

FRANCHISE DISCLOSURE DOCUMENT

LIGHT YOUR NIGHT

LIGHT YOUR NIGHT, LLC

420 N. Penn Street

Spring City, PA 19475

610-324-2184

<https://ihatechristmaslights.com/>



We sell franchises for the right to establish and operate your own Light Your Night, LLC under the distinctive format and System and Marks described below (collectively the “Light Your Night, LLC franchise”). We will franchise and grant you the right to establish and operate your Light Your Night, LLC franchise business within a Protected Territory pursuant to the terms of our Franchise Agreement (“Franchise Agreement”) in the manner we prescribe in the Franchise Agreement.

The total investment necessary to begin operation of a Light Your Night franchise is \$115,500 to \$345,500 (See Item 7) This includes \$30,000 to \$65,000 that must be paid to the franchisor or affiliate.

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 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 Light Your Night, LLC at 420 N. Penn Street, Spring City, PA 19475 and 610-324-2184

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 such as 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 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, January 1, 2023

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ITEM 1

THE FRANCHISOR, ITS PREDECESSORS AND AFFILIATES

To simplify the language in this offering circular the terms "Franchisor", or "we" refers to Light Your Night, LLC. The terms "we" and "Franchisor" do not include you, the "Franchisee." We refer to the purchaser(s) of the franchise, the Franchisee, as "you." whether an individual, a partnership, corporation, or other limited liability company.

The Franchisor, Its Predecessors and Affiliates

Light Your Night, LLC was started in 2018 in Montgomery County, Pennsylvania. Light Your Night, LLC has serviced over 600 residential dwellings and commercial businesses since its origination. Franchisor's principal business address is 420 N. Penn Street, Suite 2, Spring City, Pennsylvania, 19475. Franchisor does business under the name Light Your Night with franchises offered by this Offering Circular. Franchisor only offers franchises which operate under the Light Your Night name and marks. We have been offering franchises for the type of business being offered in this offering circular since January 1, 2023.

In addition to offering franchises, we have operated a home services business of the type being offered in this offering circular since June 2018.

The Franchise Offered

We sell franchises for the right to establish and operate your own Light Your Night, LLC under the distinctive format and System and Marks described below (collectively the "Light Your Night, LLC franchise"). We will franchise and grant you the right to establish and operate your Light Your Night, LLC franchise business within a Protected Territory pursuant to the terms of our Franchise Agreement ("Franchise Agreement") in the manner we prescribe in the Franchise Agreement. A copy of the Franchise Agreement is available to all interested parties who execute a Confidentiality/Nondisclosure Agreement.

THE FRANCHISE SYSTEM AND PROPRIETARY MARKS

Light Your Night, LLC is distinguishable from other similar businesses by its employees who meet the highest levels of standards and qualifications; including professionally designed lessons, custom built revenue reporting software; procedures for management and quality control; marketing, advertising, and accounting systems; training and assistance (collectively, the "System"). You will operate the business under the service mark and trade name Light Your Night, LLC and other trade names, trademarks and service marks we specify now or in the future for use in connection with the System (collectively, the "Proprietary Marks").

Market & Competition

The market for exterior holiday lighting services is developing and becoming competitive. As a Franchisee, you will be competing with other exterior holiday lighting services offering similar services, including but not limited to: independents, franchises, and chains. The marketing differentiation of Light Your Night, LLC is found in its systems, operations, experience, and relationships established over the last decade.

Industry Specific Regulations

In addition to the laws for regulations specific to exterior holiday lighting services, your Light Your Night, LLC franchise may be subject to various federal, state and local laws, and regulations affecting the business, including federal, state and local licensing, permits, zoning, EPA, OSHA, land use, construction regulations and various health, sanitation, safety and fire standards. Your franchise may be subject to various state laws requiring, or regulating the form and content of weights and measures and various other regulations. You are also subject to employment laws such as the Fair Labor Standards Act and various state laws governing such matters as minimum wages, overtime and working conditions. In addition, your franchise will be subject to other laws or regulations that are not specific to the preschool health & fitness industry, but applicable to businesses generally.

ITEM 2 BUSINESS EXPERIENCE

The following is a list of our directors, principal officers, and other executives who will have management responsibility in connection with the franchises offered under this offering circular and their principal occupations and employers during the past five years.

Officer/Director/CEO: Colby Davis

Chief Technology Officer/Chief Marketing Officer: Brandon Roman Cruz

Director of Client Relations/Executive Account Supervisor: Alyssa Davis

ITEM 3 LITIGATION

Neither the Franchisor nor any individuals identified in Item 2 of this disclosure document has, at any time been convicted of a felony or pleaded nolo contendere to a felony charge if the felony involved fraud, embezzlement, fraudulent conversion, misappropriation of property, or restraint to trade. Franchisor has not, at any time been held liable in a civil action resulting in a final judgment, or settled out of court any civil action, or is a party to any civil action involving allegations of fraud, embezzlement, fraudulent conversion, misappropriation of property, or restraint of trade, which was

brought by present or former Franchisees and which involves or involved the franchise relationship.

