

FRANCHISE DISCLOSURE DOCUMENT



CA HI MN NY ND RI WA

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We offer 2 franchises. The first is a franchise for the operation of a business that will provide the public with non-medical in-home personal care, skilled in-home nursing services and assisted living/residential care placement services using our distinctive system under the name "Always Best Care Senior Services." The second franchise is an Area Representative Franchise which authorizes Area Representatives to recruit Always Best Care Franchisees and to provide training and support to them using our policies and procedures. We pay Area Representatives a portion of the fees we collect from franchisees in their Territory. Franchisees who qualify may sign a Developer Agreement, which authorizes them to enter into 2 or more franchise agreements within a Development Area. To retain the right to acquire more franchises, a Developer must satisfy a development schedule. Developers will pay a fee of \$44,900 for the first franchise to be developed and \$30,000 for each additional franchise agreement when they sign a Developer Agreement. The total investment necessary to begin operation of an Always Best Care Senior Services franchise is \$60,225 to \$109,400. This includes an initial franchise fee of \$44,900 that must be paid to the franchisor and/or its affiliate, as appropriate. The total investment necessary to begin operation of an Always Best Care Area Representative franchise is \$209,525 to \$1,280,650. This includes an Area Representative Fee of \$200,000 to \$1,200,000, which is based on a number of factors, including the number of active franchisees in the Territory, current revenue generated in territory, population size and other factors.

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This disclosure document summarizes certain provisions of your franchise agreement, Area Representative Agreement and Developer Agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive the disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to the franchisor or an affiliate along 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 formats, contact Michael Newman at 1406 Blue Oaks Blvd, Roseville, California 95747 and (888) 430-CARE.

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

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Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, like “*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 also be laws on franchising in your state. Ask your state agencies about them.

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STATE COVER PAGE

Your state may have a franchise law that requires a franchisor to register or file with a state franchise administrator before offering or selling in your state. REGISTRATION OF A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.

Call the state franchise administrator listed in Exhibit A for information about the franchisor or about franchising in your state.

MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES. YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE YOUR BUSINESS. BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW.

Please consider the following RISK FACTORS before you buy this franchise:

1. ~~THE FRANCHISE AGREEMENT, AREA REPRESENTATIVE AGREEMENT AND DEVELOPER AGREEMENT REQUIRE YOU TO RESOLVE DISPUTES WITH US BY LITIGATION ONLY IN CALIFORNIA. OUT OF STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO LITIGATE WITH US IN CALIFORNIA THAN IN YOUR OWN STATE.~~

2. BEGINNING IN YOUR FIRST MONTH OF OPERATION, YOU MUST BEGIN PAYING US AT LEAST A SET MINIMUM MONTHLY ROYALTY EACH MONTH REGARDLESS OF WHETHER YOUR BUSINESS PRODUCES ANY REVENUE IN THE APPLICABLE MONTH.

3. CONTINUATION OF YOUR TERRITORIAL EXCLUSIVITY ~~AND POSSIBLY YOUR FRANCHISE UNDER A DEVELOPER AGREEMENT. AND CONTINUATION OF THE DEVELOPER AGREEMENT DOES DEPEND ITSELF, DEPENDS~~ ON YOUR ACHIEVING A CERTAIN SALES VOLUME, MARKET PENETRATION, OR OTHER CONTINGENCY.

4. THE FRANCHISE AGREEMENT DOES NOT PROVIDE YOU WITH AN EXCLUSIVE TERRITORY.

5. MANY STATES REQUIRE LICENSES TO ENGAGE IN SOME OR ALL OF THE ACTIVITIES WHICH ARE UNDERTAKEN AS PART OF OUR FRANCHISE. BECAUSE THESE LAWS CHANGE FREQUENTLY, YOU SHOULD CONSULT WITH A HEALTH CARE LAWYER IN YOUR STATE BEFORE ACQUIRING OUR FRANCHISE.

6. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

We use the services of one or more FRANCHISE BROKERS or referral sources to assist us in selling our franchise. A franchise broker or referral source represents us, not you. We pay this person a fee for selling our franchise or referring you to us. You should be sure to do your own investigation of the franchise.

State registration effective dates are listed on the following State Effective Date page

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