

# HobbyTown USA® Ownership Application

What first prompted you to inquire about the HobbyTown USA® Franchise Ownership opportunity?

- Internet Search   
  Direct Mail   
  HobbyTown USA® Customer   
  HobbyTown USA® Website   
  Industry Referral   
  Trade Show

## Contact Information

FIRST NAME \_\_\_\_\_ MIDDLE NAME \_\_\_\_\_ LAST NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

HOME PHONE \_\_\_\_\_ CELL PHONE \_\_\_\_\_ WORK PHONE \_\_\_\_\_

Are you married?  Yes  No (If Yes, Spouse's Name?) \_\_\_\_\_

Do you have any dependents?  Yes  No (If Yes, what are their names & ages?) \_\_\_\_\_

What city and state would you like to open a store in? \_\_\_\_\_

When are you planning on opening? \_\_\_\_\_

## Employment

Are you:  Self Employed or  Employed (If so, please complete the information below)

NAME OF COMPANY/EMPLOYER \_\_\_\_\_

POSITION \_\_\_\_\_

TYPE OF BUSINESS \_\_\_\_\_

Are you:  Unemployed or  Retired

## Financial Information

Total Liquid Assets available (e.g. cash, stocks, bonds, mutual funds) A \$ \_\_\_\_\_ .00

Retirement Funds (e.g. 401(k)) B \$ \_\_\_\_\_ .00

Total Tangible Assets (e.g. house, car, business, etc.) C \$ \_\_\_\_\_ .00

Total Assets D \$ \_\_\_\_\_ .00 (Add A + B + C)

Total Liabilities (e.g. mortgages, loans, etc.) E \$ \_\_\_\_\_ .00

Total Net Worth: Total Assets minus Total Liabilities F \$ \_\_\_\_\_ .00 (Subtract E from D)

MINIMUM \$150,000 NET WORTH REQUIRED

Is your Credit Score above 700?.....  Yes  No

## Personal Information

1. Have you ever filed for bankruptcy protection? If yes, identify discharge date: \_\_\_\_\_  Yes  No

2. Have you ever been convicted of a felony?.....  Yes  No

3. Have you ever been convicted of a misdemeanor involving theft, dishonesty or moral turpitude? If yes, please explain:.....  Yes  No

4. Have you ever owned or managed a business?.....  Yes  No

5. What are you and/or your spouses' hobbies/interests? \_\_\_\_\_

## Other

1. Are you a United States citizen? If no, what country? \_\_\_\_\_  Yes  No

2. I have enough income to maintain my current lifestyle without spending funds allocated for development of my franchise until opening.....  Yes  No

3. Will you have other owners/partners? If yes, partner's name\*: \_\_\_\_\_  Yes  No  
\* If yes, please have them complete a separate application and submit together.

## Signature

I understand that the acceptance of this Franchise Application by Hobby Town Unlimited Inc. (collectively "HobbyTown") does not constitute the grant of a franchise. I understand that HobbyTown grants franchises only by executing written franchise agreements. By signing below, I authorize HobbyTown and its assigns to start an investigative consumer report (including information as to my character, general reputation, personal characteristics and mode of living) and credit investigation based on the information voluntarily provided by me and warrant that all information provided is true and accurate. I understand that I have a right to request that HobbyTown make a complete and accurate disclosure of the nature and scope of such investigation. HobbyTown may obtain my credit report in connection with this application. This is my authorization to credit reporting agencies, bank(s), creditors and suppliers to release to HobbyTown, and to HobbyTown to release to such parties, all information requested regarding my depository, loan or other credit information including, without limitation, financial information, by telephone or in writing as part of the normal credit evaluation process. I release my bank(s), creditors, suppliers and HobbyTown from all liability with respect to the release of any such requested information. Authorization is granted to use photo or fax copies of my signature to obtain information. If I am requesting that HobbyTown make a credit determination based on my creditworthiness combined with any co-applicants, I authorize HobbyTown to discuss any derogatory credit items with such co-applicants. I understand that HobbyTown may, at any time, require that I sign an updated application or provide updated information.

I acknowledge that I have read, and hereby agree to be bound by the Confidentiality and Non-Disclosure provisions which appear on the second page of this Application.

If so, please check "I Agree"  
 I Agree

DATE

PRINT NAME (FIRST, MIDDLE, LAST)

SIGNATURE IN INK

# Confidentiality and Non-Disclosure

The individual who has signed the application on the reverse hereof ("Applicant") has applied to become a franchisee of HobbyTown Unlimited, Inc ("HobbyTown") and, in connection with the application process, may become privy to certain information regarding the business of HobbyTown and its affiliates and its franchisees which HobbyTown classifies and protects as confidential and proprietary (the "Information"). HobbyTown is willing to divulge such information (as and to the extent it deems appropriate in connection with the Applicant's application) only if the Applicant agrees to protect the confidentiality of such Information. In consideration of the disclosure of Information, Applicant agrees to the following terms and conditions:

- 1. Confidentiality.** Applicant on behalf of itself and its affiliates, employees, officers and directors, agrees to maintain as confidential all Information disclosed to it. Applicant shall not, directly or indirectly, disclose any such Information to any third party without HobbyTown's prior written consent, nor shall Applicant use any Information for its own benefit (except for the purpose of the discussions contemplated by this Agreement) or for the benefit of any third party. The dissemination of Information by Applicant within its own organization shall be limited to those employees and consultants whose duties justify the need to know such Information.
- 2. Return of Information.** Applicant shall return to HobbyTown within ten (10) days of written request therefor, all Information, together with any and all copies thereof.
- 3. No Rights in Information.** Neither this Agreement nor the disclosure of Information shall be deemed, by implication or otherwise, to vest in Applicant any rights in the Information or any other trade secrets or property of HobbyTown.
- 4. Breach.** Any breach of any provision hereof will be theft of HobbyTown trade secrets, and will cause irreparable harm and damage to HobbyTown. HobbyTown shall be entitled to enjoin any actual or threatened violation of any of the provisions in this Agreement. In addition to injunctive relief, HobbyTown may recover damages from Applicant for any loss caused by any violation of the provisions of this Agreement (including violations by third parties to whom Applicant discloses Information). In any action brought to enforce any of the provisions of this Agreement, HobbyTown shall be entitled to reasonable attorney fees and costs.
- 5. Law.** This Agreement is made under, and shall be construed and enforced in accordance with, the laws of the State of Nebraska. The parties agree that the exclusive venue for disputes between them shall be in the District Court for the City & County of Lincoln, Nebraska, or the United States District Court for the District of Nebraska, and the parties each waive any objection they may have to the personal jurisdiction of, or venue in, such courts.
- 6. Severability.** Any provision hereof which may prove unenforceable under any law or by any court shall not affect the validity of any other provision hereof.