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Business Oversight

FRANCHISE DISCLOSURE DOCUMENT

GOLDENEYE HOLDINGS, INC.

d/b/a Goldeneye Corporate Services

333 South Anita Drive

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(714) 634-4351

Email: j.quizon@goldeneyecs.com

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Goldeneye Holdings, Inc. d/b/a Goldeneye Corporate Services (“Goldeneye”), a California corporation, grants franchisees the right to operate a comprehensive building maintenance care business, providing commercial cleaning and maintenance services to interior and exterior environments of business and residential locations within a designated territory.

The total estimated initial investment necessary to begin operation of a Goldeneye franchise ranges from \$3,450 to \$57,750. This includes the initial franchise fee which must be paid to us which is \$2,700 to \$47,000, depending on the type of a franchise plan you choose. You will also be required to purchase certain supplies and equipment prior to servicing your first client account. The cost of the basic initial supplies and equipment is estimated at \$550 to \$2,000.

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, us or an affiliate in connection with the proposed franchise sale. **Note, however, that no government 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 disclosure in different formats, contact Joann Quizon at 333 South Anita Drive, Suite 980, Orange, CA 92868; telephone number (714) 634-4351.

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 an attorney 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 (FTC). 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.

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

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STATE COVER PAGE

- A. 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.
- B. 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.
- C. PLEASE CONSIDER THE FOLLOWING RISK FACTORS BEFORE YOU BUY THIS FRANCHISE:
1. THE FRANCHISE AGREEMENT CONTAINS PROVISIONS RELATING TO THE DOLLAR VOLUME OF ACCOUNTS WE COMMIT TO OFFER TO YOU, THE PROVISION OF A REFUND IF WE DO NOT OFFER THE STIPULATED DOLLAR VOLUME OF ACCOUNTS, AND FOR YOUR RIGHTS OF TERMINATION IF WE OFFER YOU NO ACCOUNTS WITHIN THE FIRST 180 BUSINESS DAYS FOLLOWING THE DATE YOU COMPLETE TRAINING. IF WE DO NOT PROVIDE THE STIPULATED VALUE OF ACCOUNTS, YOUR GROSS REVENUE FROM THE BUSINESS WILL BE CORRESPONDINGLY REDUCED. IN ADDITION, WE HAVE A SHORT OPERATING HISTORY SO OUR ABILITY TO MAINTAIN OUR COMMITMENTS CONCERNING THE FOREGOING WILL BE RELATED TO OUR SUCCESS.
 2. THE FRANCHISE AGREEMENT DOES NOT GRANT YOU A RIGHT TO AN EXCLUSIVE TERRITORY.
 3. FROM OUR INCEPTION UNTIL MAY 14, 2012, WE OPERATED UNDER A MASTER FRANCHISE AGREEMENT WITH STRATUS FRANCHISING, LLC, A MISSOURI LIMITED LIABILITY COMPANY ("STRATUS FRANCHISING"), WHEREBY WE ACQUIRED THE RIGHTS TO SELL COMMERCIAL CLEANING AND MAINTENANCE SERVICE FRANCHISES IN ORANGE COUNTY UNDER THE "STRATUS" TRADEMARK AND OPERATED OUR BUSINESS AS "STRATUS BUILDING SOLUTIONS OF ORANGE COUNTY." EFFECTIVE MAY 15, 2012, OUR FRANCHISE AGREEMENT WITH STRATUS FRANCHISING TERMINATED, AND WE OPERATE OUR BUSINESS UNDER OUR OWN TRADE NAME, WITHOUT SUPPORT FROM STRATUS FRANCHISING.
 4. IF WE CEASE TO CONDUCT OUR BUSINESS, YOUR FRANCHISE AGREEMENT MAY BE TERMINATED.

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