



## **EXPRESS SERVICES, INC.**FRANCHISE DISCLOSURE DOCUMENT



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## FRANCHISE DISCLOSURE DOCUMENT



EXPRESS SERVICES, INC.
A Colorado Corporation
9701 Boardwalk Blvd.
Oklahoma City, Oklahoma 73162
(800) 652-6400
franchising@expresspros.com
http://www.expresspros.com

The franchisee will operate an "Express Employment Professionals" business that may provide a variety of services, including flexible staffing, temporary/contract staffing, career placement, and professional search business (the "Express Employment Professionals Business").

The total investment necessary to begin operation of an Express Employment Professionals Business Core—Traditional Model ranges from \$120,000 to \$140,000; Expanded Professional Staffing Model ranges from \$170,000 to \$196,000; and Territory Development Model ranges from \$219,000 to \$244,000. This includes \$35,000, and, with respect to the Territory Development Model, \$84,000, that must be paid to Us as initial franchise fee. The total investment necessary to begin the operation of an authorized branch office ("Branch Office"), or recruiting station ("Recruiting Station"), if you meet our criteria, within your territory is from \$32,750 to \$67,250. This includes \$3,000 that must be paid to Us as the Branch Office Fee.

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 Franchising Department at 9701 Boardwalk Blvd., Oklahoma City, Oklahoma 73162 and (877) 652-6400.

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, D.C. 20580. You can also visit the FTC's home page at <a href="www.ftc.gov">www.ftc.gov</a> 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 <u>Exhibit E</u> 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 PERMITS THE FRANCHISEE TO LITIGATE ONLY IN THE STATE OF OKLAHOMA. OUT OF STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST MORE TO LITIGATE WITH THE FRANCHISOR IN ITS STATE THAN IN YOUR HOME STATE.
- \*2. THE FRANCHISE AGREEMENT STATES THAT THE LAWS OF OKLAHOMA GOVERN THE AGREEMENT, AND THESE LAWS MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
- \*3. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.
- \* LOCAL LAW MAY SUPERSEDE THESE FRANCHISE AGREEMENT PROVISIONS. CERTAIN STATES REQUIRE THE SUPERSEDING PROVISIONS TO APPEAR IN AN ADDENDUM IN THIS DISCLOSURE DOCUMENT.

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 be sure to do your own investigation of the franchise.

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

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