

# FRANCHISE DISCLOSURE DOCUMENT



H.H. FRANCHISING SYSTEMS, INC.  
(an Ohio corporation)  
10101 Alliance Road, Suite 300  
Blue Ash, Ohio 45242  
Tel: (513) 563-8339  
Email: Legal@HomeHelpersHomeCare.com  
<http://www.HomeHelpersHomeCare.com>  
<http://www.HomeHelpersFranchise.com>

A Home Helpers® Home Care franchise provides senior care and home care services, and medical alert, medication management, telehealth and related monitoring products and services. Some franchisees also offer skilled care services.

The total investment necessary to begin operation of a Home Helpers Home Care franchised business that offers the minimum required services (senior care and home care) is from \$114,250 to \$162,500. This includes \$60,750 that must be paid to the franchisor or an affiliate. If the population of your territory is greater than 250,000, you must pay an additional \$500 for all or part of every 1,000 people over 250,000. The total additional investment necessary to offer optional skilled care services is \$36,250 to \$56,750, none of which is paid to the franchisor or an affiliate.

If you are converting your existing senior care or home care business to a Home Helpers Home Care franchise, the total investment necessary to do so will range from \$35,850 to \$81,550. This includes from \$34,850 to \$59,800 that must be paid to the franchisor or an 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 or make any payment 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 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](http://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 of this Franchise Disclosure Document: April 30, 2025 (rev. May 15, 2025)

occurs first. During our last fiscal year, we did not collect any Conversion Fees. No other discounts may be used in conjunction with a Conversion Fee.

You may not take both the Multi-Unit Discount and the VetFran Discount on the purchase of the same franchise. During our last fiscal year, the franchise fee ranged from \$24,950 to \$49,900. We currently intend to impose each initial franchise fee uniformly except as stated otherwise in this Item 5.

Your franchise agreement does not give you any option, right of first refusal, or similar right to acquire additional franchises.

If you have received this disclosure document in connection with the renewal of your Home Helpers franchise, you will not be required to pay the initial franchise fee when you sign a renewal franchise agreement, nor will you be required to purchase a Business Foundations Kit or policy and procedures manual.

## ITEM 6. OTHER FEES

### OTHER FEES

Table 6-1

Type of Fee	Amount	Due Date	Remarks
Royalty fee – Notes 1 and 2	6% down to 4½% of Gross Revenues; \$500 monthly minimum until you become subject to the monthly Performance Standards; after that, the minimum Royalty will range from \$1,800-\$3,600 per month	Currently payable by the 10th day of each month	Paid on Gross Revenues for the preceding month; the actual rate you pay will depend upon your annual Gross Revenues (see <i>Table 6-2</i> below for the specific rates) – Note 3.  See Item 12 of this disclosure document for an explanation of the monthly Performance Standards.
Branding fee – Notes 2 and 4	2% down to ½% of Gross Revenues; \$500 monthly minimum until you become subject to the monthly Performance Standards; after that, the minimum branding fee will range from \$600-\$1,200 per month	Currently payable by the fifth day of each month	Paid monthly; annual contribution calculated on Gross Revenues for the one-year period ending on the preceding October 31. See <i>Table 6-3</i> below for the specific rates.
Local Cooperative Advertising	Up to 3% of your Gross Revenues unless a majority of the cooperative members agree on a higher contribution – Note 5	Monthly	If an advertising cooperative is established or operating in your area, you must contribute.
Transfer Fee – Note 1	\$10,000 to \$70,000, depending on the purchase price, plus the amount of any broker commissions or referral fees we must pay in connection with the transfer	Prior to consummation of transfer	Payable as a condition to selling your franchise to, among other things, cover the expenses of training the franchise purchaser; no transfer fee is payable for transfers to a company you form for the convenience of ownership or for transfers of the ownership interest in franchisee to a trust if the transferring owner is the grantor and trustee of the trust and remains the Designated Individual of the franchised business. See <i>Table 6-4</i> below for the specific rates.
Transferee Referral Fee	\$10,000	Prior to consummation of transfer	Payable as a condition to selling your franchise to a buyer who was already listed as a lead in our franchise development database before the two of you began discussing the sale.
Renewal Fee	Lesser of 5% of then-current initial franchise fee or \$10,000	At the time you renew your franchise agreement	Payable as a condition of renewing your franchise agreement for an additional term upon the expiration of the initial term.

