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# SeekingSitters™

## SeekingSitters Franchise System, Inc. Franchise Disclosure Document

### For Use In

Alabama Alaska Arizona Arkansas Colorado Delaware Florida Georgia, 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 C

### Active Registrations In

State	Registration Date
California	April 20 2015
Maryland	October 9, 2015

10/25/15  
10/11/15

SeekingSitters Franchise System, Inc  
3701-A S Harvard Ave #169  
Tulsa, Oklahoma 74135  
Phone 918-749-3100  
Fax 918-749-3544  
e-mail [support@seekingsitters.com](mailto:support@seekingsitters.com)  
[www seekingsitters.com](http://www.seekingsitters.com)

# SeekingSitters

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

David Kallweit 3701-A S Harvard Ave #169 Tulsa, Oklahoma 74135, Phone 918-749-3100, Fax 918-749-3544, [support@seekingsitters.com](mailto:support@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 "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 (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 [www.ftc.com](http://www.ftc.com) 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 March 24, 2016**

**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 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. FRANCHISEES IN SEVERAL STATES HAVE HAD THEIR TREATMENT OF SITTERS AS INDEPENDENT CONTRACTORS CHALLENGED. MOST OF THESE CHALLENGES HAVE RESULTED IN FINDINGS THAT THE SITTERS ARE INDEPENDENT CONTRACTORS. BUT, IN TWO CASES, 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.

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