ITEM 4 BANKRUPTCY

Neither the Franchisor or any individual identified in Section 2 of this disclosure document has filed for bankruptcy, been adjudged as bankrupt, has reorganized due to insolvency, or been a principal, director, executive or partner of any other person or company that has so filed or was so adjudged or reorganized during or within one (1) year after the period that such person held such position in such other person or company.

ITEM 5 INITIAL FRANCHISE FEE

Initial Franchise Fee. In consideration for the rights to run a Light Your Night, LLC franchise, you will be responsible to pay the Franchisor a \$30,000.00 - \$60,000.00 Initial Franchise Fee (the exact amount to be negotiated in the Franchise Agreement), which will be paid in full when you sign the Franchise Agreement. The Initial Franchise Fee is deemed fully earned upon payment and is non-refundable.

ITEM 6 OTHER FEES

The following table describes other fees recurring or isolated fees or payments that you must pay to us or a third-party these fees are non-refundable.

NAME OF FEE	AMOUNT	DUE DATE	REMARKS
Royalty Fee	8% of Gross Sales	Monthly	See Note 1
Advertising Fee	2%	As Incurred	See Note 2
Insurance	Paid Individually	Yearly	See Note 3
Accountant	Paid Individually	As Incurred	See Note 4
Rent	Paid Individually	As Incurred	See Note 5
Payroll	Paid Individually	As Incurred	See Note 6
Loan Payment	Optional	Monthly	See Note 7
Inventory	Varies on # of Employees	As Incurred	See Note 8
Taxes	Paid Individually	As Required	See Note 9
Uniform Costs	Vary as needed	As Incurred	See Note 10
Website Management	\$500.00 - \$1000.00	Yearly	
Inventory and Software	\$50.00 - \$150.00	Monthly	
Marketing and SEO	Varies on Territory Size	As Required	

NOTES:

Note 1. Royalty Fee.

You must pay us a Royalty fee equal to 8% of the Gross Sales generated by your Light Your Night, LLC franchise. ("Royalty"). "Gross Sales" is defined as all sales of every kind and nature made at or from any Light Your Night, LLC' class or event less applicable sales tax and refunds. We must receive your payments on or before the seventh (7th) day of the month following the month during which such Gross Sales are recorded. Each Franchisee must send Light Your Night, LLC, their monthly revenue report by the fifth (5th) day of the month following the month during which such Gross Sales are recorded using the Light Your Night, LLC revenue report. Failure to remit royalty payments or royalty revenue reports by the dates specified above may result in the forfeiture of your Light Your Night, LLC franchise.

Note 2. Advertising Fee. There will be a 2% Advertising Fee associated with the Gross Sales generated by your Light Your Night, LLC franchise. ("Franchise Fee"). The Franchisor has the right to approve all advertising material prior to its use.

Note 3. Insurance. You are required to have insurance that includes but is not limited to; workers' compensation, general liability (minimum \$1,000,000.00) and, if borrowing money, a loan agreement.

Note 4. Accountant. This is an optional cost as an accountant is required. You must maintain accurate business records, reports, accounts, books and data relating to the operation of the business in order to adequately calculate taxes and Royalty fee. If the Franchisee does not have an accountant, Light Your Night, LLC. can refer one.

Note 5. Rent. The rental of a building or office space is not required as part of a Light Your Night, LLC. Franchise. However, a suitable building for storing activities, conducting staff meetings, and creating invoices, etc. is highly recommended. Rental property pricing can vary depending upon the market, location, condition, and size of the facility.

Note 6. Payroll. The payroll costs will vary depending upon number of employees you have on staff. At franchisee's discretion, franchisee can employ staff, as needed, upon the terms and conditions acceptable to franchisee and prospective staff. You will start with a minimal staff and then increase as business grows. Other incentives can be included based upon performance and sales. Hourly rate can vary depending upon the market.

Note 7. Loan. If you borrow money (optional) then you will pay lender a monthly payment based upon term and amount of the loan as set forth in the loan agreement.

Note 8. Inventory. You will purchase inventory as necessary to meet the demands of your customers. The amount and frequency of such purchases will depend upon the

amount of business occurring, and the number of employees that are taking part in the Franchisee's Light Your Night, LLC Program.

Note 9. Taxes. You will be required, by local, state and federal agencies to pay taxes based upon sales, employees, profits, etc. This can be on a monthly, quarterly, yearly, or other basis, determined by the appropriate regulating agencies.

