

FRANCHISE DISCLOSURE DOCUMENT

Offered By ComForCare Health Care Holdings, LLC



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ComForCare Health Care Holdings, LLC
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ComForCare Health Care Holdings, LLC (“ComForCare”) offers franchises for the operation of a ComForCare Home Care or ComForCare Senior Services (hereinafter, together referred to as “ComForCare Home Care”) franchised business that provide: (1) companionship and personal/domestic care services, and other special needs services, primarily on a non-medical basis, for seniors and people of all ages so that they may remain in their residences, (2) supplemental healthcare staffing services for persons who need this kind of assistance in their home or a facility in which they reside, and (3) private duty nursing services (extended hourly nursing care and visit based care for the treatment of medical ailments, Non-Medicare).

The initial franchise fee for a territory with a population of approximately 15,000 to 25,000 people over the age of 65 is \$40,000. The initial franchise fee for a territory with a population of approximately 25,000 to 35,000 people over the age of 65 years is \$50,000.

The total investment necessary to begin operation of a new ComForCare Home Care franchise that provides the first and second lines of service outlined above is \$81,300-\$185,300 which includes the \$40,000 or \$50,000 initial franchise fee which must be paid to ComForCare or an affiliate.

The total investment to begin operation of a new ComForCare Home Care franchise that provides all three lines of service outlined above is \$140,550-\$319,800 which includes the \$40,000 or \$50,000 initial franchise fee which must be paid to ComForCare or an affiliate.

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 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 governmental 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 availability of disclosures in different formats, contact ComForCare Health Care Holdings, LLC at 2520 S. Telegraph Rd., Suite 201, Bloomfield Hills, MI 48302 at 800.886.4044.

The terms of your contract will govern your franchise relationship. Do not 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 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 INFORMATION IN THIS DISCLOSURE DOCUMENT.

Call the state franchise administrator listed in Exhibit C 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:

THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US ONLY IN MICHIGAN INITIALLY THROUGH NEGOTIATION AND MEDIATION PRIOR TO INITIATING ARBITRATION OR LITIGATION. OUT-OF-STATE ARBITRATION OR LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO ARBITRATE OR LITIGATE IN MICHIGAN RATHER THAN IN YOUR OWN STATE.

SPOUSES OF FRANCHISE OWNERS ARE BOUND BY THE CONDITIONS OF THE FRANCHISE AGREEMENT AND MUST SIGN A PERSONAL GUARANTY WHICH MAY PLACE THEIR PERSONAL AND MARITAL ASSETS AT RISK.

THE FRANCHISE AGREEMENT STATES THAT MICHIGAN 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.

THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

We may 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.

Effective Date: See the next page for state effective dates

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