

FRANCHISE DISCLOSURE DOCUMENT

Next Day Access, LLC a Tennessee Limited Liability Company

8500 Wolf Lake Drive, Suite 114, Bartlett, TN 38133

www.nextdayaccess.com



A **Next Day Access**[™] franchisee will engage in the sale and rental of ramps and additional related products and accessories that enhance the quality of life of physically disabled or challenged persons (the “Next Day Access Franchise” or the “Franchised Business”).

The total investment necessary to begin operation of the Franchised Business is \$79,325 - \$106,700, not including real estate costs and the cost to purchase of the exclusive right to develop in the Territory or some portion of that Territory you have selected, which is not required. You may operate in a Territory without purchasing the exclusive right to do so but then the territory remains open to franchise to another qualified franchise prospect (see Item 7 Note 2).

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 to you. To discuss the availability of disclosures in different formats, contact our Vice President for Franchise Development at bob.dill@nextdayaccess.com or 901-791-0014.

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 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.

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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 of the Disclosure Document 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 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 REQUIRES YOU TO RESOLVE DISPUTES WITH US BY MEDIATION AND ARBITRATION ONLY IN TENNESSEE. OUT-OF-STATE MEDIATION AND ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO MEDIATE AND ARBITRATE WITH US IN TENNESSEE THAN IN YOUR OWN STATE.
2. THE FRANCHISE AGREEMENT STATES THAT TENNESSEE 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. YOUR FAILURE TO ATTAIN \$20,000 IN MONTHLY GROSS REVENUE AT LEAST ONCE DURING EVERY YEAR OF FRANCHISE OPERATIONS IS A DEFAULT UNDER THE FRANCHISE AGREEMENT AND GROUNDS FOR TERMINATION OF THE FRANCHISE.
4. THE FRANCHISE AGREEMENT REQUIRES THAT YOU WAIVE ANY RIGHT YOU MAY HAVE TO A TRIAL BY JURY.
5. YOU MUST GRANT US A PRIORITY SECURITY INTEREST IN ALL PRESENT AND FUTURE ACCOUNTS, INVENTORY, EQUIPMENT, INTANGIBLES, PROCEEDS AND INTEREST IN THE FRANCHISE. THIS SECURITY INTEREST MAY IMPAIR YOUR ABILITY TO OBTAIN FINANCING FOR YOUR OPERATIONS.
6. UPON EARLY TERMINATION OF THE FRANCHISE, YOU ARE LIABLE FOR THE PAYMENT OF ROYALTY AND AD FEES FOR THE REMAINING TERM OF THE FRANCHISE AGREEMENT. THE AMOUNT OF ROYALTY AND AD FEES OWED TO US IS DETERMINED ON THE BASIS OF YOUR AVERAGE MONTHLY FEES FOR THE 12 MONTHS BEFORE TERMINATION MULTIPLIED BY THE LESSER OF 36 MONTHS OR THE NUMBER OF MONTHS REMAINING IN THE FRANCHISE AGREEMENT TERM.
7. WE MAY REQUIRE THAT THE SPOUSES OF THE FRANCHISE PRINCIPALS, GENERAL PARTNERS OR MEMBERS SIGN A PERSONAL GUARANTEE MAKING THEM JOINTLY AND SEVERALLY LIABLE FOR ALL DEBTS AND OBLIGATIONS OF THIS FRANCHISE WHETHER OR NOT THEY ARE INVOLVED IN THE OPERATION OF THE FRANCHISED BUSINESS. THIS REQUIREMENT PLACES THE PERSONAL ASSETS OF THE FRANCHISE OWNERS AND SPOUSES AT RISK.
8. YOU ARE REQUIRED TO PURCHASE FROM APPROVED SUPPLIERS. IF ANY SUPPLIER SO DESIGNATED CAN NOT PROVIDE THE DESIRED GOODS AND/OR SERVICES AND A QUALIFIED SUBSTITUTE SUPPLIER CANNOT BE IDENTIFIED AND APPROVED QUICKLY ENOUGH, YOU MAY NOT BE ABLE TO FULFIL YOUR OBLIGATIONS UNDER THE FRANCHISE AGREEMENT AND INDIVIDUAL CONTRACTS WITH CUSTOMERS.

9. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

State Effective Dates:

The following states require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington.

This Franchise Disclosure Document is registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

STATE	EFFECTIVE DATE
California	
Hawaii	
Illinois	
Indiana	
Michigan	
Minnesota	
New York	
South Dakota	
Virginia	
Washington	

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