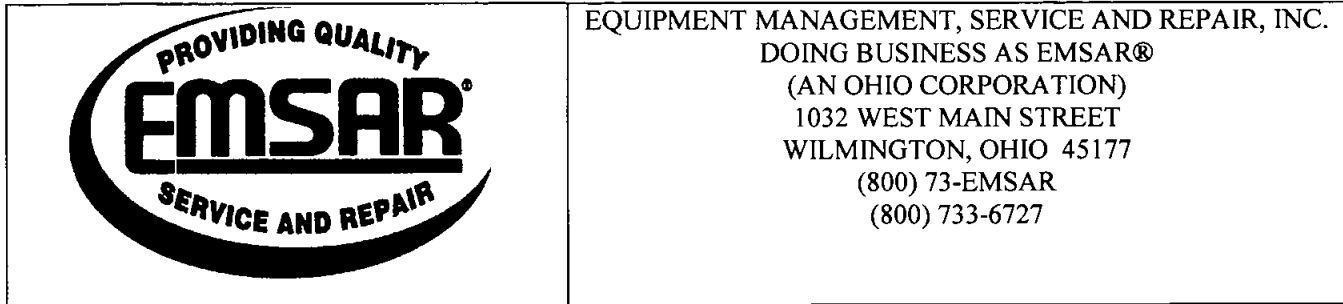


## FRANCHISE OFFERING CIRCULAR



There are two types of EMSAR® Franchises. An EMSAR® Equipment Management, Service and Repair Franchise is the right within a non-exclusive area to perform equipment management, service and repair on certain medical and related products. An EMSAR® Equipment Management and Service-Only Franchise is the right within a non-exclusive area to perform equipment management and service on certain medical and related products.

The initial Franchise Fee is \$25,000 for an Equipment Management, Service and Repair Franchise and \$10,000 for an Equipment Management and Service-Only Franchise, payable in one lump sum. The estimated initial investment for an Equipment Management, Service and Repair Franchise is approximately \$66,860 to \$73,110 and the initial investment for an Equipment Management and Service-Only Franchise is approximately \$43,240 to \$49,490.

### **RISK FACTORS:**

**THE FRANCHISEE WILL NOT BE GRANTED ANY EXCLUSIVE TERRITORY.**

**THE FRANCHISE AGREEMENT STATES THAT OHIO 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. MINN. STAT. § 80C.21 AND MINN. RULE 2860.4400J PROHIBIT US FROM REQUIRING LITIGATION TO BE CONDUCTED OUTSIDE MINNESOTA. IN ADDITION, NOTHING IN THE OFFERING CIRCULAR OR THE FRANCHISE AGREEMENT CAN ABROGATE OR REDUCE ANY OF YOUR RIGHTS AS PROVIDED FOR IN MINNESOTA STATUTES, CHAPTER 80C, OR YOUR RIGHTS TO ANY PROCEDURE, FORUM, OR REMEDIES PROVIDED FOR BY THE LAWS OR THE JURISDICTION.**

**THE SUCCESS OF AN EMSAR® FRANCHISE IS CONDITIONED ON MANUFACTURERS OF MEDICAL PRODUCTS AUTHORIZING THE FRANCHISOR AND ITS FRANCHISEES TO PERFORM EQUIPMENT MANAGEMENT, SERVICE AND REPAIR ON THOSE MANUFACTURERS' MEDICAL PRODUCTS AND YOUR SELLING THOSE SERVICES TO OWNERS AND USERS OF THOSE MEDICAL PRODUCTS. IF MANUFACTURERS DO NOT GRANT THIS AUTHORIZATION, OR ANY MANUFACTURER(S) WHO HAS PREVIOUSLY AUTHORIZED FRANCHISOR AND YOU TO PERFORM THESE SERVICES TERMINATES ITS AUTHORIZATION, THE FRANCHISE BUSINESS CONDUCTED BY YOU MAY BECOME LIMITED OR NON-EXISTENT. THE AUTHORIZATION FOR ANY OR ALL FRANCHISEES TO PERFORM THESE SERVICES MAY BE TERMINATED FOR ANY REASON, INCLUDING, BUT NOT LIMITED TO: (i) EXPIRATION OF THE TERM OF THE AUTHORIZATION; (ii) A FAILURE BY FRANCHISOR TO PERFORM IN ACCORDANCE WITH THE AUTHORIZATION; (iii) FAILURE BY ANY FRANCHISEE TO PERFORM IN ACCORDANCE WITH THE AUTHORIZATION; OR (iv) BANKRUPTCY OF THE MANUFACTURER.**

