

## FRANCHISE DISCLOSURE DOCUMENT



## NURSE NEXT DOOR HOME HEALTHCARE SERVICES (USA) INC.

(a Washington corporation)
320 – 5511 West Boulevard
Vancouver, British Columbia, Canada
V6M 3W6
604-228-4357
www.nursenextdoor.com

You will operate a business that provides comprehensive care and medical services to home care clients within their home and as supplemental healthcare staff to institutional clients, such as hospitals, retirement facilities and clinics, using the Nurse Next Door® business system.

The total investment necessary to begin operation of a Nurse Next Door® franchise is \$134,600 to \$180,400. This includes \$50,000 that you must pay 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, us 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 disclosure in different formats, contact our Chief Financial Officer at 320-5511 West Boulevard, Vancouver, British Columbia, Canada, V6M 3W6 and 604-228-4357.

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 "<u>A Consumer's Guide to Buying a Franchise</u>," 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.



There may a	lso be laws on franchis	sing in your state.	Ask your state agen	cies about ther
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## 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 Attachment E for information about us 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 LITIGATION ONLY IN WASHINGTON AND MEDIATION ONLY IN VANCOUVER, BRITISH COLUMBIA, CANADA. OUT-OF-STATE LITIGATION AND MEDIATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO LITIGATE OR MEDIATE WITH US IN WASHINGTON OR CANADA THAN IN YOUR OWN STATE.
- 2. THE FRANCHISE AGREEMENT STATES THAT WASHINGTON LAW GOVERNS THE CONSTRUCTION AND INTERPRETATION OF THIS AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
- 4. WE MAY TERMINATE THE FRANCHISE AGREEMENT IF YOU DO NOT MEET ANNUAL GROSS SALE MINIMUMS IN THE FOLLOWING AMOUNTS: YEAR 1: \$125,000; YEAR 2: \$225,000; YEAR 3: \$325,000; YEAR 4: \$425,000; YEAR 5: 525,000; YEAR 6+: \$525,000 PLUS 10% EACH SUCCESSIVE YEAR.
- 5. WE MAY TERMINATE THE FRANCHISE AGREEMENT, WITHOUT REFUND, IF YOU DO NOT COMPLETE THE INITIAL TRAINING PROGRAM TO OUR SATISFACTION.

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