Note 10. Uniform Costs. Uniforms are required for all Light Your Night, LLC Franchisees, and should be offered to all Light Your Night, LLC employees. Therefore, Uniform Costs should vary on the number of employees. Light Your Night, LLC Franchisees are required to wear a clean and pressed Light Your Night, LLC issued T-Shirt or golf shirt. All uniforms will be available through an on-line merchant store or provided by approved partners.

ITEM 7 INITIAL INVESTMENT

Inventory. Inventory is required prior opening your business, you must purchase inventory in order to satisfy the needs of your customers. All inventory shall be purchased through an on-line merchant store or provided by approved partners.

Training. You must attend a one-week training program in Chester County, Pennsylvania. There is a \$500.00 fee payable by the Franchisee for this training. Franchisee is responsible for the payment of all expenses incurred during training including, but not limited to, travel, lodging, and dining. We will admit up to three (3) additional persons to initial training program, tuition-free, so long as such person attends the training program with you, space permitting. You and/or the additional person will be responsible for all expenses incurred during training, including, but not limited to, travel, lodging, dining and employee's salaries. Additional participants, above the three (3) additional persons will be subject to a \$500.00 per person fee.

Operating Supplies. You must purchase necessary operating supplies such as ladders, lifts, scaffolding, or any other supplies deemed appropriate by the franchisor to fulfill client obligations.

Working Capital/Miscellaneous. You must have between \$50,000.00 - \$200,000.00 in Working Capital on hand for operating and miscellaneous expenses for a 3–6-month period. The Working Capital/Miscellaneous expenses will vary depending upon the various factors including franchisee preference.

Except as otherwise described in the notes below, the following table provides an estimate of your initial investment and the costs necessary to begin operating a Light Your Night, LLC franchise. Actual costs will vary for each franchise depending on a number of factors including market condition, the geographic location of your franchise, and the costs of all lessons and materials. All fees and payments are non-refundable,

unless otherwise stated. The estimates do not include any costs associated with leasing equipment, real estate, or the improvement or construction of real estate. The decision as to where you will operate your franchise from is at your discretion; however, you must comply with all local, state, and federal laws.

Your Estimated Initial Investment [franchise fees plus other fees]:
\$34,900 - \$59,500

Estimated Costs	Amount	Method of Payment	When Due	To Whom Paid
Initial Franchise Fee	\$30,000 – \$65,000	Lump Sum	Signing Agreement	Franchisor
Training	\$500	Lump Sum	Prior to Starting	Franchisor
Supplies	\$25,000 - \$60,000	Lump Sum	When Purchased	Franchisor or Approved Partners
Working Cap.	\$50,000 - \$200,000	Lump Sum	When Purchased	Various
Trailer	\$10,000 - \$20,000	Lump Sum	When Purchased	Franchisor or Approved Partners

Note 1. See Item 5 for a description of the Initial Franchise Fee.

Note 2. Training: In addition to the cost of training shown above you should also plan on having the cost of your transportation, food and living expenses during your training. This figure can vary depending upon the number of people you bring, the distance of travel, as well as hotel rates, food costs, etc. Franchisor will recommend a local motel.

Note 3. Working Capital includes any other operating costs for a 3–6-month period.

ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Except as described below, you are not required by either the Franchise Agreement or any other device or practice to purchase or lease from us or our designees goods, services, supplies, fixtures, equipment, inventory, or real estate relating to the establishment or operation of the franchised business.

We reserve the right to require you to purchase certain types of designed and logo signs, equipment, and inventory in order to maintain consistency of appearance and quality among all franchise territories.

You must use signs, supplies (forms), and equipment which comply with our standards and the need to satisfy customers. We formulate and modify our standards for products

and services based upon the collective experience of our franchisees and company-owned business.

The Franchisee is required to purchase the following from Light Your Night, LLC or its approved partners:

1. Business Cards
2. Shirts, Sweatshirts, Jackets
3. Brochures
4. Lights
5. Lighted holiday decorations
6. Yard signs
7. Marketing, SEO
8. Advertising Management
9. Trailer(s)

ITEM 9 FRANCHISEE'S OBLIGATIONS

In order to build the high-quality standards of the franchise and to protect Franchisor's goodwill and reputation, Franchisee agrees to:

- a. deal fairly and honestly with the public and with Franchisor;
- b. honor and comply with all the terms of all advertising placed by Franchisee;
- c. devote his/her/their best efforts and full and exclusive time to the day-to-day operations and development of the franchise and the business of Light Your Night, LLC;
- d. operate the business exclusively under the Light Your Night, LLC name, signing, and system as provided by this Agreement;
- e. keep the Light Your Night, LLC in operation the minimum number of days and weeks and hours per day prescribed by Franchisor from time to time;
- f. keep and maintain the TERRITORY, its equipment, and its staff in a clean and orderly manner consistent with the operation of a first-class business and at the directives of Franchisor deemed by it to be necessary to protect the standards of quality and uniformity of the business and the SYSTEM;
- g. comply at all times with all federal, state, county, city and other local laws, regulations and ordinances;

