

FRANCHISE DISCLOSURE DOCUMENT

CAREMINDERS HOME CARE, INC.

A Georgia Corporation

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CareMinders[®]

HOME CARE, INC.

The franchisee will operate a CareMinders Home Care business that offers companionship, personal and skilled care and related home support services and assistance to elderly, handicapped, convalescing or dependant individuals in their own homes, and when permitted, in nursing homes, hospitals, assisted care facilities and other medical settings.

The total investment necessary to begin operation of a single CareMinders Home Care franchised agency is from \$138,100 to \$199,000. This includes \$39,000 that must be paid to franchisor as a Franchise Fee.

We may also offer to certain qualified individuals the right to become a regional developer. A regional developer will solicit, recruit, screen and interview prospective franchisees for us and provide certain limited field support services for franchisees located within their Development Area. A regional developer may elect to open and operate one or more CareMinders Home Care agencies in their Development Area. The regional developer will share in some of the initial and on-going fees paid to us from franchisees located in the Development Area. The total investment necessary to begin operation as a regional developer is from \$154,500 to 347,800 (\$253,600 - \$507,800 if a home care agency is opened – franchise fee for the agency is waived). This includes \$145,000 to \$333,000 that must be paid to franchisor as a Regional Development Fee.

This disclosure document summarizes certain provisions of your franchise agreement and development 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 government agency has verified the information contained in this document.**

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 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. 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 THIS FRANCHISE WITH A STATE DOES NOT MEAN THAT A STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.** If you learn that anything in this disclosure document is untrue, contact the federal trade commission and the applicable state administrator listed in Exhibit C.

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.

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

1. THE FRANCHISE AGREEMENT, AREA DEVELOPMENT AGREEMENT AND REGIONAL DEVELOPMENT AGREEMENT REQUIRE THAT ALL DISAGREEMENTS BETWEEN YOU AND US ARE TO BE SETTLED BY ARBITRATION IN FULTON COUNTY, GEORGIA. OUT OF STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO ARBITRATE WITH US IN GEORGIA THAN IN YOUR HOME STATE. YOUR STATE LAW MAY SUPERCEDE THIS PROVISION AND IT MAY NOT BE ENFORCEABLE IN YOUR STATE.

2. THE FRANCHISE AGREEMENT, AREA DEVELOPMENT AGREEMENT AND REGIONAL DEVELOPMENT AGREEMENT REQUIRE THAT GEORGIA LAW GOVERNS THE AGREEMENT AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS YOUR LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS. YOUR STATE LAW MAY SUPERCEDE THIS PROVISION AND IT MIGHT NOT BE ENFORCEABLE IN YOUR STATE.

SEE SPECIAL STATE DISCLOSURES IN THE STATE ADDENDA TO THE FRANCHISE DISCLOSURE DOCUMENT.

3. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

We may use the services of one or more Franchise Brokers or referral sources, including our Regional Developers, to assist us in selling our franchise. These franchise brokers or referral sources may represent 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.

Regional Developers are not parties to your Franchise Agreement. Franchisor is liable for any and all actions arising out of your dispute with the Regional Developer.

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