	512-788-8324	3700 Plank Road	Fredericksburg	VA	22407

*Transfer to New Owner

**Reacquired by Franchisor

+ Multi-Unit Owner

MARYLAND

AMENDMENTS TO FRANCHISE DISCLOSURE DOCUMENT, FRANCHISE AGREEMENTS AND SUPPLEMENTAL AGREEMENTS

Item 17 of the FDD and the Franchise Agreement are amended to state: “The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.”

Representations in the Franchise Agreement are not intended to, nor shall they act as, a release, estoppel, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

Item 17 of the FDD and sections of the Franchise Agreement are amended to state that Franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the Franchise.

The Franchise Agreement and/or Multi-Unit Development Agreement are amended to state that the franchise agreement and/or multi-unit development agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

No statement, questionnaire, or acknowledgement signed or agreed to by 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 Franchisor, any franchise seller, or any other person acting on Franchisor’s behalf. This provision supersedes any other term of any document executed in connection with the franchise.

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.).

ITEM 5 of the FDD, Section 5.1 of the Franchise Agreement and Section 3 of the Multi-Unit Development Agreement are amended by adding the following language:

“Based upon franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, we posted a surety bond in the amount of ~~\$149,000.00~~ \$170,000.00 A copy of the bond and its rider are attached to this Addenda.”

Exhibit ~~I~~ J – Statement of Franchisee is hereby deleted in its entirety.

Sections 1 and 23 the Franchise Agreement is hereby deleted in their entirety.

Section 23 of the Multi-Unit Development Agreement is hereby deleted in its entirety.

14. THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

15. THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND FRANCHISEE.

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[SURETY BOND ON FOLLOWING PAGE]

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
California	
Hawaii	
Illinois	
Indiana	<u>May 8, 2026</u>
Maryland	
Michigan	March 16, 2026
Minnesota	
New York	
North Dakota	<u>May 8, 2026</u>
Rhode Island	May 20, 2026
South Dakota	May 8, 2026
Virginia	
Washington	Pending
Wisconsin	May 8, 2026

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.