3. “Gross Revenues” means all income (recognized on an accrual basis), whether cash or credit (and regardless of collection in the case of credit), that you, your spouse, parent or child, or the owners of a franchisee that is a company, earn from the franchised business, any competitive business, or the sale of any goods or services under our trademarks, less refunds and discounts to customers and sales or excise taxes.
4. Payable to the Home Helpers branding fund. We may, in our sole discretion, modify the commencement of your minimum royalty and/or branding fund payment obligations if there is a delay in the issuance of licenses required to operate your franchised business.
5. Either HHFS or the advertising cooperative will determine the amount of your monthly cooperative advertising contribution, but it cannot exceed 3% of your Gross Revenues unless a majority of the cooperative members agree on a higher contribution. Your cooperative contribution will not be credited toward your branding fee. Each member of an advertising cooperative will have one vote for each franchise they own. Each franchised business operated by HHFS or an affiliate of HHFS, if any, in an area in which an advertising cooperative has been established will contribute to the cooperative on the same basis as other members of that cooperative. As of the date of this disclosure document, we have not established any advertising cooperatives.
6. You must pay us an annual Technology Fee of \$995. The amount of the Technology Fee is subject to change. Any increase cannot exceed 10% of the current fee multiplied by the number of years since the last increase. In our discretion, we may require you to purchase some or all of the technology tools directly from a third-party supplier.
7. Late fees on branding fee payments are payable to the branding fund. Late fees on all other payments are payable to HHFS.
8. Interest on royalty payments is payable to HHFS. Interest on branding fee payments is payable to the branding fund.
9. Interest accrues from the date payment was due.
10. Refunds are payable to the client, but you must reimburse HHFS within 10 days if we issue a refund on your behalf.
11. The royalties, branding fees, or other fees you pay us may be entirely or partially subject to state or local sales or use tax, depending upon the law in your state. If we are required to pay these taxes in your state, you must add the tax to your royalty or branding fee payment.

**Royalty Rates**

Table 6-2  
Royalty Rates

Gross Revenue Benchmarks	Royalty Rate
The Royalty Rate on the first \$500,000 of annual Gross Revenues is 6%	
\$500,000	5½% on Gross Revenues in excess of the Benchmark
<u>\$1,000,000</u>	<u>5% on Gross Revenues in excess of the Benchmark</u>
<u>\$5,000,000</u> <del>\$2,000,000</del>	4½% on Gross Revenues in excess of the Benchmark

The royalty rate is based upon your level of total Gross Revenues in each calendar year as listed in Table 6.2 above.

The royalty rate at the beginning of each calendar year will be 6%. When you reach a new Gross Revenues benchmark, if you are in good standing, the royalty rate will be adjusted to the rate opposite the benchmark in

**HOME HELPERS® HOME CARE**

**FRANCHISE AGREEMENT**

**BETWEEN**

**H.H. FRANCHISING SYSTEMS, INC.**  
**FRANCHISOR**

**AND**

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**FRANCHISEE(S)**

**FRANCHISE NO. \_\_\_\_\_**

**DATED \_\_\_\_\_**

Date, Franchisor shall repurchase any unopened, unused items in saleable condition from the Business Foundations Kit (excluding software licenses from third parties and customized promotional materials and supplies) and provide Franchisee with a refund for the returned items. Franchisee shall pay all transportation costs to return Business Foundations Kit items. The Business Foundations Kit Fee is not refundable under any other circumstances.

4.3 Inapplicable to Renewals and Transfers. This Article 4 is not applicable if (i) this agreement is a Successor Agreement to a prior franchise agreement or Franchisee is otherwise executing this agreement in connection with the renewal of a franchise granted under a prior franchise agreement with Franchisor or a predecessor of Franchisor, or (ii) Franchisee is executing this agreement in connection with a Transfer in accordance with Article 12.

