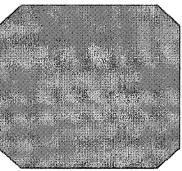


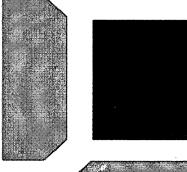


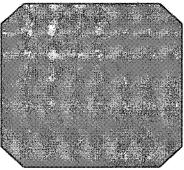
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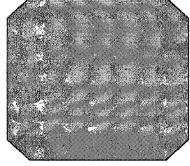


Right at Home Franchise Disclosure Document Multi-State

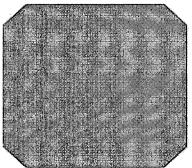




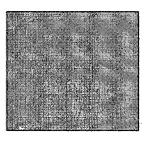
















FRANCHISE DISCLOSURE DOCUMENT

Right at Home, Inc.

A NEBRASKA CORPORATION
6464 CENTER STREET, SUITE 150
OMAHA, NEBRASKA 68106
(402) 697-7537
DEVELOPMENT@RIGHTATHOME.NET
WWW.RIGHTATHOME.NET



The franchisee will operate a Right at Home business that provides (i) in-home assistance and companionship services for seniors and others, and (ii) supplemental staffing services for nursing homes, hospitals and other medical institutional settings.

The total investment necessary to begin operation of a Right a Home franchise ranges from \$64,900 to \$111,600 (the total amount of Item 7). This includes \$42,500 that must be paid to the franchisor.

If you sign a Multiple Unit Development Agreement, you will pay an Initial Franchise Fee of \$42,500 for the first Franchised Business plus \$28,500 for each additional Franchised Business that you intend to develop under the terms of the Multiple Unit Development Agreement.

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 fourteen (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 disclosure document.

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, N.W., 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** 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 FRANCHISE AGREEMENT AND MULTIPLE UNIT DEVELOPMENT AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY ARBITRATION ONLY IN NEBRASKA. OUT-OF-STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO ARBITRATE WITH US IN NEBRASKA THAN IN YOUR OWN STATE.

WE RESERVE THE RIGHT TO REQUIRE YOUR SPOUSE TO SIGN A PERSONAL GUARANTY MAKING HIM/HER JOINTLY AND SEVERALLY LIABLE FOR THE OBLIGATIONS UNDER THE FRANCHISE AGREEMENT AND PLACING HIS/HER PERSONAL ASSETS AT RISK.

THE FRANCHISE AGREEMENT AND MULTIPLE UNIT DEVELOPMENT AGREEMENT STATE THAT NEBRASKA LAW GOVERNS THE AGREEMENTS, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTION AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.

YOUR FRANCHISE MAY BE TERMINATED IF YOU FAIL TO MEET THE AVERAGE NET BILLING REQUIREMENTS ESTABLISHED FOR YOUR FRANCHISED BUSINESS.

THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

We 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 be sure to do your own investigation of the franchise.

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