


FRANCHISE DISCLOSURE DOCUMENT

 <p><b>HEITS</b> <b>BUILDING SERVICES</b>®</p>	<p align="right"> <b>FRANCHISOR</b>  <b>HEITS BUILDING SERVICES, INC.</b>  <b>A New Jersey Corporation</b>  <b>777 Terrace Avenue, Third Floor</b>  <b>Hasbrouck Heights, New Jersey 07604</b>  <b>(201) 288-7708</b>  <b>www.heits.com</b> </p> <p align="right"> <b>MASTER FRANCHISEE</b>  <b>ROSHE ENTERPRISES, INC.,</b>  <b>a Minnesota corporation</b>  <b>d/b/a HEITS BUILDING SERVICES OF</b>  <b>MINNESOTA</b>  <b>7575 Golden Valley Road, Suite 378,</b>  <b>Minneapolis, MN 55427</b>  <b>763-253-4700</b>  <b>www.heitsofminnesota.com</b>  <b>rhandy@heits.com</b> </p>
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The franchise being offered is for a HEITS Building Services® (“HEITS®”) janitorial business. HEITS® janitorial businesses purchase a certain dollar volume of commercial and multi-unit residential janitorial accounts to service, and operate a commercial cleaning and other building services business in accordance with our business system and standards (referred to hereafter as a “Janitorial Business” or “Janitorial Businesses”). As the Master Franchisee of Heits Building Services, Inc. for the State of Minnesota, we offer HEITS® Janitorial Business franchises for the right to develop and operate a single Janitorial Business located within Minnesota and to receive a specified dollar volume of accounts to service.

The total investment necessary to begin operation of a HEITS® Janitorial Business franchise is approximately \$8,263 to \$71,950 (the lower end of the range assumes a 5% cash discount for the lump sum payment of the initial franchise fee and a \$350 cash discount if the franchisee is a corporation or limited liability company). This includes between approximately \$7,488 and \$55,750 depending upon the account dollar volume you purchase that must be paid to the Master Franchisee 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, us 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 Robin Handy of Heits Building Services of Minnesota at 7575 Golden Valley Road, Suite 378, Minneapolis, MN 55427, Phone: 763-253-4700.

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read your entire contract carefully. Show your contract and this disclosure statement 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, DC 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 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 franchise 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, if any, for the state listed in EXHIBIT A for information about the franchisor, about other franchisors, 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 YOU TO SUE US ONLY IN HENNEPIN COUNTY, STATE OF MINNESOTA. OUT OF STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO LITIGATE WITH US IN MINNESOTA THAN IN YOUR HOME STATE.
2. THE FRANCHISE AGREEMENT STATES THAT MINNESOTA LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTION AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
3. YOUR SPOUSE(S), AND/OR EACH SPOUSE OF YOUR OWNERS/PARTNERS/MEMBERS, ETC. IF YOU ARE A LEGAL ENTITY, MUST SIGN A PERSONAL GUARANTY AND PERSONALLY GUARANTEE ALL OBLIGATIONS OF THE FRANCHISED BUSINESS, WHETHER OR NOT YOUR SPOUSE(S) IS/ARE INVOLVED IN THE OPERATION OF THE BUSINESS. THIS REQUIREMENT PLACES AT RISK THE PERSONAL ASSETS OF YOU, THE OWNERS/PARTNERS/MEMBERS OF YOU IF YOU ARE A LEGAL ENTITY, AND/OR YOUR SPOUSE(S).
4. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

We may 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.

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