

## FRANCHISE DISCLOSURE DOCUMENT



Delta Development Group, LLC a Colorado limited liability company 5535 W. 56th Avenue, Suite 104 Arvada, CO 80002 (720) 880-5871 franchiseinfo@delta-us.com www.delta-us.com

We offer a franchise to operate a **Delta Disaster Services**® business that provides commercial and residential property mitigation, remediation, reconstruction, and consulting services to commercial and residential customers.

The total investment necessary to begin operation of a Delta Services Business is \$116,075 to \$257,375, including \$88,500 to \$93,500 that must be paid to the franchisor. If you are an existing Chem-Dry or N-Hance franchisee buying a Delta Services Business franchise, your total investment necessary to begin operation of the franchise is \$44,575 to \$257,375, including \$35,500 to \$93,500 that must be paid to the franchisor.

The disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all agreements carefully. You must receive this disclosure document at least 14 days before you sign a binding agreement or make any payment in connection with the 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 the availability of disclosures in different formats, contact Michael Mastous at 5535 W. 56th Avenue, Suite 104, Arvada, Colorado 80002, and (720) 880-5871.

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. Information comparing franchisors is available. Call your state agency or your public library for sources of information. More information on franchising, such as "A Consumer's Guide to Buying a Franchise," is available from the FTC. 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 <u>www.ftc.gov</u> for additional information.

There may 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 THE INFORMATION IN THIS DISCLOSURE DOCUMENT.

Call the state franchise administrator listed in **Exhibit D** 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 ARBITRATION OR LITIGATION ONLY IN TENNESSEE. 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 WITH US IN TENNESSEE THAN IN YOUR OWN STATE.
- 2. THE FRANCHISE AGREEMENT STATES THAT TENNESSEE 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. IF YOU FAIL TO SATISFY A MINIMUM ANNUAL SALES QUOTA, YOU MAY BE REQUIRED TO ATTEND ADDITIONAL TRAINING, SPEND MORE ON LOCAL MARKETING OR WE MAY TERMINATE YOUR FRANCHISE.
- 4. YOUR SPOUSE/DOMESTIC PARTNER MUST SIGN A DOCUMENT THAT MAKES YOUR SPOUSE/PARTNER LIABLE FOR ALL FINANCIAL OBLIGATIONS UNDER THE FRANCHISE AGREEMENT, IF YOUR SPOUSE HAS ANY OWNERSHIP INTEREST IN THE FRANCHISE. THIS GUARANTEE WILL PLACE BOTH YOUR AND YOUR SPOUSE'S MARITAL AND PERSONAL ASSETS (PERHAPS INCLUDING YOUR HOUSE) AT RISK IF YOUR FRANCHISE FAILS. IF YOU ARE AN EXISTING CHEM-DRY OR N-HANCE FRANCHISEE, OR YOUR SPOUSE HAS NO OWNERSHIP INTEREST IN YOUR FRANCHISE, YOUR SPOUSE WILL BE ASKED TO SIGN A CONFIDENTIALITY AGREEMENT.

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## 5. 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 make sure to do your own investigation of the franchise.

**Effective Date:** See the next page for state effective dates.

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