


**FRANCHISE DISCLOSURE DOCUMENT-
(AREA REPRESENTATIVE)**

<p>The Inspection Boys®</p> 	<p>The Inspection Boys Franchise USA LLC d/b/a The Inspection Boys®, a Virginia Limited Liability Company 780 Lynnhaven Parkway Suite 240 Virginia Beach, VA 23452 (800) 819-4403 https://inspectionboys.com</p>
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We offer a franchise opportunity to you as an Area Representative to solicit, recruit, and service franchises on our behalf for a specified territory pursuant to the Area Representative Agreement. The franchise offered is for the establishment and operation of an entity for commercial and residential inspection services under the trade name “The Inspection Boys®” (the “Franchised Business”).

The total investment necessary to begin operations of The Inspection Boys® Area Representative Franchised Business is \$155,250-\$313,000. This includes is \$150,000-\$300,000. that must be paid to the Franchisor or affiliate.

This Disclosure Document summarizes certain provisions of your Area Representative 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: Matthew Rivera, 780 Lynnhaven Parkway, Suite 240, Virginia Beach, Virginia, 23452, (800) 819-4403.

The terms of your contract will govern your franchise relationship. Don’t rely on the Disclosure Document alone to understand your contract. Read your entire 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 (FTC). 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: April 23, 2025; Amended June 6, 2025

ITEM 1. THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

1. *The Franchisor*

To simplify the language in this disclosure document (the "Disclosure Document"), “we”, “us”, or “our” means The Inspection Boys Franchise USA LLC, trading as The Inspection Boys®, the Franchisor. The terms “you” and “your” refer to the person or entity who buys this franchise. If you are a corporation, limited liability company, or other entity then “you” will also include your owners.

We are a Virginia Limited Liability Corporation formed on November 19, 2020 as a Virginia Limited Liability Company. Our principal place of business is located at 780 Lynnhaven Parkway, Suite 240, Virginia Beach, Virginia 23452. We do business under the name of The Inspection Boys®. Our agent for service of process in Virginia is John Allen Waldrop, III whose principal place of business is 780 Lynnhaven Parkway, Suite 400, Virginia Beach, Virginia 23452. Our agents for service of process in other states which vary by state are identified in Exhibit C to this Disclosure Document.

~~We do not engage in any other business activity.~~ We have not operated a franchise business of the type you are being offered. ~~We began offering~~ We do not engage in any other business activity or offer franchises for this in any other lines, but we do support unit franchisees, similar to what you will do under an area representative business. We began offering The Inspection Boys® unit and area representative franchises in 2021.

2. *Parent*

Loyalty Franchising LLC is our parent company. Loyalty Franchising LLC was formed on September 23, 2020 as a Virginia Limited Liability Company. Loyalty Franchising LLC’s principal place of business is also located at 780 Lynnhaven Parkway, Suite 240, Virginia Beach, Virginia 23452. Loyalty Franchising LLC does not offer products or services to our franchisees or offer franchises in any line of business.

Loyalty, LLC is the parent company of Loyalty Franchising LLC. Loyalty, LLC was formed on November 6, 2017 as a Virginia Limited Liability Company. Loyalty, LLC’s principal place of business is also located at 780 Lynnhaven Parkway, Suite 240, Virginia Beach, Virginia 23452. Loyalty, LLC does not offer products or services to our franchisees or offer franchises in any line of business.

3. *Predecessor*

On December 8, 2020, we purchased all of the assets of our predecessor, The Inspection Boys Franchise, Inc., a Pennsylvania Corporation which had purchased the franchise business from The Inspection Boys Franchising, Inc. a New Jersey corporation on January 1, 2018.

4. *Affiliates*

We have an affiliate, ATAX LLC d/b/a ATAX, formed on February 20, 2019, with a principal business address of 780 Lynnhaven Parkway, Suite 240, Virginia Beach, VA 23452. ATAX offers franchise opportunities for retail tax, bookkeeping and payroll office. ATAX LLC also offers franchise opportunities for Area Representatives to recruit and support unit franchisees. This

training and apprentice programs, have inspection experience, complete a recognized exam, and engage in continuing education programs to offer our Services. Every Unit Franchisee will be responsible for researching and meeting the licensure, certification, and/or registration requirements for businesses and home inspectors in your local jurisdiction, including all associated costs.

~~You should consult with your attorney concerning these and other local laws and ordinances that may affect your operation of the Franchised Business.~~

6. *The Business We Offer*

You may enter into an Area Representative Agreement in the form attached to this Disclosure Document as Exhibit B (the “Area Representative Agreement” or “Franchise Agreement”) to develop and operate a The Inspection Boys® business (an “Area Representative Business” or “Franchised Business”) within a designated Area Representative Territory. You (the “Area Representative”) will find, solicit, and recruit prospective franchisees on our behalf to operate a unit franchise outlet (each a “Unit Franchisee”) within a designated territory (each a “Unit Territory”) using The Inspection Boys® model (“System”) within your Area Representative Territory. Our unit franchise opportunity is offered through a separate disclosure document and involves delivering commercial and residential home inspection services and related products (collectively “Services”) in a Unit Territory. The Area Representative Agreement conveys no right to deliver the Services or otherwise operate a unit franchised business, which is exclusively reserved to Unit Franchisees.

As an Area Representative, you will find, solicit, and recruit Unit Franchisees within the Area Representative Territory and then support each Unit Franchisee by providing marketing and operating assistance. The Unit Franchisees will serve all customers within their territory, and you will not have management control over their sales or operations. As an Area Representative, subject to the terms of your Area Representative Agreement, you will receive the following compensation from us:

Franchise Fee Compensation – For each Unit Franchise that we authorize and approve for development and operation within your designated Area Representative Territory during the initial term of your Area Representative Agreement we will pay to you a one-time payment / amount equal to fifty percent (50%) of the “Net Initial Franchise Fee” that is unconditionally paid to us and received by us (the “Franchise Fee Compensation”).

The Net Initial Franchise Fee is calculated by taking the initial franchise fee paid by a prospect purchasing a Unit Territory within your Area Representative Territory (each a “Unit Franchisee”) and then deducting any brokerage and certain other fees that are imposed, paid, or owed by us. For example, if a \$40,000 initial fee is paid to us by a Unit Franchisee and the Unit Franchisee was introduced to you or us by a broker with a \$20,000 referral fee, the Net Initial Franchise Fee would be \$20,000, and you would receive \$10,000 (50% of the \$20,000 Net Initial Franchise Fee). Certain other fees are incurred solely by you and are not accounted for when calculating the Net Initial Franchise Fee. For example, if you used our internal sales team on the same deal, you would only receive \$5,000, because the Internal Sales Fee is solely incurred by you (\$10,000 minus the Internal Sales Fee) (See Item 6 for further details on fees imposed). The Franchise Fee Compensation will

ITEM 2. BUSINESS EXPERIENCE

Matthew Rivera: Chief Executive Officer

Matthew Rivera has served as our Chief Executive Officer since December 2020. From December 2017 through November 2020, he served as the founder and Chief Operating Officer of our predecessor, The Inspection Boys Franchising, Inc., in Farmingville, New York. He is also the owner of The Inspection Boys Inc., which has operated a home inspection business under The Inspection Boys mark in Farmingville, New York, since April 2017. Mr. Rivera has been a licensed home inspector in New York State since 2015 and has been approved in New York State to provide qualifying home inspection courses through his management of the Long Island division of NY Home Inspector School since 2017. Mr. Rivera previously owned MJM Home Inspections Inc., in Farmingville, New York from 2015 through April 2017.

DJ Flores: President

Mr. Flores has served as our President since May 2025. From October 2024 through April 2025, he served as Fractional Sales Executive for US Christian Chamber of Commerce in Virginia Beach, Virginia. He also worked as a podcast host for The GOOD Wolf Media in Virginia Beach, Virginia, from April 2023 through May 2025. He also previously served as a division director for Safe and Sound Caregiving in Virginia Beach, Virginia from January 2024 through July 2024. Mr. Flores also served as an agency owner for Flo Transportation from November 2019 through November 2022 in Cleveland, Ohio. He also previously served as an owner operator of Flo Resale in Cleveland, Ohio from March 2021 through October 2022.

John T. Hewitt: Chief Executive Officer and Chairman of Loyalty, LLC

John T. Hewitt has served as the Chief Executive Officer and Chairman of Loyalty, LLC, in Virginia Beach, Virginia since September 2017.