- h. maintain at all times (except when fire or other casualty so prevents) sufficient equipment, supplies and personnel to operate the business at maximum capacity and efficiency;
- i. register the name Light Your Night, LLC in accordance with applicable local, state or provincial laws and operate the Light Your Night, LLC under the name Light Your Night, LLC and under no other name, and use and display the Light Your Night, LLC names and marks prominently in such manner as may from time to time be directed in writing by Franchisor and not use or prominently display any other trade name, service mark or other designation during the term of this Agreement;
- j. permit Franchisor's representatives during business hours to inspect the TERRITORY and its equipment, confer with Franchisee and Franchisee's employees and customers, check inventories, methods of operation, books and records, and perform any other inspection deemed by Franchisor to be necessary to protect the standards of quality and uniformity of the SYSTEM and Franchisee's performance under this Agreement;
- k. submit to Franchisor uniform royalty reports no later than the 5th day of each month following the close of the prior month, and royalties no later than the seventh (7th) day of each month following the close of the prior month during the term of this Agreement in accordance with the procedure set forth during training, and in this Agreement;
- l. maintain the proprietary reporting system of bookkeeping and record keeping which is approved by Franchisor. Keep books and records at the business address at all times and make them available during business hours to authorized representatives of Franchisor for the purpose of verifying the accuracy of Franchisee's weekly sales reports. If such verification reveals that the Gross Sales reported by Franchisee to Franchisor are two (2%) percent or more less than Franchisee's actual Gross Sales, Franchisee shall reimburse Franchisor for all expenses connected with such verification, including but not limited to, reasonable accounting and legal fees, and Franchisee shall pay to Franchisor immediately any delinquent royalties, together with the maximum rate of interest allowed by law, calculated from the date when such royalties would have been paid to the date of actual payment;
- m. use only forms bearing Light Your Night, LLC name and marks which have been received from Franchisor or Franchisor's supplier. Franchisee agrees to only use only forms received from Franchisor or Franchisor's supplier for use in the operation of the business. There shall be a reasonable charge for such forms; and

- n. agrees that all signing, graphics, and colors on and in the TERRITORY shall only be those that conform to Franchisor's then current standard signing, colors, and graphics, and must be approved by Franchisor, in writing, before any signing, colors, and/ or graphics can be displayed throughout the TERRITORY.
- o. deal fairly and honestly with the public and with Franchisor;
- p. honor and comply with all the terms of all advertising placed by Franchisee;
- q. devote his/her/their best efforts and full and exclusive time to the day-to-day operations and development of the franchise and the business of Light Your Night, LLC;
- r. operate the business exclusively under the Light Your Night, LLC name, signing, and system as provided by this Agreement;
- s. keep the Light Your Night, LLC in operation the minimum number of days and weeks and hours per day prescribed by Franchisor from time to time;
- t. keep and maintain the TERRITORY, its equipment, and its staff in a clean and orderly manner consistent with the operation of a first-class business and at the directives of Franchisor deemed by it to be necessary to protect the standards of quality and uniformity of the business and the SYSTEM;
- u. comply at all times with all federal, state, county, city and other local laws, regulations and ordinances;
- v. maintain at all times (except when fire or other casualty so prevents) sufficient equipment, supplies and personnel to operate the business at maximum capacity and efficiency;
- w. register the name Light Your Night, LLC in accordance with applicable local, state or provincial laws and operate the Light Your Night, LLC under the name Light Your Night, LLC and under no other name, and use and display the Light Your Night, LLC names and marks prominently in such manner as may from time to time be directed in writing by Franchisor and not use or prominently display any other trade name, service mark or other designation during the term of this Agreement;
- x. permit Franchisor's representatives during business hours to inspect the TERRITORY and its equipment, confer with Franchisee and Franchisee's employees and customers, check inventories, methods of operation, books and records, and perform any other inspection deemed by Franchisor to be

necessary to protect the standards of quality and uniformity of the SYSTEM and Franchisee's performance under this Agreement;

- y. submit to Franchisor uniform royalty reports no later than the 5th day of each month following the close of the prior month, and royalties no later than the seventh (7th) day of each month following the close of the prior month during the term of this Agreement in accordance with the procedure set forth during training, and in this Agreement;
- z. maintain the proprietary reporting system of bookkeeping and record keeping which is approved by Franchisor. Keep books and records at the business address at all times and make them available during business hours to authorized representatives of Franchisor for the purpose of verifying the accuracy of Franchisee's weekly sales reports. If such verification reveals that the Gross Sales reported by Franchisee to Franchisor are two (2%) percent or more less than Franchisee's actual Gross Sales, Franchisee shall reimburse Franchisor for all expenses connected with such verification, including but not limited to, reasonable accounting and legal fees, and Franchisee shall pay to Franchisor immediately any delinquent royalties, together with the maximum rate of interest allowed by law, calculated from the date when such royalties would have been paid to the date of actual payment;
- aa. use only forms bearing Light Your Night, LLC name and marks which have been received from Franchisor or Franchisor's supplier. Franchisee agrees to only use only forms received from Franchisor or Franchisor's supplier for use in the operation of the business. There shall be a reasonable charge for such forms; and
- bb. agrees that all signing, graphics, and colors on and in the TERRITORY shall only be those that conform to Franchisor's then current standard signing, colors, and graphics, and must be approved by Franchisor, in writing, before any signing, colors, and/ or graphics can be displayed throughout the TERRITORY.