**FRANCHISOR MAY CHANGE, LIMIT OR DENY YOU THE RIGHT TO PERFORM EQUIPMENT MANAGEMENT, SERVICE AND/OR REPAIR ON ANY MEDICAL PRODUCT FOR ANY REASON REGARDLESS OF WHETHER FRANCHISOR PREVIOUSLY HAS BEEN AUTHORIZED TO PERFORM EQUIPMENT MANAGEMENT, SERVICE AND/OR REPAIR ON THIS PRODUCT AND REGARDLESS OF WHETHER OTHER FRANCHISEES OF FRANCHISOR ARE PERMITTED TO PERFORM EQUIPMENT MANAGEMENT, SERVICE AND/OR REPAIR ON THIS PRODUCT.**

**THERE MAY BE OTHER RISK FACTORS CONCERNING THIS FRANCHISE.**

Information comparing franchisors is available. Call the state administrators listed in Exhibit F or your public library for sources of information.

Registration of this franchise with the state does not mean that the state recommends it or has verified the information in this offering circular. If you learn that anything in the offering circular is untrue, contact the Federal Trade Commission.

The Effective Date of this Offering Circular is March 14, 2014

**FRANCHISE DISCLOSURE DOCUMENT**

**EQUIPMENT MANAGEMENT, SERVICE AND REPAIR, INC.  
DOING BUSINESS AS EMSAR®  
(AN OHIO CORPORATION)  
270 DAVIDS DRIVE  
WILMINGTON, OHIO 45177  
(800) 73-EMSAR  
(800) 733-6727  
INFO@EMSAR.COM  
HTTP://WWW.EMSAR.COM**

This franchise is for the establishment and operation of an EMSAR service center performing equipment management, service and, optionally, repair, on certain medical and related products.

The total investment necessary to begin operation of an EMSAR franchise ranges from \$43,240 to \$73,110. This includes \$15,000 to \$35,000 that must be paid to the franchisor or 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 the availability of disclosures in different formats, contact Renee LaPine at 270 Davids Drive, Wilmington, Ohio 45177 and (800) 733-6727.

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, D.C. 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: March 14, 2014

## 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 F** 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 ONLY IN CLINTON COUNTY, OHIO. 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 OHIO THAN IN YOUR OWN STATE.
2. THE FRANCHISE AGREEMENT STATES THAT OHIO 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. YOU WILL NOT BE GRANTED ANY EXCLUSIVE TERRITORY.
4. THE SUCCESS OF AN EMSAR® FRANCHISE IS CONDITIONED ON MANUFACTURERS OF MEDICAL PRODUCTS AUTHORIZING US AND YOU TO PERFORM EQUIPMENT MANAGEMENT, SERVICE AND REPAIR ON THOSE MANUFACTURERS' MEDICAL PRODUCTS AND YOUR SELLING THOSE SERVICES TO OWNERS AND USERS OF THOSE MEDICAL PRODUCTS. IF MANUFACTURERS DO NOT GRANT THIS AUTHORIZATION, OR ANY MANUFACTURER(S) WHO HAS PREVIOUSLY AUTHORIZED US AND YOU TO PERFORM THESE SERVICES TERMINATES ITS AUTHORIZATION, THE FRANCHISE BUSINESS CONDUCTED BY YOU MAY BECOME LIMITED OR NON-EXISTENT. THE AUTHORIZATION FOR ANY OR ALL FRANCHISEES TO PERFORM THESE SERVICES MAY BE TERMINATED FOR ANY REASON, INCLUDING, BUT NOT LIMITED TO: (i) EXPIRATION OF THE TERM OF THE AUTHORIZATION; (ii) OUR FAILURE TO PERFORM IN ACCORDANCE WITH THE AUTHORIZATION; (iii) FAILURE BY ANY FRANCHISEE TO PERFORM IN ACCORDANCE WITH THE AUTHORIZATION; OR (iv) BANKRUPTCY OF THE MANUFACTURER.
5. WE MAY CHANGE, LIMIT OR DENY YOU THE RIGHT TO PERFORM EQUIPMENT MANAGEMENT, SERVICE AND/OR REPAIR ON ANY MEDICAL PRODUCT FOR ANY REASON REGARDLESS OF WHETHER WE HAVE PREVIOUSLY BEEN AUTHORIZED TO PERFORM EQUIPMENT MANAGEMENT, SERVICE AND/OR REPAIR ON SUCH PRODUCT AND REGARDLESS OF WHETHER OUR OTHER FRANCHISEES ARE PERMITTED TO PERFORM EQUIPMENT MANAGEMENT, SERVICE AND/OR REPAIR ON THIS PRODUCT.
6. THERE MAY BE OTHER RISK FACTORS CONCERNING THIS FRANCHISE.

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

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