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ITEM 3. LITIGATION

John Hewitt, Chief Executive Officer and Chairman of Loyalty LLC, has been named in the following litigation:

Pending Actions:

~~There are no pending actions.~~

Ira Lubert and John Martinson v. John T. Hewitt, ATAX, LLC, and Loyalty, LLC (Case No 250503829) filed May 30, 2025, in the Court of Common Pleas of Philadelphia County, Pennsylvania. The Plaintiffs are investors in ATAX, LLC, and claim that they were solicited to invest in ATAX as a qualified opportunity zone business (QOZB), yet it did not qualify as a QOZB. Further, Plaintiffs claim that, as a result of the non-QOZB status, the defendants promised certain changes, some of which defendants have not made, specifically an amendment to ATAX's Operating Agreement and certain financial controls. The Plaintiffs also allege that Hewitt, with the assistance of certain Loyalty employees, made cash withdrawals from ATAX and paid those funds to himself, to Loyalty, and to other Loyalty brand companies without ATAX Board approval. The Plaintiffs sue for (1) Fraud Against Defendant Hewitt, (2) Aiding and Abetting Fraud (Against Defendant Loyalty), (3) Breach of Fiduciary Duty (Against Defendants Hewitt and Loyalty), (4) Conversion (Against Defendants Hewitt and Loyalty), (5) Breach of Contract (Against Defendants Hewitt, Loyalty, and ATAX), (6) Unjust Enrichment (Against Defendants Hewitt and Loyalty), (7) Breach of Virginia Stock Corporation Act (Against Defendants Hewitt and Loyalty), and (8) Violation of Pennsylvania Voidable Transfers Act (Against Defendants Hewitt and Loyalty). Plaintiffs seek a judgment, an order rescinding their investments, redemption of their ownership interests at a fair value, monetary damages in an amount to be determined at trial, fees, and interest. Defendants offered to buy out the Plaintiffs' investments for a profit that would be beneficial to Plaintiffs. Defendants intend to file an Answer generally denying the allegations and vigorously contesting the claims made. No trial date has been set.

Concluded Actions:

JTH Tax LLC d/b/a Liberty Tax Service v. John T. Hewitt, Loyalty LLC, ATAX LLC, ATAX Franchise, Inc. and Yneva Marte (Case No.2:21-cv-00076-RBS-LRL) filed February 4, 2021 in the United States District Court for the Eastern District of Virginia. Plaintiff filed the action alleging that ATAX franchisees maintained signage that is confusingly similar to trade dress and logos of the plaintiff. The Plaintiff also alleges that Mr. Hewitt tortiously interfered with certain contractual relations by discussing with existing and former franchisees of the Plaintiff opportunities at ATAX. The complaint alleges that Mr. Hewitt breached his employment agreement by sharing and using trade secrets, confidential and proprietary information for his own benefit or the benefit of a third party by convincing existing and prospective franchisees of the Plaintiff to leave and instead open ATAX franchises. Lastly, the complaint alleges that Mr. Hewitt engaged in a conspiracy to unfairly compete against and damage Liberty Tax by convincing customers and prospective customers to pick ATAX over Liberty Tax. Plaintiffs sought \$20 million in actual damages, treble damages, costs, and legal fees along with injunctive relief. The Defendants have denied the allegations. The matter was settled on December 31, 2021. Under the Settlement Agreement, Defendants agreed to pay the Plaintiff \$545,000 over 6 years, and to refrain from: (1) unfairly competing with Liberty Tax by tortiously interfering with its franchise

ITEM 8. RESTRICTIONS ON SOURCES OF SERVICES AND PRODUCTS

The Goods or Services Required to be Purchased or Leased

Franchise Disclosure Documents.

You must use the Franchise Disclosure Documents we provide when recruiting franchisees. We will provide an electronic link or copy free of charge. You may also purchase additional paper or disk copies from any copy service.

Prospects.

You may purchase from us contact information on prospective franchisees which we may gather and offer to sell to you.

Advertising and Marketing.

You must use advertising material from us, a vendor that we designate, or we must approve the advertising in writing prior to its use.

Computer Hardware, Software, and Network Services

We require you to use such computer hardware, software, and network services as we specify in the Manual which may include vendor designations.

Insurance.

You may obtain insurance to cover any risk associated with your activity. These insurance costs vary by state and can change over time based on your risk management skill. We do not currently require you to maintain any type, amount, or minimum amount of insurance coverage.

