

RECEIVED
DEPT OF CORPORATION
SAN FRANCISCO

FRANCHISE DISCLOSURE DOCUMENT

'13 MAR 21 P2:38



The Utility Company Ltd.
An Ontario Corporation
One Hines Road, Suite 101
Ottawa, Ontario K2K 3C7, Canada
613-591-9800
info@theutilitycompany.com
www.theutilitycompany.com

We offer franchises that provide virtual IT service and support to small and medium-sized businesses delivering the required hardware, software and service for a monthly fixed fee per user. Our Connected Office® managed services program provides a single point of contact to deliver and manage technology, communications and vertical line of business applications – 95% Remote; 100% Proactive. Our customers are supported by local Utility Service Provider (USP) franchisees, delivering on-site service and business-technology consulting to reduce spending and increase utilization.

The total investment necessary to begin operation of a TUC franchise for one Territory Unit is \$45,119 to \$70,357. This includes \$39,119 to \$39,357 that must be paid to us or our affiliate. A Territory Unit contains approximately 2,500 small and medium-sized businesses.

We also offer development rights pursuant to the terms of a separate Regional Development Agreement. The total investment necessary to enter into a development agreement is equal to 15% of the total initial fees for all of the Territory Units covered by the agreement, which is paid to us or our affiliate, plus the initial investment for the initial Territory Unit.

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 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 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, NW, 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.

Issuance date: March 19, 2012
See State Cover Page for State Specific Effective Dates

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:

RISK FACTORS:

1. THE FRANCHISE AGREEMENT STATES THAT NEW YORK LAW GOVERNS THE AGREEMENT. THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS THE LAW IN YOUR STATE. YOU MAY WANT TO COMPARE THESE LAWS.

2. THE FRANCHISE AGREEMENT PERMITS YOU TO ARBITRATE OR LITIGATE IN NEW YORK COUNTY, NEW YORK, OR IN OTTAWA, ONTARIO, CANADA. OUT OF STATE ARBITRATION OR LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO ARBITRATE OR SUE IN NEW YORK OR OTTAWA THAN IN YOUR HOME STATE.

3. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

We use the service of one or more **FRANCHISE BROKERS** or referral sources to assist us in selling our franchise. A franchise broker or referral source is our agent and 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.

Information comparing franchisors is available. Call the state administrators listed in Exhibit A or your public library for sources of information.

Registration of this franchise with the state does not mean that the state recommends it or has verified the information in this disclosure document. If you learn that anything in this disclosure document is untrue, contact the Federal Trade Commission or your state administrator. (See Exhibit A.)

Registration State Effective Dates: see following page.

STATE-SPECIFIC EFFECTIVE DATES

<i>State</i>	<i>Effective</i>
California	
Illinois	
Minnesota	
New York	
Washington	
Wisconsin	

This is a document preview downloaded from FranchisePanda.com. The full document is available for free by visiting: <https://franchisepanda.com/franchises/the-utility-company>