**ARTICLE 5**  
**PERIODIC FEES**

5.1 Royalty.

- (a) Franchisee shall pay Franchisor a monthly “Royalty” equal to the greater of:
- (1) 6% (the “Royalty Rate”, which is subject to adjustment as provided in subparagraphs (b) and (c) below) of Gross Revenues for the preceding month, or
  - (2) the “Minimum Royalty” (defined in subparagraph (d) below)

The Royalty is solely in consideration of Franchisee’s continued right to use the Marks. Franchisee’s obligation to pay the Royalty described in subsection 5.1(a)(1) starts on the Effective Date—the Royalty must be paid on any Gross Revenues even if Franchisee is not yet required to pay the Minimum Royalty—but Franchisee is not obligated to pay the Minimum Royalty until the Minimum Fee Start Month (defined in section 19.59). For example, if the Minimum Fee Start Month is August, but Franchisee opens the Franchised Business in April and earns Gross Revenues in June, then Franchisee will be required to pay Franchisor a Royalty in July equal to 6% of the June Gross Revenues, even though Franchisee will not be required to pay the Minimum Royalty until August.

- (b) As an incentive to Franchisee to fully develop the Franchised Business, if Franchisee is in Good Standing, the Royalty Rate will be reduced for annual Gross Revenues in excess of certain benchmarks in each calendar year as provided in the following Table 5.1:

**Table 5.1**

Gross Revenue Benchmarks	Royalty Rate
The Royalty Rate on the first \$500,000 of annual Gross Revenues is 6%	
\$500,000	5½% on Gross Revenues in excess of the Benchmark
<del>\$1,000,000</del> <del>\$2,000,000</del>	<del>5</del> 4% on Gross Revenues in excess of the Benchmark
\$5,000,000	4½% on Gross Revenues in excess of the Benchmark

- (c) The Royalty Rate at the beginning of each calendar year will be 6%. Each time Franchisee attains a higher Gross Revenues benchmark, if Franchisee is in Good Standing, the Royalty Rate will be adjusted to the rate opposite the benchmark in Table 5.1. Franchisee will not be entitled

## Item 23. RECEIPT

(Keep this copy for your records)

This disclosure document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this disclosure document and all agreements carefully. If H.H. Franchising Systems, Inc. (HHFS) offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement or make a payment with the franchisor or an affiliate in connection with the proposed franchise sale. Under Illinois, Iowa, Maine, Nebraska, New York, Oklahoma, Rhode Island or South Dakota law, if applicable, HHFS must provide this disclosure document to you at your first personal meeting to discuss the franchise, if earlier.

If HHFS does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency listed on Exhibit B.

The name, principal business address, and telephone number of each Franchise Seller offering the franchise is: Emma Dickison, CEO & President; Bill Burlingham, CFO; Amanda Corrigan, COO; Barry Nelson, Executive Vice President & General Counsel; Jenelle Schneider, Vice President of Training & Partnerships; Mercedes Morgan, Sr. Director of New Franchise Services; Kara Ball, Sr. Director of Referral Marketing; Alan Wilson, Sr. Director of Technology Solutions; and:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

all at 10101 Alliance Road, Suite 300, Blue Ash, Ohio 45242, (513) 563-8339.

The issuance date of this Franchise Disclosure Document is April 30, 2025 (rev. May 15, 2025).

We authorize the respective state officials listed on Exhibit A to receive service of process for us in each particular state.

I have received a Franchise Disclosure Document dated April 30, 2025 (rev. May 15, 2025), that included the following Exhibits:

- |                                                 |                                           |
|-------------------------------------------------|-------------------------------------------|
| A Agents for Service of Process                 | N Personal Guaranty                       |
| B List of State Administrators                  | O Restrictive Covenant Agreement          |
| C Financial Statements                          | P Power of Attorney                       |
| D Franchisee List                               | Q Website Terms of Use Agreement          |
| E Franchisees Who Have Left the System          | R Business Associate Agreement            |
| F Home Helpers Franchise Agreement              | S WellSky SaaS License Agreement          |
| G Additional Territory Rider                    | T Aloe Care Franchisee Joinder Agreement  |
| H Conversion Addendum                           | U UniFi Consent to Share Data             |
| I VetFran Addendum                              | V Assignment Agreement                    |
| J Renewal Addendum                              | W Form of General Release                 |
| K Remote Franchise Addendum                     | X Table of Contents of Operations Manual  |
| L State Specific Additional Disclosures/Addenda | Y Parent Company Guarantee of Performance |
| M EFT Authorization                             | Z Franchise Fee Remittance Form           |

_____ Date	_____ Signature	_____ Print Name
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