



HOME INSTEAD SENIOR CARE[®]
FRANCHISE DISCLOSURE DOCUMENT

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FRANCHISE DISCLOSURE DOCUMENT

HOME INSTEAD, INC.,
A Nebraska Corporation
13323 California Street,
Omaha, Nebraska 68154
402-498-4466
franinfo@homeinstead.com
www.homeinstead.com



As a franchisee, you will operate a Home Instead Senior Care[®] business which provides in-home non-medical care and companionship services for the elderly.

The total investment necessary to begin operation of a Home Instead Senior Care[®] franchise business is from ~~\$56,334~~57,694 to ~~\$72,470~~76,470. This includes ~~\$44,000~~45,000 which must be paid to the ~~franchisor~~us as the initial franchise 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~~Home Instead 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 to you. To discuss the availability of disclosures in different formats, contact the Franchise Development Department at 13323 California Street, Omaha, Nebraska 68154, 402-498-4466.

The terms of your contract will govern your franchise relationship. Do not rely on the disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract in this disclosure document to an advisor, such as a lawyer or accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. 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.

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

~~Effective~~FTC Issuance Date: April ~~23, 2013~~30, 2014

STATE COVER PAGE

Your state may have a franchise law that requires a franchisor ~~Home Instead~~ to register or file with a state franchise administrator before offering or selling a franchise 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 administrators listed in Exhibit D for information about the franchisor ~~HOME INSTEAD~~, 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.

~~WE MAY USE THE SERVICES OF ONE OR MORE FRANCHISE BROKERS OR REFERRAL SOURCES TO ASSIST US IN SELLING OUR FRANCHISES. A FRANCHISE BROKER OR REFERRAL SOURCE REPRESENTS US, NOT YOU. WE PAY THIS PERSON A FEE FOR SELLING OUR FRANCHISES OR REFERRING YOU TO US. YOU SHOULD MAKE SURE TO DO YOUR OWN INVESTIGATION OF THE FRANCHISE.~~

Please consider the following RISK FACTORS before you buy this franchise:

1. **THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY LITIGATION ONLY IN NEBRASKA. 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 NEBRASKA THAN IN YOUR OWN STATE.**
2. **THE FRANCHISE AGREEMENT STATES THAT NEBRASKA LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTION AND BENEFITS AS YOUR LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.**
3. **THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE. YOUR SPOUSE AND ALL OWNERS/PARTNERS AND THEIR SPOUSE(S) MUST PERSONALLY GUARANTEE ALL OF THE OBLIGATIONS UNDER THE FRANCHISE AGREEMENT WHETHER OR NOT THEY PARTICIPATE IN THE OPERATION OF THE FRANCHISED BUSINESS. SPOUSE(S) MUST SIGN THE GUARANTY AND ASSUMPTION OF OBLIGATIONS AGREEMENT BECOMING JOINTLY AND SEVERALLY LIABLE FOR ALL DEBTS OF THE FRANCHISE. THIS REQUIREMENT PLACES THE PERSONAL ASSETS OF THE FRANCHISEE AND SPOUSE(S) AT RISK.**
4. **ALL MEMBERS OF YOUR IMMEDIATE FAMILY AND THE IMMEDIATE FAMILY OF YOUR OWNERS/PARTNERS ARE BOUND BY ALL CONFIDENTIALITY AND NON-COMPETITION COVENANTS OF THE AGREEMENT, WHETHER OR NOT THEY ARE INVOLVED IN THE OPERATION OF THE FRANCHISED BUSINESS.**

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