

FRANCHISE DISCLOSURE DOCUMENT

StearClear Holdings LLC
(A New Jersey Limited Liability Company)
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The franchisee will operate a business offering designated driving services for customer members who require pickup and delivery at agreed locations of themselves and their vehicles, as well as offering related services and products.

The total investment necessary to begin operation of a STEARCLEAR franchise is \$53,400 to \$148,050. This includes \$37,500 to \$93,750 that must be paid to the franchisor.

The 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 government agency has verified the information contained in this 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 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 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.

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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 C 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 REQUIRES YOU TO RESOLVE DISPUTES WITH US BY MEDIATION OR LITIGATION ONLY IN NEW JERSEY. OUT-OF-STATE MEDIATION OR LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO MEDIATE OR LITIGATE WITH US IN NEW JERSEY THAN IN YOUR OWN STATE.
2. THE FRANCHISE AGREEMENT STATES THAT NEW JERSEY LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
3. WE ARE A NEWLY FORMED COMPANY WITH A SHORT OPERATING HISTORY. OUR BUSINESS CONCEPT IS EMERGING AND IS STILL IN THE EARLY DEVELOPMENT PHASE. WE HAVE VERY LIMITED ACTUAL DATA RELATING TO THE FINANCIAL OPERATING RESULTS OF A BUSINESS THAT IS SIMILAR TO THE FRANCHISE BUSINESS. THE FRANCHISE BUSINESS IS RELIANT ON CURRENT TECHNOLOGY THAT MAY CHANGE MATERIALLY DURING THE TERM OF THE FRANCHISE AGREEMENT.
4. THE FRANCHISE AGREEMENT CONTAINS A PURCHASE PROVISION THAT PROVIDES US WITH THE OPTION TO BUY ALL THE ASSETS OF THE FRANCHISE BUSINESS FROM YOU FOR AN AGREED AMOUNT UPON 120 DAYS PRIOR WRITTEN NOTICE FROM US TO YOU. THE OPTION MAY BE EXERCISED BY US AT ANY TIME AFTER 1 YEAR AFTER YOU SIGN THE FRANCHISE AGREEMENT.
5. THE FRANCHISEE WILL BE REQUIRED TO MAKE AN ESTIMATED INVESTMENT RANGING FROM \$53,400 TO \$143,050. THIS AMOUNT EXCEEDS THE FRANCHISOR'S STOCKHOLDERS EQUITY AS OF FEBRUARY 29, 2012, WHICH IS \$76,276.

6. THE FRANCHISOR IS A DEVELOPMENT STAGE COMPANY WITH LIMITED FRANCHISE OPERATING HISTORY.
7. THE FRANCHISOR HAS LIMITED FINANCIAL RESOURCES WHICH MIGHT NOT BE ADEQUATE TO FUND THE FRANCHISOR'S PRE-OPENING OBLIGATIONS TO EACH FRANCHISEE AND PAY OPERATING EXPENSES.
8. THERE MAY BE OTHER RISKS ASSOCIATED WITH THIS FRANCHISE.

We do not use the services of one or more FRANCHISE BROKERS or referral sources to assist us in selling our franchise.

The registration effective dates for any state franchise registrations appear below.

California:

Connecticut:

Florida: June 18, 2012

Illinois:

Maryland:

New York:

Texas: June 14, 2012

Utah: June 5, 2012

Virginia:

Washington:

Wisconsin: July 16, 2012

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