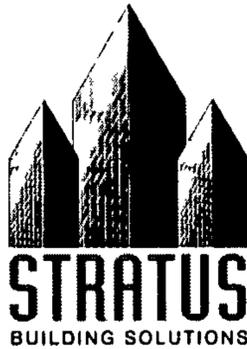


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FRANCHISE DISCLOSURE DOCUMENT**DEPARTMENT OF CORPORATIONS
RECEIVED LOS ANGELES OFFICE****JUL 12 2012****Waypoint Sales Management Group, LLC****d/b/a Stratus Building Solutions of San Diego**

a Nevada limited liability company

5465 Morehouse Drive
Suite 190
San Diego, California 92121Phone (858) 526-3670
Facsimile. (858) 526-3769
www.stratusgreenclean.com
Email. info@stratusgreenclean.com

Waypoint Sales Management Group, LLC, d/b/a Stratus Building Solutions of San Diego grants franchisees the right to operate a business providing commercial cleaning and maintenance services to interior and exterior environments of business and residential locations within a designated territory

The total estimated initial investment necessary to begin operation of a Stratus unit franchise ranges from \$3,450 to \$48,350. This includes the initial franchise fee which must be paid to us is \$2,700 to \$73,800, depending on the type of a franchise plan you choose. You will also be required to purchase certain supplies and equipment prior to servicing your first account. The cost of the basic initial supplies and equipment is estimated at \$550 to \$2000.

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, us or an affiliate in connection 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 disclosure in different formats, contact Mark Bashforth, Stratus Building Solutions of San Diego at 5465 Morehouse Drive, Suite 190, San Diego, California, 92121 or (858) 526-3670.

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 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 (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.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

Date of Issuance March 26, 2012

STATE COVER PAGE

- A 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
- B **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**
- C **PLEASE CONSIDER THE FOLLOWING RISK FACTORS BEFORE YOU BUY THIS FRANCHISE**
- 1 **THE FRANCHISE AGREEMENT REQUIRES THAT ALL DISPUTES, CONTROVERSIES AND CLAIMS OF ANY KIND ARISING OUT OF OR RELATED TO THE FRANCHISE AGREEMENT BE FIRST SUBMITTED TO NON-BINDING MEDIATION PRIOR TO ARBITRATION**
 - 2 **THERE IS NO EXCLUSIVE TERRITORY ASSOCIATED WITH THIS FRANCHISE THEREFORE, WE AND OTHER FRANCHISEES MAY DIRECTLY COMPETE WITH YOU**
 - 3 **WE MAY, IF WE CHOSE, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THIS DISCLOSURE DOCUMENT HOWEVER, WE CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS DISCLOSURE DOCUMENT**
 - 4 **WE HAVE BEEN IN EXISTENCE FOR A SHORT PERIOD OF TIME, SINCE JULY 26, 2010 THEREFORE, WE HAVE ONLY A BRIEF OPERATING HISTORY TO ASSIST YOU IN JUDGING WHETHER OR NOT TO MAKE THIS INVESTMENT**
 - 5 **THE FRANCHISE AGREEMENT CONTAINS PROVISIONS RELATING TO THE DOLLAR VOLUME OF ACCOUNTS WE COMMIT TO TRANSFER TO YOU, FOR A REFUND IF WE DO NOT PROVIDE THE STIPULATED VALUE OF ACCOUNTS, AND FOR YOUR RIGHTS OF TERMINATION IF WE PROVIDE YOU WITH NO ACCOUNTS WITHIN THE FIRST 120 BUSINESS DAYS FOLLOWING THE DATE YOU COMPLETE TRAINING IF WE DO NOT PROVIDE THE STIPULATED VALUE OF ACCOUNTS, YOUR GROSS REVENUE FROM THE BUSINESS WILL BE CORRESPONDINGLY REDUCED IN ADDITION, WE HAVE A BRIEF OPERATING HISTORY SO OUR ABILITY TO MAINTAIN OUR COMMITMENTS CONCERNING**

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