

## FRANCHISE DISCLOSURE DOCUMENT

ABCSP, LLC  
a California limited liability company  
1406 Blue Oaks Blvd  
Roseville, CA 95747  
Telephone: 1-888-430-CARE  
www.alwaysbestcare.com  
franchisesales@abc-seniors.com



We offer franchises 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 total investment necessary to begin operation of an Always Best Care Senior Services franchise is \$74,725 to \$125,400. This includes an initial franchise fee of \$49,900 and \$35,000 for each additional franchise agreement that must be paid to the franchisor and/or its affiliate, as appropriate. If you decide to offer Skilled Nursing Services, the initial investment necessary to begin operations will increase between \$48,500 and \$105,500 over the range listed above, none of which is paid to the franchisor or its affiliates.

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 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 Jake Brown 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 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, 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](http://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: March 14, 2019**

## 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 REQUIRES 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 UNDER THE FRANCHISE AGREEMENT 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 FOR YOU 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.

## STATE EFFECTIVE DATES

The following states 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 Franchise Disclosure Document is registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

<u>State</u>	<u>Effective Date</u>
California	
Illinois	
Indiana	
Maryland	See Maryland-Only FDD
Michigan	
Minnesota	
New York	
North Dakota	
Rhode Island	
South Dakota	
Virginia	
Washington	
Wisconsin	

This Franchise Disclosure Document is not required to be registered in the following states, but an exemption has been filed as required by the state's business opportunity laws and the Disclosure Document is effective as of the date specified below:

Florida	<b>March 14, 2019</b>
Kentucky	<b>March 14, 2019</b>
Nebraska	<b>March 14, 2019</b>
Texas	<b>March 14, 2019</b>
Utah	<b>March 14, 2019</b>

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