ITEM 10 FINANCING ARRANGEMENTS

We do not offer direct company financing for your initial investment or for the operation of the franchised business. However, we do offer assistance in obtaining financing through a third-party lending institution including the Small Business Administration. We are unable to estimate whether you will be able to obtain financing for all or any part of your investment, and, if you are able to obtain financing, we cannot predict the terms of such financing. We do not receive payment for assisting you in applying for such loan. We do not guarantee your note, lease or other obligations.

ITEM 11
FRANCHISOR’S ASSISTANCE, ADVERTISING, COMPUTER
SYSTEMS, AND TRAINING

Except as described below, the Franchisor will generally not provide any assistance to you:

Pre-Opening Obligations

Prior to your franchise opening, and during the term of the Franchise Agreement, we will perform the following obligations:

1. TRAINING

You must attend a one-week training program in Chester County, Pennsylvania. There is a \$500.00 fee payable by the Franchisee for this training. Franchisee is responsible for the payment of all expenses incurred during training including, but not limited to, travel, lodging, and dining. We will admit up to three (3) additional persons to initial training program, tuition-free, so long as such person attends the training program with you, space permitting. You and/or the additional person will be responsible for all expenses incurred during training, including, but not limited to, travel, lodging, dining and employee’s salaries. Additional participants, above the three (3) additional persons will be subject to a \$500.00 per person fee.

We will provide our Training program, as described in Item 7 and Item 9, above, which you must attend and complete. The training program consists of on-site at our Chester County, Pennsylvania training facility or similar facility at our discretion during the period immediately prior to the opening of your franchise ("on-site training"). This training program includes but is not limited to training in the operation and management of the business, including product knowledge, record keeping procedures, personnel management, merchandising, purchasing, advertising, retailing, customer relations, display, design, quality control, and inventory control.

You must pay all expenses incurred during training including travel, lodging and dining expenses and your employees' salaries. See Item 7, Note 2. We will provide you with any required training materials at no additional charge. The training program includes instruction as outlined in the following chart. We may offer additional training programs and/or refresher courses, however, you are not required to attend such training or pay to attend such training, except for your travel, food and living expenses.

The following is a representative sample of an initial on-site training program:

SUBJECT MATTER	INSTRUCTIONAL	LOCATION
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Product Knowledge	First Hand	ON SITE
Sales Techniques	Role Playing	ON SITE
Credit Card Instruction	First Hand	ON SITE
Banking Instruction	First Hand	ON SITE
Quality Control	First Hand	ON SITE
Inventory Management	First Hand	ON SITE
Installation/Take Down	First Hand	ON SITE
Customer Satisfaction	Role Playing	ON SITE
Inventory Control	First Hand	ON SITE
Purchasing	First Hand	ON SITE
Hiring Procedures	Hand On	ON SITE
Q and A	First Hand	ON SITE
Graduation	Diploma Presentation	ON SITE

2. EQUIPMENT, INVENTORY, SUPPLIES, SIGNING, ETC.

We will authorize and supply all necessary equipment, supplies, signing, etc. with estimated costs for each item.

3. STAFF

We will assist with recommending the necessary staff needed to initially open your franchise.

Post-Opening Obligations.

After your franchise opens, and during the term of the Franchise Agreement, we will perform the following obligations:

4. CONTINUING SUPPORT & GUIDANCE

We will provide continuing consultation and advice, as requested, regarding operational matters which directly relate to your territory.

5. ADVERTISING.

There will be a 2% Advertising Fee associated with the Gross Sales generated by your Light Your Night, LLC franchise. ("Franchise Fee"). The Franchisor has the right to approve all advertising material prior to its use. We shall make suggestions regarding advertisements, public relations and promotional materials and recommend budgets and media vehicles. Placement and payment of all advertising shall be your responsibility. Such advertisements in media shall be designed to reach customers within the Protected Territory. Advertising is not required but is recommended to build the business.