Whether We or Our Affiliates are Approved Suppliers

Advertising and Marketing

We are an approved supplier of Advertising and Marketing material, Franchise Disclosure Documents, and leads. We are the only approved supplier of Franchise Disclosure Documents though you may make additional copies through any vendor.

Alternative Suppliers

You may contract with alternative suppliers if they meet our criteria as defined in the Manual, if any. However, you must use the Franchise Disclosure Document that we provide or make available to you to use.

There is no fee to propose another supplier. If you wish to propose another supplier, you must do so in writing. We will review the supplier to determine whether to consider adding the supplier to our list of approved vendors. We will notify you within thirty (30) days if we approve or disapprove of an alternative supplier. If we have not responded to a written request for approval of an alternate supplier within thirty (30) days, then the request is approved if they meet the requirements as specified in the Manual, if any. If we revoke approval for a supplier, we will provide written notice to you.

Issuance and Modification of Specifications

We issue and modify specifications and standards to Area Representatives or approved suppliers through the Operations Manual or through other written directives.

Supplier Payments to Us

We currently do not receive payments from suppliers as a result of purchases or leases by our Area Representatives; however, we may do so in the future. Further, we do not currently, but reserve the right in the future to, receive payments from approved suppliers with respect to your purchases. Furthermore, we may utilize any such funds received by us in our sole judgment. For the fiscal year ended December 31, ~~2023~~2024, we did not derive revenue or other material consideration from required purchases or leases by Area Representatives.

Purchasing or Distribution Cooperatives

There currently are no purchasing or distribution cooperatives.

Purchase Arrangements

We do not currently, but reserve the right in the future to, negotiate purchase arrangements with suppliers, including preferred pricing arrangements, for the benefit of our franchisees and Area Representatives. Further, we do not currently, but reserve the right in the future to, receive payments from approved suppliers with respect to your purchases. Furthermore, we may utilize any such funds received by us in our sole judgment.

Material Benefits to you

At this time, we do not provide material benefits to you based on your purchase of particular products or services or use of particular suppliers. However, we can terminate your Area Representative Agreement if you do not comply with our supplier standards, if any, as defined in the Manual. In addition, you must be in compliance with your Area Representative Agreement in order to be eligible to renew it.

Officer Interest in Suppliers

John Hewitt and Matthew Rivera, own an interest in us. Neither the Franchisor nor its officers own any interest in any other supplier.

Required Purchases as a Proportion of Costs

We estimate that your required purchases of goods and services will be approximately 1-5% in establishing the Franchised Business and 5%-10% in operating the Franchised Business.

EXHIBIT G-STATE EFFECTIVE DATES

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the states, or be exempt from registration:

California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

Effective Dates	
California	Pending
Hawaii	NOT APPLICABLE
Illinois	Pending
Indiana	April 30, 2025; <u>June 9, 2025</u>
Maryland	Pending
Michigan	June 29, 2025/2026
Minnesota	Pending
New York	Pending
North Dakota	NOT APPLICABLE
Rhode Island	NOT APPLICABLE
South Dakota	NOT APPLICABLE
Virginia	Pending
Washington	NOT APPLICABLE
Wisconsin	April 30, 2025; <u>June 9, 2025</u>

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

SCHEDULE H-RECEIPT

This Disclosure Document summarizes certain provisions of the Area Representative Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If The Inspection Boys Franchise USA LLC doing business as The Inspection Boys® offers you a franchise, it must provide this Disclosure Document to you fourteen (14) calendar days before you sign a binding agreement with, or make a payment to, 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, we must provide this Disclosure Document to you at your first personal meeting to discuss the franchise.

Michigan requires that we give you this Disclosure Document at least ten (10) business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

New York requires that we give you this Disclosure Document at the earlier of the first personal meeting or ten (10) business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If we do not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and the appropriate state agency listed on Exhibit C.

The franchisor is The Inspection Boys®, and is located at 780 Lynnhaven Parkway, Suite 240, Virginia Beach, VA 23452. Its telephone number is (800) 819-4403.

