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FRANCHISE DISCLOSURE DOCUMENT

KEI FRANCHISING CORP.
(a California corporation)
36343 W. Cartegna Lane
Maricopa, Arizona 85138
1-888-878-8837

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E-mail Address: info@keiwindows.com
www.keiwindows.com

We offer a franchise to sell commercial and residential window cleaning services. We offer four sizes of franchise plans (Plan A, Plan B, Plan C and Plan D).

Plan	Total Investment Necessary to Begin Operations:	Amount That Must Be Paid to Franchisor
A	\$20,090 to \$29,775	\$13,000
B	\$26,090 to \$35,775	\$19,000
C	\$30,090 to \$39,775	\$23,000
D	\$36,090 to \$45,775	\$29,000

This disclosure document ("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 any 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 Donald L. Black, 36343 W. Cartegna Lane, Maricopa, Arizona 85138, and (888-878-8837).

The terms of your franchise agreement will govern your franchise relationship. Do not rely upon the Disclosure Document alone to understand your franchise agreement. Read all of your franchise agreement and related documents carefully. You should review your franchise agreement and this Disclosure Document with an advisor, such as an attorney or an accountant.

Buying a franchise is a complex investment. The information in this Disclosure Document can help you to make an informed decision. 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 webpage 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.

Date of Issuance: March 1, 2012

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 E 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 ENTER INTO AN AGREEMENT, 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 purchase this franchise:

- 1. THE FRANCHISE AGREEMENT CONTAINS A MANDATORY BINDING ARBITRATION CLAUSE. LEGAL PROCEEDINGS WILL TAKE PLACE IN THE COUNTY IN WHICH OUR THEN-CURRENT HEADQUARTERS IS LOCATED, AND THAT MAY COST YOU MORE, AND BE LESS CONVENIENT. YOU AND WE WILL GENERALLY BEAR EACH OF OUR OWN COSTS IN ANY DISPUTE. THE FRANCHISE AGREEMENT PROVIDES THAT THE LAWS OF THE STATE WHERE YOUR FRANCHISE IS LOCATED GOVERN THE AGREEMENT. OUT OF STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. YOU MAY WANT TO CONSULT AN ATTORNEY REGARDING COMPARISON OF THESE LAWS.**
- 2. THE FRANCHISE AGREEMENT REQUIRES THAT THE FRANCHISEE MAINTAIN A QUALITY LEVEL OF WINDOW CLEANING SERVICES. LOSS OF 10% OR MORE OF THE NUMBER OF COMMERCIAL ACCOUNTS IN ANY GIVEN 12 MONTH PERIOD, AS A DIRECT RESULT OF POOR SERVICE BY THE FRANCHISEE, MAY RESULT IN THE FRANCHISEE'S LOSS OF THE FRANCHISE.**
- 3. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.**

The Effective Date of this Disclosure Document is _____, 2012

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