

**ORBIT USA
FRANCHISE DISCLOSURE DOCUMENT**

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Received
LA Mailroom

MAY 26 2015

Department of
Business Oversight

The franchise offered is for an Orbit Janitorial Franchise, which provides comprehensive and systematic cleaning of commercial, institutional and industrial spaces. You, the franchisee will provide these services operating under the Orbit Marks and using the Orbit System.

The total investment necessary to begin operation of an Orbit Franchise ranges from \$10,500 to \$81,500 depending on the package size you choose. This includes the Initial Franchise Fee of \$7,000 to \$69,000.

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.**

The terms of your franchise agreement will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read all of your franchise agreement carefully. Show your franchise agreement 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 in your state.

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

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

ISSUING DATE _____

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 OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT

Call the state franchise administrator listed in Exhibit A 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

THE ORBIT FRANCHISE AGREEMENT REQUIRES THAT ALL CLAIMS AND ACTIONS ARISING OUT OF OR RELATING TO THE AGREEMENT SHALL BE COMMENCED WITHIN TWO (2) YEARS FROM THE OCCURRENCE OF SUCH CLAIM OR ACTION

WE, ORBIT USA, WILL TRY TO OFFER YOU CUSTOMERS IN YOUR PREFERRED AREA, HOWEVER, YOU WILL NOT RECEIVE AN EXCLUSIVE TERRITORY OR EXCLUSIVE TERRITORY RIGHTS ORBIT MAY OFFER YOU CUSTOMERS ANYWHERE WITHIN THE OPERATING TERRITORY IN WHICH YOU CONDUCT BUSINESS YOU MAY FACE COMPETITION WITHIN THE OPERATING TERRITORY FROM OTHER ORBIT FRANCHISEES

TO PROTECT THE ORBIT BRAND, WE, THE FRANCHISOR, RETAIN THE RIGHT TO TERMINATE FRANCHISEES SERVICING OF ORBIT FRANCHISEES' CUSTOMER(S) IF WE DETERMINE THROUGH INSPECTION OR COMPLAINT THAT THE CUSTOMER IS RECEIVING SERVICE THAT DOES NOT MEET ORBIT BRAND STANDARDS

ONCE OUR OBLIGATION TO OFFER YOU, THE FRANCHISEE, INITIAL BUSINESS HAS BEEN FULFILLED, WE SHALL HAVE NO OBLIGATION TO OFFER YOU ADDITIONAL BUSINESS

DURING THE TERM OF THE FRANCHISE AGREEMENT, FRANCHISEES MAY NOT PROVIDE COMMERCIAL JANITORIAL SERVICES UNDER A DIFFERENT BRAND NAME AND MUST PAY US FEES TO FOR ALL CUSTOMERS, EVEN CUSTOMERS FRANCHISEE INDEPENDENTLY OBTAINS

IF YOU, THE FRANCHISEE, ARE NOT A CORPORATION OR LIMITED LIABILITY COMPANY AT THE TIME OF THE SIGNING OF THE JANITORIAL FRANCHISE AGREEMENT, FRANCHISEE SHALL, NO LATER THAN THE SUCCESSFUL COMPLETION OF INITIAL TRAINING, BE REQUIRED TO TRANSFER AND ASSIGN THE FRANCHISE TO A CORPORATION OR LIMITED LIABILITY COMPANY OF WHICH FRANCHISEE OR THE PARTNERS OF THE FRANCHISEE IS/ARE THE SOLE SHAREHOLDER(S) OR MEMBER(S)

THE FRANCHISE AGREEMENT REQUIRES YOU TO INITIALLY RESOLVE DISPUTES WITH US BY NON-BINDING MEDIATION IF THE DISPUTE IS NOT RESOLVED BY SUCH MEDIATION, LITIGATION TO RESOLVE THE DISPUTE WILL BE CONDUCTED IN THE STATE OF CALIFORNIA

Effective Date _____

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