



DEPARTMENT OF CORPORTIONS RECEIVED LOS ANGELES OFFICE MAY 1 7 2012

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FRANCHISE DISCLOSURE DOCUMENT

FEDERAL TRADE COMMISSION (FTC) DISCLOSURE PAGE

INFORMATION FOR PROSPECTIVE FRANCHISEES REQUIRED BY THE FTC

To protect you, we've required your franchisor to give you this information. We haven't checked it, and don't know if it's correct. It should help you make up your mind. Study it carefully. While it includes some information about your contract, don't rely on it alone to understand your contract. Read all of your contract carefully. Buying a franchise is a complicated investment. Take your time to decide. If possible, show your contract and this information to an advisor, like a lawyer or an accountant. If you find anything important that's been left out, you should let us know about it. It may be against the law.

There may also be laws on franchising in your state. Ask your state agencies about them

FEDERAL TRADE COMMISSION, Washington, D C





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FRANCHISE DISCLOSURE DOCUMENT

FIRST CALLSM NURSING SERVICES, INC

A California Corporation 1313 N Milpitas Blvd Suite 210 Milpitas, California 95035 (408) 262-1533

DESCRIPTION OF THE FRANCHISE BUSINESS The Franchise will provide professional supplemental nursing, medical and allied healthcare services (otherwise known as Healthcare Staffing Services) to hospitals, healthcare facilities or patients

- 1 The total investment necessary to begin operation of a First Call franchise (inclusive of initial training fee) is ranges from \$99,300 to \$144,100. This includes the initial training fee that must be paid to First Call as follows The initial franchise/training fee is \$85,000 if First Call has no existing Clients (e.g., contracts with hospitals) in your assigned territory and \$100,000 if First Call has existing Client(s) in your assigned territory plus \$10,000 for each additional existing Client contract in the Territory
- 2 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.
- 3 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
- 4 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 for additional information Call your state agency or visit your public library for other sources of information on franchising

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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 Appendix A-1 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 THAT DISPUTES ARISING UNDER THE FRANCHISE AGREEMENT BE FIRST RESOLVED BY A BINDING ARBITRATION AS A CONDITION PRECEDENT TO ANY LEGAL OR EQUITABLE RIGHT OF ACTION OF ANY PARTY.
- 2 YOU MAY LOSE MANAGEMENT CONTROL OF YOUR FRANCHISE PURSUANT TO FRANCHISOR'S STEP-IN RIGHTS UNDER THE FRANCHISE AGREEMENT.
- THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

Effective Date August 9, 2005

UNIFORM FRANCHISE REGISTRATION APPLICATION

File number of previous filings of Applicant 993-5446

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