

FRANCHISE DISCLOSURE DOCUMENT
Bio Soul Facilities Services, Inc
P O Box 254
Del Mar, CA 92014
858-735-1299

Received
LA Mailroom

SEP 17 2015

Department of
Business Oversight

We offer a location-based franchise – Bio Soul Facilities Services, Inc franchise (referred to hereafter as “a Bio Soul Facilities Services, Inc Location franchise” or ‘Bio Soul Facilities Services, Inc Location franchises” or “Location(s)”) We also grant regional developer franchises (referred to as “a Bio Soul Facilities Services, Inc Regional Developer” or ‘Bio Soul Facilities Services, Inc Regional Developers” or “Regional Developer(s)”), which recruit prospective Bio Soul Facilities Services, Inc Location franchisees and provide certain sales and support services to the Bio Soul Facilities Services, Inc Location franchisees located within a specified development area A Bio Soul Facilities Services, Inc Regional Developer must establish and operate one (1) Bio Soul Facilities Services, Inc Location franchise as a Franchise Location in their development area (“Franchise Location”) The total investment necessary to begin operation of a Bio Soul Facilities Services, Inc Location franchise ranges from **\$35,300 to \$70,150** The total investment includes the initial franchise fee of **\$29,999** that must be paid to the franchisor or an affiliate There are 4 types of franchises 1) facilities, 2) landscaping, 3) Security and 4) janitorial, the first three of which are described in the appendix hereto A franchisee must designate his type of franchise at the execution of their Franchise Agreement

The total investment necessary to begin operation of a Bio Soul Facilities Services, Inc Regional Developer franchise, inclusive of one (1) Franchise Location, ranges from **\$379,000 to \$ 1,500,000** The total investment includes the initial development fee for a Bio Soul Facilities Services, Inc Regional Developer franchise, which ranges from **\$350,000 to \$1,500,000** that must be paid to the franchisor or an affiliate There is no additional franchise fee charged to a Bio Soul Facilities Services, Inc Regional Developer to operate a Franchise Location, as this is included in the initial development fee

This disclosure document (“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, us 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, Chuck Krebs CEO/Chair at Bio Soul Facilities Services, Inc , located at P O Box 254, Del Mar, CA 92014

The terms of your contract will govern your franchise relationship Don’t rely on the Disclosure Document alone to understand your contract Read your entire contract carefully Show your contract and this Disclosure Document to an advisor, like a lawyer or 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 for additional information on franchising

There may be laws on franchising in your state Ask your state agencies about them

Issuance Date August 17, 2015

STATE COVER PAGE

Your state may have a franchise law that requires a franchise 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, about other franchisors, 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 AND REGIONAL DEVELOPER AGREEMENT PERMIT THE FRANCHISOR TO ENFORCE ITS RIGHTS IN THE APPROPRIATE COURTS LOCATED IN SAN DIEGO COUNTY, CALIFORNIA. OUT OF STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT. IT ALSO MAY COST MORE TO SUE THE FRANCHISOR IN CALIFORNIA THAN IN YOUR HOME STATE**
- 2 THE FRANCHISE AND REGIONAL DEVELOPER AGREEMENT STATE THAT CALIFORNIA LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTION AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS**
- 3 THE FRANCHISOR'S PROPRIETARY MARKS ARE NOT CURRENTLY REGISTERED WITH ANY STATE OR WITH THE US PATENT AND TRADEMARK OFFICE. FRANCHISE OWNERS MAY BE FORCED TO CHANGE THEIR TRADENAME AND MARK AT SOME TIME IN THE FUTURE, IF A NEW TRADENAME AND MARK IS REGISTERED BY THE COMPANY. IN SUCH EVENT, YOU MUST CHANGE, AT YOUR EXPENSE, ALL SIGNS, MARKETING LITERATURE AND OTHER MATERIALS WHEN THE COMPANY INDICATES TO YOU THAT A NEW PROPRIETARY NAME AND MARK HAS BEEN REGISTERED**
- 4 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 is our agent and 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.

Effective Date August ____, 2015, except for the States listed on next page

The effective dates of registration of this Disclosure Document in these states are

<u>State</u>	<u>Effective Date</u>
Alabama	Not Registered
Alaska	Not Registered
Arizona	Not Registered
Arkansas	Not Registered
Colorado	Not Registered
Connecticut	Not Registered
Delaware	Not Registered
Florida	Not Registered
Georgia	Not Registered
Hawaii	Not Registered
Idaho	Not Registered
Illinois	Not Registered
Indiana	Not Registered
Iowa	Not Registered
Kansas	Not Registered
Kentucky	Not Registered
Louisville	Not Registered
Maine	Not Registered
Maryland	Not Registered
Massachusetts	Not Registered
Michigan	Not Registered
Minnesota	Not Registered
Mississippi	Not Registered
Missouri	Not Registered
Montana	Not Registered
Nebraska	Not Registered
Nevada	Not Registered
New Hampshire	Not Registered
New Jersey	Not Registered
New York	Not Registered
North Carolina	Not Registered
North Dakota	Not Registered
Ohio	Not Registered
Oklahoma	Not Registered
Oregon	Not Registered
Pennsylvania	Not Registered
Rhode Island	Not Registered
South Carolina	Not Registered
South Dakota	Not Registered
Tennessee	Not Registered
Texas	Not Registered
Utah	Not Registered
Vermont	Not Registered
Virginia	Not Registered
Washington	Not Registered
West Virginia	Not Registered
Wisconsin	Not Registered
Wyoming	Not Registered

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