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Department of  
Business Oversight

**FRANCHISE DISCLOSURE DOCUMENT  
for Unit Franchises  
Right First, Inc  
(A California Corporation D/B/A Jan-Pro of San Francisco)  
61 Airport Blvd Ste B  
South San Francisco, CA 94080  
customerservice sf@jan-pro com  
www sf jan-pro com  
(650) 259-9120**

We offer franchises to independently own and operate a cleaning and maintenance business that performs commercial, industrial, and institutional cleaning and maintenance services under the service mark JAN-PRO® and other trademarks, trade names, service marks, slogans and logos we authorize

The total investment necessary to begin operation of a Jan-Pro unit franchise is about \$3,935 to \$51,605 This includes \$2,520 to \$44,000 that must be paid to us or our 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, 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**

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 James C Smith, Right First, Inc , 61 Airport Blvd Ste B, South San Francisco, CA 94080, (650) 259-9120

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, 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

**Issuance Date April 19, 2016, as amended on June 24, 2016**

## STATE COVER PAGE

Your state may have a franchise law that requires us 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 Item 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 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 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 MEDIATION, ARBITRATION, OR LITIGATION ONLY IN CALIFORNIA. OUT-OF-STATE DISPUTE RESOLUTION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO LITIGATE WITH US IN FLORIDA THAN IN YOUR OWN STATE**

**2 THE FRANCHISE AGREEMENT STATES THAT CALIFORNIA 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 LOCAL LAWS MAY SUPERSEDE THESE FRANCHISE AGREEMENT PROVISIONS. CERTAIN STATES REQUIRE THE SUPERSEDING PROVISIONS TO APPEAR IN AN ADDENDUM IN THIS DISCLOSURE DOCUMENT**

**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 make sure to do your own investigation of the franchise

**Registration of this franchise with the state does not mean that the state recommends it or has verified the information in this Disclosure Document. If you learn that anything in this Disclosure Document is untrue, contact the Federal Trade Commission and the appropriate State agency listed in Exhibit D**

Effective Date May 2, 2016, as amended on \_\_\_\_\_, 2016

## ITEM 1

### THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

To simplify the language in this disclosure document, **Right First, Inc** means the franchisor and is referred to in this disclosure document as "**we**", "**us**", and "**our**" "**You**" and "**your**" mean the person who buys the franchise, the franchisee. If the franchisee is a partnership, corporation, or other entity, "**you**" includes the franchisee's owners, who must agree to be personally bound under the Franchise Agreement

#### **Our Information**

We are a California Corporation that was organized on August 30, 2011. We do business under the name **Jan-Pro Cleaning Systems of San Francisco**. Our principal business address is 61 Airport Blvd, Ste B, South San Francisco, CA 94080. Our agent for service of process is listed on Exhibit D.

We are in the business of offering, selling, and supporting Jan-Pro unit franchises ("Franchises"). We have been offering Franchises since February 13, 2012. Although we are a Jan-Pro regional master franchisee, we have never operated a Franchise. We also have never offered franchises in any other line of business.

#### **Our Parents and Affiliates**

We do not have any parents. We do not have any affiliates that provide products or services to franchisees or that offer franchises in any line of business.

#### **Our Predecessor**

Our predecessor is Phase Two Ventures, Inc., which owned the Territory from July 7, 2005 until November 1, 2011, when we purchased the assets of the business under an Asset Purchase Agreement. We have no other predecessors. We had an affiliated company, Connor-Nolan, Inc. d/b/a Jan-Pro Cleaning Systems of Silicon Valley. This entity was a California corporation formed on May 29, 2001, with its principal place of business at 4000 Moorpark Avenue, Suite 105, San Jose, California 95117. Connor-Nolan, Inc. was a Regional Franchisor of the "Master Franchisor" and began offering Jan-Pro franchises within its region in February 2001. On March 1, 2015, we purchased all of the assets (including franchise agreements) of Connor-Nolan, Inc., and Connor-Nolan, Inc. was dissolved. All existing Jan-Pro of Silicon Valley operations were assumed by us.

#### **The Franchises Offered**

Jan-Pro Franchising International, Inc. (the "Master Franchisor") has developed a system (the "System") to independently own and operate a comprehensive cleaning and maintenance business that performs commercial janitorial and related services under the service mark JAN-PRO® and other trademarks, trade names, service marks, slogans and logos that it authorizes (collectively, the "Proprietary Marks"). The Master Franchisor has granted us the right to offer and sell Franchises to persons who want to independently own and operate Jan-Pro businesses to service janitorial customers in our designated territory. Our designated territory consists of the Counties of Santa Clara, Santa Cruz, San Francisco, Marin, Sonoma, and Napa plus the

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