

FRANCHISE DISCLOSURE DOCUMENT



HCAFranchise Corporation, d/b/a Home Care Assistance 1-866-4-LiveIn®
525 University Ave. Suite 605
Palo Alto, CA 94301
Phone: (650) 462-9501
www.homecareassistance.com

As a franchisee, you will operate a non-medical home care business that provides in-home companionship services under the name “Home Care Assistance 1-866-4-LiveIn®.”

The total investment necessary to begin operation of a single ~~Home Care Assistance~~System Office is from ~~\$79,000~~83,950 to ~~\$194,000~~198,950; between ~~\$35,000~~39,950 and ~~\$65,000~~69,950 of that must be paid to the franchisor. If you purchase an Area Development Agreement, you must also pay the franchisor a development fee of \$10,000 per franchise in the Development Area.

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 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 disclosures in different formats, contact Lily Sarafan, HCAFranchise Corporation, 148 Hawthorne Avenue, Palo Alto, California 94301, (650) 462-9501, or at lsarafan@homecareassistance.com.

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.

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 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.

ISSUANCE DATE: ~~December 20, 2012~~

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[June 6, 2013](#)

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 A 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 OUR 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 ARBITRATION AND MEDIATION ONLY IN CALIFORNIA. OUT-OF-STATE ARBITRATION AND / OR ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO ARBITRATE AND / OR MEDIATE WITH US IN CALIFORNIA THAN IN YOUR OWN STATE.
2. THE FRANCHISE AGREEMENT STATES THAT NEVADA LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
3. THE FRANCHISE AGREEMENT REQUIRES YOU TO BILL A MINIMUM OF \$15,000 PER MONTH AFTER YOU COMPLETE YOUR FIRST FULL YEAR OF OPERATIONS. IF YOU DO NOT REACH THIS MINIMUM BILLING THRESHOLD, WE HAVE THE RIGHT TO REDUCE OR ELIMINATE YOUR PROTECTED TERRITORY. SEE ITEM 12 OF THIS DISCLOSURE DOCUMENT AND PARAGRAPH 5.6 FOR MORE INFORMATION.
4. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

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.

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