

FRANCHISE DISCLOSURE DOCUMENT

STATE OF NEW YORK



Sitters Etc. Franchising, LLC
a Tennessee limited liability company
216 Center View Drive
Building 7, Suite 180
Brentwood, TN 37027
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Website:

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Our franchised business units provide non-medical in-home personal care services and assisted living/residential care placement services under the name “Sitters Etc. Personal Services.” We also offer “Fast Start” developer and “Area Developer” agreements for multiple units in defined areas. The total investment necessary to begin operation of a Sitters Etc. Personal Services franchise unit ranges from \$51,825 to \$99,700. This includes an initial franchise fee of \$40,500 that must be paid to us. The total investment necessary to begin operation as a Fast Start developer ranges from \$117,825 to \$165,700, including a Fast Start Fee of \$106,500 that must be paid to us. The total investment necessary to begin operation under an Area Developer agreement ranges from \$148,000 to \$265,500, including a Development Fee of at least \$125,000 that must be paid to us.

This disclosure document summarizes certain provisions of your franchise agreement, developer agreements and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive the disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to the franchisor or an affiliate along with the proposed franchise sale. **Note, however, that no government 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 disclosures in different formats, contact Robert Jackson at 216 Centerview Drive, Building 7, Suite 180, Brentwood TN 37027 or 1-877-401-5858.

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 a personal advisor, such as a lawyer or 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 can be found from the Federal Trade Commission, such as “*A Consumer’s Guide to Buying a Franchise*,” which can help you understand how to use this disclosure document. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 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.

Issuance Date: April 8, 2013 as amended on January 13, 2014.

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 E 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:

1. THE FRANCHISE AGREEMENT AND DEVELOPER AGREEMENTS EACH REQUIRES YOU TO RESOLVE DISPUTES WITH US BY LITIGATION ONLY IN THE FEDERAL AND STATE COURTS WHERE OUR HEADQUARTERS IS LOCATED WHEN THE DISPUTE ARISES. THIS DESIGNATION MAY BE SUPERSEDED BY THE LAWS OF YOUR STATE. OUR HEADQUARTERS IS LOCATED IN TENNESSEE AT THE EFFECTIVE DATE. OUT OF STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO LITIGATE WITH US IN TENNESSEE OR WHERE OUR HEADQUARTERS IS LOCATED THAN IN YOUR OWN STATE.

2. THE FRANCHISE AGREEMENT AND DEVELOPER AGREEMENTS STATE THAT TENNESSEE LAW GOVERNS THE AGREEMENTS, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.

3. CONTINUATION OF YOUR TERRITORIAL EXCLUSIVITY AND POSSIBLY YOUR FRANCHISE AGREEMENT DEPENDS ON YOUR ACHIEVING A CERTAIN GROSS SALES VOLUME.

4. BEGINNING IN YOUR FIRST MONTH OF OPERATION, YOU MUST BEGIN PAYING US A MINIMUM MONTHLY ROYALTY AMOUNT REGARDLESS OF WHETHER YOUR BUSINESS PRODUCES ANY GROSS SALES.

5. 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.

State registration effective dates are listed on the following State Effective Dates page.

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