

## FRANCHISE DISCLOSURE DOCUMENT

2018 Midwest Lawn Care, LLC A Wisconsin Limited Liability Company 2211 Eagle Drive Middleton, Wisconsin (608) 798-1490 www.weedmanusa.com



The franchise offered is for the right to operate a business maintaining quality turf for residences and businesses by providing various professional services under the trademarked name "WEED MAN".

The total investment necessary to begin operation of a WEED MAN franchise is \$68,453 to \$85,513. This includes \$24,600 to \$38,350 that must be paid to Midwest Lawn Care, LLC or its affiliate.

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 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 the Franchise Administration Department at Midwest Lawn Care, LLC, 2211 Eagle Drive, Middleton, Wisconsin (608) 798-1490.

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, 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: March 31, 2018

This document was 2018 Sci 105 11 Sci 105 11



## **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 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:

- 1. THE FRANCHISE AGREEMENT IS GOVERNED BY WISCONSIN STATE LAW, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
- 2. THE FRANCHISEE AND GUARANTORS AGREE THAT THEY ARE SUBJECT TO THE JURISDICTION OF ANY COURT IN WISCONSIN IF LEGAL ACTION IS FILED. OUT OF STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST MORE TO LITIGATE WITH WEED MAN IN WISCONSIN THAN IN YOUR HOME STATE.
- 3. MIDWEST LAWN CARE, LLC DOES NOT OWN THE SERVICE MARK "WEED MAN", BUT IS LICENSED TO USE IT BY THE OWNER. SEE ITEM 13 FOR MORE INFORMATION.
- 4. THE MINIMUM ROYALTY FEES AND ADVERTISING CONTRIBUTIONS ARE DUE REGARDLESS OF WHETHER THE FRANCHISEE HAS ANY INCOME.
- 5. THERE MAY BE OTHER RISKS CONCERNING THE FRANCHISE.

We may 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 for referring you to us. You should be sure to do your own investigation of this franchise.

Issuance Date: March 31, 2018 Illinois Effective Date: \_\_\_\_\_ Minnesota Effective Date: \_\_\_\_\_ North Dakota Effective Date: \_\_\_\_\_ South Dakota Effective Date: \_\_\_\_\_ Wisconsin Effective Date: \_\_\_\_\_

Weed Man Midwest Lawn Care



## **TABLE OF CONTENTS**

ITEM 1 THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS	
AND AFFILIATES	1
ITEM 2 BUSINESS EXPERIENCE	2
ITEM 3 LITIGATION	4
ITEM 4 BANKRUPTCY	4
ITEM 5 INITIAL FEES	4
ITEM 6 OTHER FEES	6
ITEM 7 ESTIMATED INITIAL INVESTMENT	9
ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES	12
ITEM 9 FRANCHISEE'S OBLIGATIONS	16
ITEM 10 FINANCING	17
ITEM 11 FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SY	'STEMS,
AND TRAINING	17
ITEM 12 TERRITORY	22
ITEM 13 TRADEMARKS	23
ITEM 14 PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION	24
ITEM 15 OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION	OF
THE FRANCHISE BUSINESS	25
ITEM 16 RESTRICTIONS ON WHAT THE FRANCHISE MAY SELL	25
ITEM 17 RENEWAL, TERMINATION, TRANSFER AND DISPUTE	
RESOLUTION	
ITEM 18 PUBLIC FIGURES	30
ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS	30
ITEM 20 OUTLETS AND FRANCHISEE INFORMATION	36
ITEM 21 FINANCIAL STATEMENTS	45
ITEM 22 CONTRACTS	45
ITEM 23 RECEIPTS 4	5 and End

This is a document preview downloaded from FranchisePanda.com. The full document is available for free by visiting: https://franchisepanda.com/franchises/weed-man