6. LOCATION SELECTION AND OPENING.

You are granted the right to open one franchise within a Protected Territory as described in the Franchise Agreement. When evaluating your territory, we will consider factors such as local competing companies, demographics, visibility, accessibility, suitability, size, and other factors. We will assist in identifying and obtaining a mutually acceptable territory. See Item 12. It is estimated that franchisees will typically open their franchises within sixty (60) days from the date they sign the Franchise Agreement, however Franchisor does not guarantee a time frame for acquiring a territory or the success of such territory. The actual length of this period will depend, however, upon several factors including the ability to identify a mutually acceptable territory, training schedules, delivery schedules for inventory and equipment and other factors.

ITEM 12 TERRITORY

Each Light Your Night, LLC franchise is within a specific set of townships/boroughs/counties. Your specific Protected Territory is identified in your Franchise Agreement.

You will purchase a franchise in a Protected Territory, which will be identified by boundaries in a separate letter attached to the Franchise Agreement when a specific location is secured. During the term of the Franchise Agreement, we will neither establish, operate, nor franchise another Light Your Night, LLC in your Protected Territory. Once your Protected Territory is identified, we have no right to modify your Protected Territory except with your written consent.

Each franchisee purchases a franchise in a protected territory. Therefore, the franchisor will not operate other franchises or sell any other franchises within your Protected Territory, during the term of your Franchise Agreement or any Agreement renewals.

ITEM 13 TRADEMARKS

We grant you the right to establish and operate one franchise within your Protected Territory using our System and our Proprietary trademarks and service marks including, but not limited to, Light Your Night, LLC as we designate them for use in connection with the franchise System from time to time. You may not use them as part of your corporate name. You must use them in conjunction with the symbol "TM" as applicable and you may not use them in connection with the offer or sale of any unauthorized products or in any other manner which we do not explicitly authorize in writing. We reserve the right to approve all signs, stationery, business cards, forms, and other materials and supplies bearing the Proprietary Marks. You must use the Proprietary

Marks, including trade dress, color combinations, designs, symbols, and slogans, only in the manner and to the extent specifically permitted by the Franchise Agreement, or by our prior written consent. All advertising, publicity, signs, decorations, furnishings, equipment or other materials employing in any way the words Light Your Night, LLC or any derivative thereof or any other Proprietary Mark must be submitted to us and approved prior to first publication or use. We will not unreasonably withhold our approval.

We are not aware of any superior prior rights or infringing uses that could materially affect your use of the Proprietary Marks in any state. There is no agreement currently in effect which significantly limits our right to use or license the use of our Proprietary Marks in a manner material to the franchise. There are no currently effective determinations of the US. Patent and Trademark Office, Trademark Trial and Appeal Board, the trademark administrator of any state or any court; no pending interference, opposition or cancellation proceeding; nor any pending material litigation involving the Proprietary Marks. There are no agreements currently in effect which significantly limit our right to use or license the use of the Proprietary Marks in any manner material to the franchise.

Any and all goodwill associated with the Proprietary Marks, including any goodwill which may have arisen through your use of them, benefits us or our affiliates exclusively. You must execute any necessary papers, documents and assurances and fully cooperate with us or any other System franchisee in securing all necessary and required consents of any state agency or legal authority to use or register any of the Proprietary Marks. You must promptly notify us of any infringement of, or challenge to, the Proprietary Marks, and we will, in its discretion, take such action as we deem appropriate. We are not obligated to defend your right to use the Proprietary Marks or against claims of infringement or unfair competition arising out of your use of them, but we will indemnify and hold you harmless from any suits, proceedings, demands, obligations, actions or claims, including costs and reasonable attorneys' fees, for any alleged infringement under federal or state trademark law arising solely from your use of the Proprietary Marks in accordance with the Franchise Agreement or as we otherwise direct in writing if you have promptly notified us of such claim. If we undertake the defense or prosecution of any litigation pertaining to any of the Proprietary Marks, you must execute any documents and do acts and things as may, in our attorneys' opinion, be necessary to carry out the defense or prosecution. You must discontinue, modify or substitute any of the Proprietary Marks upon demand if we should determine, in our sole discretion, that such action is necessary to protect us, the System or the Proprietary Mark(s) as a result of pending or threatened litigation involving your use of the Proprietary Mark(s) so long as we indemnify you for your actual out of pocket costs incurred to effectuate such change.

ITEM 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We do not own any registered copyrights or patents which are material to the franchise, but we claim common law protection for many aspects of the Franchise System including any and all manuals, sales brochure, facility design, advertising and promotional material, and training materials and programs.

The Franchise Agreement provides that the trade secrets, confidential information and know-how, sales techniques, lists of suppliers, and other valuable information regarding the Business (collectively, the “Confidential Information”) is proprietary to Franchisor and shall not be communicated to any other individual or entity by Franchisee.

