

## FRANCHISE DISCLOSURE DOCUMENT

### ATC Healthcare Services, Inc.

a Georgia corporation

1983 Marcus Avenue, Suite E-122

Lake Success, New York 11042

(516) 750-1600

www.atchealthcare.com

businessdevelopment@atchealthcare.com



The franchise is to operate an “ATC Healthcare Services” Franchised Business that provides medical professional temporary and permanent staffing solutions to healthcare facilities. We offer both start-up and conversion franchises.

The total investment necessary to begin operation of a start-up ATC Healthcare Services single unit franchised business is \$134,970 to \$262,170. This includes between \$60,120 and \$64,620 that must be paid to the franchisor or its affiliate. The total investment necessary to begin operation of an ATC Healthcare Services multiple unit discount package is \$184,470 to \$590,170. This includes between \$110,120 and \$114,620 that must be paid to the franchisor or its affiliate. The total investment necessary to begin operation of a conversion franchise is \$15,870 to \$72,270. The total initial investment for two virtual offices would be \$27,500 to \$66,000.

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 in connection 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 David Savitsky at 1983 Marcus Avenue, Suite E-122, Lake Success, New York 11042 and (516) 750-1600.

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, 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, 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:** May 25, 2016

## 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 MEDIATION AND ARBITRATION ONLY IN NEW YORK. OUT OF STATE MEDIATION AND ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO MEDIATE AND ARBITRATE WITH US IN NEW YORK THAN IN YOUR OWN STATE.**
2. **THE FRANCHISE AGREEMENT STATES THAT NEW YORK LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.**
3. **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.**

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2. THE FRANCHISE AGREEMENT STATES THAT NEW YORK LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
3. YOUR CUSTOMERS WILL PAY US DIRECTLY. WE WILL KEEP 45% OF THE GROSS MARGIN (DIRECT REVENUE MINUS DIRECT COSTS) AND PAY YOU 55%. FOR REVENUE GENERATED BY PERMANENT PLACEMENTS, WE WILL KEEP 70% AND PAY YOU 30%.
4. YOU WILL HAVE TO PAY US A MINIMUM ANNUAL ROYALTY FEE EVEN IF YOU DO NOT GENERATE ANY REVENUE.
5. YOUR TERRITORY IS NOT EXCLUSIVE.
6. FAILURE TO MEET MINIMUM REVENUE RESULTS IN LOSS OF TERRITORY RIGHTS.
7. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

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See the State Effective Dates page for the Effective Date for this state.

FOR USE ONLY IN THE STATE OF CALIFORNIA

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