



## **FRANCHISE DISCLOSURE DOCUMENT**

2017 Executive Home Care FDD

GP:4839405 v4

## FRANCHISE DISCLOSURE DOCUMENT

Executive Home Care Franchising, LLC  
(a New Jersey Limited Liability Company)

270 State Street

Hackensack, New Jersey 07601

Telephone: (855) 393-2372

Email: [franchising@executivehomecare.com](mailto:franchising@executivehomecare.com)

Home page: [www.executivehomecare.com](http://www.executivehomecare.com)



The franchisee will operate a business providing in-home comprehensive care and medical services to home care clients and supplemental healthcare staff to institutional clients.

The total investment necessary to begin operation of an EXECUTIVE CARE YOUR HOME CARE COMPANY® franchised business is \$99,650 to \$169,900. This includes \$44,900 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 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 or grant. **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 forms, contact Executive Care at 270 State Street, Hackensack, New Jersey 07601, or (855) 393-2372.

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 “Buying a Franchise: A Consumer Guide,” 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.

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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 E** 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 LITIGATION ONLY IN NEW JERSEY. OUT OF STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST MORE TO LITIGATE WITH EXECUTIVE CARE IN NEW JERSEY THAN IN YOUR HOME STATE.
2. THE FRANCHISE AGREEMENT REQUIRES THAT NEW JERSEY LAW GOVERNS THIS AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
3. SPOUSE(S) OF THE FRANCHISE OWNERS MUST SIGN A PERSONAL GUARANTY MAKING SUCH SPOUSE(S) JOINTLY AND SEVERALLY LIABLE FOR ALL OBLIGATIONS OF THE FRANCHISE WHETHER OR NOT THEY ARE INVOLVED IN THE OPERATION OF THE FRANCHISE BUSINESS. THIS REQUIREMENT PLACES THE PERSONAL AND MARITAL ASSETS OF THE FRANCHISE OWNERS AND SPOUSE(S) AT RISK.
4. YOU MUST PAY THE FRANCHISOR MINIMUM ROYALTY FEES OF \$500 EACH MONTH AFTER YOU BEGIN BUSINESS, EVEN IF THE FRANCHISE BUSINESS HAS NO REVENUE.
5. THE APPROVED TERRITORY IS NOT EXCLUSIVE AND YOU WILL FACE COMPETITION FROM THE FRANCHISOR POSSIBLY IN THE APPROVED TERRITORY OR THROUGH ALTERNATIVE CHANNELS OF DISTRIBUTION.
6. THE FRANCHISOR HAS A LIMITED OPERATING HISTORY. THE FRANCHISOR'S FINANCIAL RESOURCES MAY NOT BE ADEQUATE TO FUND THE FRANCHISOR'S PRE-OPENING OBLIGATIONS TO EACH FRANCHISEE AND PAY OPERATING EXPENSES.
7. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.  
Effective Date: See the next page for the state effective date table.

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