You may use the Confidential Information only for the purposes and in the manner we authorize in writing. Our trade secrets and proprietary information includes, but is not limited to, sales techniques, merchandising and display techniques, advertising formats, accounting systems, operations systems, warranties, policies, procedures, systems, compilations of information, records, specifications, customer relations, advertising, purchasing and other confidential information which we have developed for use in the operation of the franchised business. You may not contest our ownership of our trade secrets, methods or procedures or contest our right to register, use or license others to use any of such trade secrets, methods and procedures. You and your heirs, successors and assigns (including your partners, officers, directors, shareholders, and their respective heirs, successors and assigns) and your employees and their respective heirs, successors and assigns, may not use or disclose any Confidential Information in any manner other than as we permit in writing.

ITEM 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

We recommend that you (if you are an individual, or one or more of your principals or partners if you are a corporation or partnership) personally supervise the day-to-day operations of the franchise. If you do not personally supervise day-to-day operations, you must designate a full-time manager ("Designated Manager") to engage in such supervision. All manager candidates will be held to the same standard as Franchisees; therefore, we reserve the right to approve all managers, including initial and subsequent, in order to maintain the Light Your Night, LLC quality and image. Your Designated Manager must devote his or her personal full-time attention and best efforts to the management and operation of the business and must agree, prior to assuming management responsibility, to maintain the confidentiality of our Confidential Information.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

Light Your Night, LLC requires you to offer and sell only those goods and services that Light Your Night, LLC has approved. Light Your Night, LLC has a right to add additional authorized services that the Franchisee is required to offer. There are no limits on Light Your Night, LLC rights to do so.

ITEM 17
RENEWAL, TERMINATION, TRANSFER
AND DISPUTE RESOLUTION

This table lists important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this offering circular.

Provision	Section in Franchise Agreement	Summary
a. Term of the franchise	Section 2	Term is for a term of 10 years provided Franchisee is not in default under Agreement
b. Renewal or extension of the term	Section 2	Right to renew for an additional 10-year term at least 90 days but not more than 1 year prior to expiration of current term
c. Requirements for you to renew or extend	Section 2	Additional Franchise Fee of 25% of current franchise fee payable upon renewal
d. Termination by you	Section 2	Agreement automatically terminates upon Franchisee's failure to renew
e. Termination by Franchisor without cause	Section 2	Agreement automatically terminates upon Franchisee's failure to renew
f. Termination by Franchisor with cause	Section 14	Franchisor can terminate agreement upon Franchisee's breach of Section 6, failure to pay Continuing Royalty or any other payment and other reasons set forth in Section 14 of the Agreement
g. "Cause" defined - defaults which can be cured	Section 14(a)(iv)	Curable defaults: failure to pay Continuing Royalty,
h. "Cause" defined - defaults which cannot be cured	Section 14(a)(i), (iii) and (b)	Non-curable defaults: bankruptcy, execution levied against property, repeated defaults even if cured

i. Your obligations on termination/ non-renewal	Section 15	Obligations include complete de-identification and payment of amounts due
j. Assignment of contract by Franchisor	None	None
k. "Transfer" by you - definition	None	None
l. Franchisor's approval of transfer by franchisee	Section 11	Franchisor has the right to approve all transfers
m. Conditions for Franchisor approval of transfer	None	None
n. Franchisor's right to first refusal to acquire your business	Section 11(c)	Franchisor is granted a right of first refusal
o. Franchisor's option to purchase your business	None, but see Note 1 below	None
p. Your death or disability	None	None
q. Non-competition covenants during the term of the franchise	Section 16	No involvement in competing business during the term of this agreement
r. Non-competition covenants after the franchise is terminated or expires	Sections 16	No competing business in his/her/their territory for 2 years upon termination
s. Modification of the agreement	Section 22	Any change may only be by written addendum signed by Franchisee and Franchisor
t. Integration/ merger clause	Section 22	Only the terms of the franchise agreement are binding (subject to state law). Any other promises may not be enforceable
u. Dispute resolution by arbitration or mediation	Section 17	Any controversy will be settled solely by Arbitration in Montgomery County, PA in accordance with the rules of the American Arbitration Association

v. Choice of forum	Section 17	Montgomery County, PA
w. Choice of law	Section 17	Commonwealth of Pennsylvania

Note 1 - Franchisor is not obligated by the Agreement to do so, but, if the franchise is terminated, franchisor's policy is to buy back inventory at fair market value. This policy is subject to change at any time.

These states have statutes which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise: ARKANSAS [Stat. Section 70-807], CALIFORNIA [Bus. & Prof. Code Sections 20000-20043], CONNECTICUT [Gen. Stat. Section 42-133e et seq.], DELAWARE [Code, tit.], HAWAII [Rev. Stat. Section 482E-1], ILLINOIS [Rev. Stat. Chapter 121 1/2 par 1719-1720], INDIANA [Stat. Section 23-2-2.7], IOWA [Code Sections 523H.1-523H.17], MICHIGAN [Stat. Section 19.854(27)], MINNESOTA [Stat. Section 80C.14], MISSISSIPPI [Code Section 75-24-51], MISSOURI [Stat. Section 407.400], NEBRASKA [Rev. Stat. Section 87-401], NEW JERSEY [Stat. Section 56:10-1], SOUTH DAKOTA [Codified Laws Section 37-5A-51], VIRGINIA [Code 1 3.1-557-574-13.1-564], WASHINGTON [Code Section 19.100.180], WISCONSIN [Stat. Section 135.03]. These and other states may have court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

ITEM 18 PUBLIC FIGURES

We do not use any public figure to promote our franchises.

ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS

No representations or statements of actual, or average, or projected, or forecasted sales, profits, or earnings are made to franchisees with respect to franchises offered under this offering circular.

We do not furnish or authorize our sales persons to furnish any oral or written information concerning the actual, average, projected, forecasted or potential sales, costs, earnings or profits of a franchised territory. Franchisees should disregard any unauthorized information, whether oral or written, concerning the actual, average, projected, forecasted or potential sales, costs, earnings or profits, or the prospects or chances of success, or representation or estimated dollar figures as to a Franchisee's

operation furnished by any person. A prospective franchisee should immediately notify us of any such unauthorized information or representation.

We encourage prospective franchisees to make their own independent investigation to determine whether or not the franchise may be profitable, and to consult with an attorney, existing franchisees, and other advisors before purchasing a Light Your Night, LLC franchise. Actual results vary from franchise to franchise, and we cannot estimate the results of a particular franchise. Gross sales and gross profit figures are affected by the actual market price of the goods and services offered by each franchisee. The actual market price for goods and services offered by a franchisee may vary according to the geographic location of the franchised shop and the concentration of competitors in the market. We have not conducted an investigation concerning the degree of impact, if any, that geographic location or any other variable may have on a particular territory's gross sales or gross profit. Prospective franchisees should be aware of local market conditions before purchasing a franchise for a specific location.

ITEM 20 OUTLETS AND FRANCHISE INFORMATION

A list of all Franchisees is available upon request.

ITEM 21 FINANCIAL STATEMENTS

Financial statements are available upon request.

ITEM 22 CONTRACTS

Attached to this offering circular are the following contracts and agreements proposed for use or in use with regard to the offer of this franchise:

Exhibit A - Franchise Agreement

Exhibit B - Receipt from Franchise Disclosure Document

**ITEM 23
RECEIPT**

Attached to this offering circular are duplicate copies of a receipt page. You should sign both copies of the receipt and return one signed copy to Light Your Night, LLC 420 N Penn Street, Spring City, Pennsylvania 19475, or submit directly to Franchisor's authorized representative.

EXHIBIT A
CURRICULUM VITAE

EXHIBIT B
LIST OF ALL FRANCHISES

Exhibit C

CERTIFIED FINANCIAL STATEMENT BALANCE SHEET

EXHIBIT C1
CERTIFIED INCOME AND EXPENSE STATEMENT

EXHIBIT D
FRANCHISE AGREEMENT

(Attached Under Separate Cover)

EXHIBIT E
PROTECTED TERRITORY WITH MAP

EXHIBIT F
INVESTMENT COST

EXHIBIT G
OFFERING CIRCULAR RECEIPT (copy 1)

This offering circular summarizes provisions of the franchise agreement and other information in plain language. Read this offering circular and all agreements carefully. If we offer you a franchise, we must provide this offering circular to you at the earliest of:

- (1) the first personal meeting to discuss our franchise; or
- (2) ten (10) business days before signing of a binding agreement; or
- (3) ten (10) business days before any payment to us.

You must also receive a franchise agreement containing all material terms at least five (5) business days before you sign any franchise agreement. If we do not deliver this offering circular on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agency for the state in which your franchise will be established (if applicable).

I have received a Uniform Franchise Disclosure Document dated January 1, 2023.

Date: _____

Franchisee: _____
(Print Name)

Franchisee: _____
(Print Name)

Telephone Number: _____

Complete Below for a Partnership or Corporation:

Name: _____

Title: _____

Name of Company:

Address:

OFFERING CIRCULAR RECEIPT (copy 2)

This offering circular summarizes provisions of the franchise agreement and other information in plain language. Read this offering circular and all agreements carefully. If we offer you a franchise, we must provide this offering circular to you at the earliest of:

- (1) the first personal meeting to discuss our franchise; or
- (2) ten (10) business days before signing of a binding agreement; or
- (3) ten (10) business days before any payment to us.

You must also receive a franchise agreement containing all material terms at least five (5) business days before you sign any franchise agreement. If we do not deliver this offering circular on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agency for the state in which your franchise will be established (if applicable).

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Date: _____

Franchisee: _____
(Print Name)

Franchisee: _____
(Print Name)

Telephone Number: _____

Complete Below for a Partnership or Corporation:

Name: _____

Title: _____

Name of Company:

Address: