

## FRANCHISE DISCLOSURE DOCUMENT

AMRAMP, LLC  
A Delaware limited liability company  
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AMRAMP® franchisees will engage in the sale and rental of ramps and additional related products, accessories, and services that enhance the quality of life of physically disabled or challenged persons.

The total investment necessary to begin operation of an AMRAMP® franchise with a territory population between 1,000,000 and 2,000,000 persons is \$137,737 to \$234,866, not including optional real estate costs. This includes approximately \$68,170 to \$121,600 that must be paid to us or an affiliate ~~for initial fees, initial inventory, and insurance for a territory between 1,000,000 and 2,000,000 persons. The initial franchise fee is calculated at a rate of \$49,250 for each 1,000,000 persons in your franchise territory.~~

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.**

You may wish to receive your disclosure document in another format that is more convenient to you. To discuss the availability of disclosures in different formats, contact our Director of Franchise Development at 358 North Street, Randolph, MA 02368 or (800) 649-5215.

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](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.

## ITEM 4

### **BANKRUPTCY**

No bankruptcy information is required to be disclosed in this Item.

## ITEM 5

### **INITIAL FEES**

You must pay a lump sum initial franchise fee (“Initial Franchise Fee”) when you sign the Franchise Agreement. The Initial Franchise Fee for an AMRAMP® franchise depends upon the population in your franchise territory, as determined by us, based on most recent U.S. census data. The Initial Franchise Fee is \$49,250 for each 1,000,000 persons in your franchise territory, and is calculated on a *pro rata* basis. By way of illustration, the franchise fee for a [franchise territory with a population of ~~2,000,000~~1,000,000 persons is \\$~~98,500~~49,250](#); the franchise fee for a [franchise territory with a population of 1,500,000 persons is \\$73,875](#); and the franchise fee for a [franchise territory with a population of ~~2,500,000~~2,000,000 persons is \\$~~123,125~~98,500](#). We do, however, in our discretion provide discounts to existing franchisees that purchase expansion territories.

The entire Initial Franchise Fee is fully-earned and non-refundable in consideration of administrative and other expenses incurred by us in granting this franchise and for our lost or deferred opportunity to enter into the Franchise Agreement with others. However, if you (or your managing shareholder, partner, or member) fail to complete our initial training program (“Initial Training Program”) to our satisfaction, we will refund the Initial Franchise Fee to you, less our reasonable administrative, supervisory, accounting, training, and legal costs. See Item 11 for further information. The Initial Franchise Fee may be financed, as described in Item 10.

You must purchase an initial supply of inventory from us, our affiliate or our approved suppliers. We estimate up to 100% of your initial inventory will be from us or our affiliate. We estimate the cost of your initial inventory will be \$17,600.

You must also obtain a commercial general liability policy prior to opening. If you elect to procure this coverage through us by participating in the group program that we have negotiated with an insurance broker, you must pay the premiums to us. The premiums will be based on a percentage of annual estimated annual sales. We estimate that the premium costs for your first year will be \$1,320 - \$5,500.

## ITEM 6

### **OTHER FEES**

<b>TYPE OF FEE</b>	<b>AMOUNT</b>	<b>DUE DATE</b>	<b>REMARKS</b>
Opening Advertising and Promotion <sup>1</sup>	\$5,500.	Expended according to our marketing program during your first 90 days	Paid to advertisers to promote the business. (Section 12.1).

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
		of operation	
Royalty <sup>1</sup>	The Royalty Fee is between 3% and 12% of Gross Revenue <sup>2</sup> , depending on the products and services sold and how long an AMRAMP <sup>®</sup> Business has operated in the territory. See the “Royalty Table” below for more detail. <sup>3</sup>	On the 5 <sup>th</sup> day following the close of every calendar month	Paid to us. We will withdraw these payments from a preauthorized direct transfer account, as described in the Franchise Agreement, or by any other method as we may specify in the Operations Manual or otherwise in writing. (Sections 4.2 and 4.4)
Interest on Late Payments <sup>1</sup>	The lesser of 18%, or the maximum rate permitted by law.	When you pay us the overdue amount	Paid to us if you are overdue on payment of any amounts you owe us. (Section 4.4)
<del>Refresher Training Fee<sup>3</sup></del> <u>Franchise Convention Fees<sup>1</sup></u>	<del>Varies. We do not currently charge a refresher training fee and did not charge a refresher training fee during our most recent fiscal year, but reserve the right to do so in the future. Franchisee is responsible for hotel and transportation. Currently, \$0.</del>	As incurred	<del>Paid to us for ongoing refresher training attendance at an annual national or regional meeting, seminar, or convention. We do not currently charge a fee to attend an annual national or regional meeting, seminar, or convention, but we may charge you a fee to not exceed \$500. Franchisee is responsible for hotel and transportation. (Sections 6.3 and 6.4 and 6.5)</del>
Per Diem Assistance Fee <sup>1</sup>	Currently, \$400 per day.	As incurred	Paid to us. (Section 3.8)
Operations Manual Paper Copy Replacement Charge <sup>1</sup>	Currently, \$1 per page.	As incurred	Paid to us. (Section 9.3)
Brand Fund <sup>1</sup>	1% of Gross Revenue <sup>2</sup> if Gross Revenue during your first year of operations or if your annual Gross Revenue for all of our prior fiscal years was less than \$300,000.  2% of Gross Revenue if your annual Gross Revenue for any of our prior fiscal years was equal to or greater than \$300,000 and less than \$500,000.  3% of Gross Revenue if your annual Gross Revenue for any of our prior fiscal years was equal to or greater than \$500,000.  If your annual Gross Revenue for our current fiscal year is greater than \$1,000,000, the rate will be reduced to 2% for the Gross Revenue that exceeds \$1,000,000 in that same fiscal	When the Royalty is paid	Paid to us to spend on regional/national advertising. (Section 12.3). See Item 11.

TYPE OF EXPENDITURE	AMOUNT		METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
	Low	High			
Professional Fees (note 1 and 12)	\$1,100	\$2,200	As arranged	As incurred	Suppliers
Licenses and Permits (note 1 and 13)	\$110	\$330	As arranged	As incurred	Governmental agencies
Training Expenses (note 1 and 14)	\$1,100	\$2,200	As arranged	As incurred	Suppliers
Additional Funds – 6 months (note 1 and 15)	\$30,250	\$49,500	As arranged	As incurred	Suppliers
<b>TOTAL</b>	\$137,737	\$234,866	(not including optional real estate costs)		

Notes:

1. ~~All costs listed in the table are estimates only.~~ Unless noted otherwise, all fees and payments described in this Item 7 are non-refundable. As described in Item 10, on occasion, we may offer financing to franchisees for the Initial Franchise Fee.
2. The Initial Franchise Fee for an AMRAMP® franchise is \$49,250 for each 1,000,000 persons in your franchise territory, and is calculated on a *pro rata* basis. The average franchisee's territory is typically approximately 3,000,000 persons. The figures in the table above represent the Initial Franchise Fee for a population of 1,000,000 to 2,000,000 people. Depending on the population of your territory, your franchise fee could be higher or lower than the figure provided in the table. The entire Initial Franchise Fee is fully-earned and non-refundable in consideration of administrative and other expenses incurred by us in granting the franchise and for our lost or deferred opportunity to enter into a Franchise Agreement with others. However, if you (or your managing shareholder, partner, or member) fail to complete the Initial Training Program to our satisfaction, we will refund the Initial Franchise Fee to you, less our reasonable administrative, supervisory, accounting, training, and legal costs. See Item 5 for further information.
3. The estimate provided would only cover shelving or partitioning for storage of inventory, marketing materials, and samples. We have made no estimate regarding real estate acquisition costs, as we do not require you to acquire or lease real estate and we have assumed you will operate the business out of your home. You may operate your AMRAMP® franchise from your personal residence. If you choose not to operate your AMRAMP® franchise from your personal residence, you will need to rent office space. We estimate that you will need office space large enough for a workstation, computer, and telephone. You will probably need at least 100 square feet of office space in addition to the storage space. Storage of ramp shipments requires approximately 200 square feet, and garaging of your sales vehicle would require an additional 200 square feet. We estimate that rent for a two-car garage size location would cost approximately an additional \$50 to \$100 per month, which is not reflected in the chart above. However, these costs may vary drastically depending on real estate costs in your area. The first and last months' rent could also be required as a security deposit.

umbrella must apply on a primary and non-contributory basis to any coverage provided by us.

12. The estimate would cover your initial consultation with legal and accounting professionals regarding this franchise opportunity.
13. Most states require you to obtain a license to become a sales tax vendor. A permit may also be required for parking of commercial vehicles.
14. This estimate includes the travel, food, and lodging expenses of one or two persons to attend the 5-day Initial Training Program in Boston, Massachusetts.
15. The estimate reflects the additional funds needed for other required expenses ~~in this Item 7 are estimates of your initial investment in one franchise location~~ that you may incur before commencing operations and for the first 6 months thereafter. We have relied upon the expenditures paid by, and the experience of, our affiliate, Gordon Industries, in determining ~~these estimates~~ this estimate.

## ITEM 8

### **RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES**

You must purchase or lease all equipment that we approve and require for your AMRAMP® Business, including the computer hardware and software, tools, and the AMRAMP® van (meeting our minimum specifications and bearing the signage we require), all as described in the Operations Manual. You must purchase all AMRAMP® products from our affiliate (at then-current prices and subject to the then-current terms and conditions) or from other designated supplier(s) we specify. Currently, our affiliate is the only approved supplier of AMRAMP® products, including steel modular wheelchair ramps. You may not contract with other suppliers to purchase AMRAMP® products.

All equipment and products sold or offered for sale at the AMRAMP® Business must meet our then-current standards and specifications, as established in the Operations Manual or otherwise in writing. Except as otherwise provided in the Franchise Agreement, you must purchase all equipment and products used or offered for sale at the AMRAMP® Business for which we have established standards or specifications solely from approved suppliers (including distributors and other sources) which demonstrate, to our continuing ~~reasonable~~ satisfaction, the ability to meet our standards and specifications, and who have been approved by us in the Operations Manual or otherwise in writing.

If you desire to purchase products from a party other than an approved supplier, you must submit to us a written request to approve the proposed supplier, together with such evidence of conformity with our specifications as we may ~~reasonable~~ require. We have the right to require that our representatives be permitted to inspect the supplier's facilities, and that samples from the supplier be delivered for evaluation and testing either to us or to an independent testing facility that we designate. You must pay a charge not to exceed the ~~reasonable~~ cost of the evaluation and testing. We will use our best efforts, within 90 days after our receipt of such completed request and completion of such evaluation and testing (if required by us), to notify you in writing of our approval or disapproval of the proposed supplier. You may not sell or offer for sale any products of the proposed supplier until you receive our written approval of the proposed supplier. We may from time to time revoke our approval of particular products or suppliers when we determine that such products or suppliers no longer meet our standards. Upon receipt

of written notice of such revocation, you must cease to sell any disapproved products and cease to purchase from any disapproved supplier.

We do not have written criteria for approving suppliers, therefore do not provide any such criteria to franchisees. However, a proposed supplier may be denied (or a prior approval may be revoked) if we determine that the supplier's products are dangerous or have quality issues, or the supplier has service issues.

We will provide you with specifications for approved products, but we are not required to make these specifications available to prospective suppliers if we deem them to be confidential.

The following table sets forth our estimates regarding the things we require you to purchase or lease from us or our approved vendors and suppliers relative to your total initial investment and annual operating expenses (not as a percentage of gross revenue).

