

MEGELVED

2015:MAR 118 PM 2: 50

DEPARTMENT OF BUSINESS OVERSIGHT SAN FRANCISCO



SeekingSitters Franchise System, Inc. Franchise Disclosure Document

For Use in.

Alabama, Alaska, Arızona, Arkañsas, Colorado, Delaware, Florida, Ĝeorgia, Idaho, Iowa, Indiana, Kansas, Kentucky, Louisiana, Massachusetts, Mississippi, Missouri, Montana, Nevada, New Hampshire, New Jersey, New Mexico, Ohio, Oklahoma, Pennsylvania, Tennessee, Texas, Vermont, West Virginia, Wyoming, 'Washington' D' ©

Active Registrations In

Acuve Bediarianolia ili		ve izediatiguojia ili	
	State	= =	Registration Date
1	California		May 20,2014 (Renewal Pending)
į	Maryland		June 2, 2014 (Renewal Pending)



"eekingSitters Franchise System, Inc 144 S Winston Ave Tulsa, Oklahoma 74135 Phone 918-749-3100 Fax 918-749-3544 e-mail support@seekingsitters com www seekingsitters com



SeekingSitters offers a franchise program which screens and evaluates professional babysitting, pet sitting, house sitting and study support candidates and arranges and schedules babysitting, pet sitting, house sitting and study support services for member families, a referral service business

The total investment necessary to begin operation of a SeekingSitters franchise ranges from \$59,200 to \$91,000. This includes \$49,000 that must be paid to the franchisor or its affiliate(s).

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this document and all the accompanying exhibits and 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 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 the document in different formats, contact

Pavid Kallweit 3144 S Winston Ave Tulsa, Oklahoma 74135, Phone 918-749-3100, Fax 918-749-3544, upport@seekingsitters.com

The terms of your contract will govern your franchise relationship Don't rely on the disclosure document alone to understand your contract Read the entire contract carefully Show your contract and this disclosure document to an advisor, like an attorney 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 (the FTC). 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 <u>www ftc com</u> at 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

Issuance Date February 13, 2015



STATE COVER PAGE

our 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 administrators listed in Exhibit D for information about the franchisor, about other franchisors, 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 ARBITRATION ONLY IN OKLAHOMA 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 OKLAHOMA THAN IN YOUR HOME STATE
- 2 ARBITRATION WILL NOT BE USED FOR ANY DISPUTE WHICH INVOLVES A FRANCHISEE'S CONTINUED USAGE OF ANY OF THE MARKS OR ANY ISSUE INVOLVING INJUNCTIVE RELIEF AGAINST A FRANCHISEE ALL OF THESE ISSUES WILL BE SUBMITTED INITIALLY TO A COURT IN TULSA, OKLAHOMA THE PARTIES CONSENT TO PERSONAL JURISDICTION IN CALIFORNIA OVER ANY SUCH ISSUES IS NOT SUBJECT TO ARBITRATION
- 3 THE FRANCHISE AGREEMENT STATES THAT OKLAHOMA LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW YOU MAY WANT TO COMPARE LAWS
- 4 THE FRANCHISE SYSTEM GUIDELINES AND MODEL TREATS INDIVIDUAL PROFESSIONAL SITTERS AS PROFESSIONAL SITTERS, SELF EMPLOYED FOR THE FAMILIES WORKED, UNDER THE IRS GUIDELINES IN A SINGLE INSTANCE, A SITTER WAS DETERMINED TO BE AN EMPLOYEE OF A FRANCHISEE THERE IS A RISK THAT WORKERS PERFORMING SERVICES UNDER THE SAME OR SIMILAR CIRCUMSTANCES MIGHT ALSO BE DETERMINED TO BE EMPLOYEES SUCH A DETERMINATION COULD SUBJECT THE FRANCHISEE TO THE PAYMENT OF EMPLOYMENT TAXES PLEASE SEE THE FULL DISCLOSURE REGARDING THIS MATTER IN EXHIBIT G
- 5 SPOUSES OF FRANCHISE OWNERS MUST CONSENT TO THE PERSONAL GUARANTY, PLACING THEIR MARITAL ASSETS AT RISK
- 6 THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE

Effective Date See Following Page for Effective Dates

This is a document preview downloaded from FranchisePanda.com. The full document is available for free by visiting: https://franchisepanda.com/franchises/seekingsitters