Issuance date: April 23, 2025; Amended June 6, 2025

The name, principal business address, and telephone number of each franchise seller offering the franchise is:
<input checked="" type="checkbox"/> Matt Rivera, 780 Lynnhaven Pkwy, Suite 240, Virginia Beach, VA 23452; (888) 412-7224
<input checked="" type="checkbox"/> John T. Hewitt, 780 Lynnhaven Pkwy, Suite 240, Virginia Beach, VA 23452; (833) 920-0735
<input checked="" type="checkbox"/> John T. Hewitt, 780 Lynnhaven Pkwy, Suite 240, Virginia Beach, VA 23452; (833) 920-0735
<input checked="" type="checkbox"/> Jamie Marcil, 780 Lynnhaven Pkwy, Suite 240, Virginia Beach, VA 23452; (833) 920-0735
<input checked="" type="checkbox"/> Kelly Wyatt, 780 Lynnhaven Pkwy, Suite 240, Virginia Beach, VA 23452; (833) 920-0735
<input checked="" type="checkbox"/> Jennifer Wyatt, 780 Lynnhaven Pkwy, Suite 240, Virginia Beach, VA 23452; (833) 920-0735
<input checked="" type="checkbox"/> Tayler Romanelli, 780 Lynnhaven Pkwy, Suite 240, Virginia Beach, VA 23452; (833) 920-0735
<input checked="" type="checkbox"/> Colin Flynn, 780 Lynnhaven Pkwy, Suite 240, Virginia Beach, VA 23452; (833) 920-0735
<input checked="" type="checkbox"/> Gwendolyn DiFerdinando, 780 Lynnhaven Pkwy, Suite 240, Virginia Beach, VA 23452; (833) 920-0735
<input type="checkbox"/> _____ Loyalty Brands, 780 Lynnhaven Pkwy, Suite 240, Virginia Beach, VA 23452; (833) 920-0735
<input type="checkbox"/> _____ The Inspection Boys, 780 Lynnhaven Pkwy, Suite 240, Virginia Beach, VA 23452; (832) 660-6727

We have authorized the respective state agencies identified on Exhibit C to receive service of process for us in the particular state.

I have received a Disclosure Document issued April 23, 2025; Amended June 6, 2025, that included the following:

Received	Reference	Name
<input checked="" type="checkbox"/>	ITEM 1-ITEM 23	Franchise Disclosure Document
<input checked="" type="checkbox"/>	Exhibit A:	State Addenda
<input checked="" type="checkbox"/>	Exhibit B:	Area Representative Agreement and Schedules
<input checked="" type="checkbox"/>	Schedule 1	Territory
<input checked="" type="checkbox"/>	Schedule 2	Minimum Requirements
<input checked="" type="checkbox"/>	Schedule 3	Automatic Bank Draft Authorization
<input checked="" type="checkbox"/>	Schedule 4	Telephone Number Assignment
<input checked="" type="checkbox"/>	Schedule 5	Promissory Note-Sample Form
<input checked="" type="checkbox"/>	Schedule 5A	Personal Guarantee
<input checked="" type="checkbox"/>	Schedule 6	Release
<input checked="" type="checkbox"/>	Schedule 6a	Biographical Information
<input checked="" type="checkbox"/>	Exhibit C:	State Administrators/Agents for Service of Process
<input checked="" type="checkbox"/>	Exhibit D:	Table of Contents-Manual
<input checked="" type="checkbox"/>	Exhibit E-1:	List of Franchisees
<input checked="" type="checkbox"/>	Exhibit E-2:	List of Former Franchisee
<input checked="" type="checkbox"/>	Exhibit F:	Financial Statements
<input checked="" type="checkbox"/>	Exhibit G:	State Effective Dates
<input checked="" type="checkbox"/>	Exhibit H:	Receipts

Name: _____

Signature: _____

Date: _____

FOR OUR RECORDS

SCHEDULE I-RECEIPT

This Disclosure Document summarizes certain provisions of the Area Representative Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If The Inspection Boys Franchise USA LLC doing business as The Inspection Boys® offers you a franchise, it must provide this Disclosure Document to you fourteen (14) calendar days before you sign a binding agreement with, or make a payment to, 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, we must provide this Disclosure Document to you at your first personal meeting to discuss the franchise.

Michigan requires that we give you this Disclosure Document at least ten (10) business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

New York requires that we give you this Disclosure Document at the earlier of the first personal meeting or ten (10) business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

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Issuance date: April 23, 2025; Amended June 6, 2025

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<input checked="" type="checkbox"/>	Schedule 3	Automatic Bank Draft Authorization
<input checked="" type="checkbox"/>	Schedule 4	Telephone Number Assignment
<input checked="" type="checkbox"/>	Schedule 5	Promissory Note-Sample Form
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Name: _____

Signature: _____

Date: _____

FOR YOUR RECORDS