<b>GOODS/SERVICES</b>	<b>PERCENTAGE OF TOTAL INITIAL INVESTMENT</b>	<b>PERCENTAGE OF TOTAL ANNUAL OPERATING EXPENSES</b>
Leasehold Improvements	Less than 1%	Less than 1%
Signs	1% to 3%	Less than 3%
Inventory	7% to 12%	25%
Vehicles	11% to 22%	6%
Tools	Less than 1%	Less than 1%
Office Equipment and Supplies	Less than 1% to 4%	2% to 4%
Insurance	Less than 1% to 4%	1% to 4%
Tradeshaw Booth Package	Less than 1% to 2%	1% to 2%

In sum, the estimated portion of required purchases and leases by the franchisee is 24% to 49% of the purchases and leases that will be made by the franchisee while establishing the business, and 40% to 46% of the purchases and leases that will be made by the franchisee while operating the business on an ongoing basis.

Based on internal sales records, our affiliate and approved supplier, Gordon Industries, derived \$7,007,656 in gross revenue in 2023 as a result of franchisee purchases. In 2023, AMRAMP® did not derive any revenue from franchisee purchases. Our Chief Executive Officer, Justin Gordon, owns an interest in Gordon Industries. No other officers own an interest in Gordon Industries. No officers own an interest in any other approved supplier.

We do not provide material benefits to you based on your use of our designated or approved sources.

There are no purchasing or distribution cooperatives at this time.

time per year thereafter as we determine in our sole discretion. The first visit will last a minimum of 4 hours, and all subsequent visits will last a minimum of 2 hours each (Franchise Agreement, Section 3.3).

3. At your request, we will furnish additional guidance and assistance relating to the operation of the AMRAMP® Business and, in such a case, may, in our discretion, charge the *per diem* fees and charges we establish from time to time. (Franchise Agreement, Section 3.8).

4. At your request, or if we require, we will provide the initial training program for certain personnel subsequently employed by you after you commence operation, ~~and charge our then-current training fee. However, we are currently waiving 50% of~~ We provide the initial training ~~fee and reimbursing up to 50% of your costs of in-person training via a royalty credit program~~ for up to ~~two of these~~one subsequent ~~employees~~employee per a rolling 12 calendar month period. There is no cost for the training, but if such training is provided, you will be responsible for any expenses incurred by your personnel, including travel expenses and wages (Franchise Agreement, ~~Section~~ Sections 6.2 and 6.5).

5. We may, in our sole discretion, provide to you and/or previously trained and experienced employees refresher training courses at such times and locations that we designate, and require you to attend such training. ~~We may, in our sole discretion, charge reasonable fees for such courses~~ There is no cost for the refresher training, but if such training is provided, you will be responsible for expenses incurred by you and your employees, including travel expenses and wages (Franchise Agreement, Sections 6.3 and ~~6.4~~6.5).

6. We may, at our option, provide and require you to attend 1 annual, ~~national,~~ or regional meeting, seminar, or convention for AMRAMP® franchisees for training or business purposes at your expense. We currently do not charge you to attend such annual national or regional meeting, seminar, or convention, but we may charge you a registration fee in the future, up to \$500. In addition, you will be responsible for expenses incurred by you and your employees, including travel expenses and wages (Franchise Agreement, Section ~~6.3~~6.4 and 6.5).

7. We ~~may set forth~~impose minimum Gross Revenue requirements and minimum Operational Standards (such standards currently include, e.g., minimum requirements for call answering (50% of call-center leads), CRM utilization (5 logins per week, and usage with 80% of customers), annual revenue expectations (\$100,000 annual Gross Revenue per million of serviced population), minimum pay-per-click marketing investments, in-service presentations (2 per quarter), and online customer reviews (2 per month) (Franchise Agreement, 7.3).

8. We may, but are not required to, set ~~reasonable~~ restrictions on rental or sale prices for specific products, merchandise, or services you offer or sold by you (Franchise Agreement, 7.17).

## Advertising Programs

**Advertising Fund.** We control an Advertising Fund (the “Brand Fund”) to which all AMRAMP® franchisees are required to contribute. Payments to the Brand Fund are payable in the same manner as the Royalty due under the Franchise Agreement. The amount you must pay to the Brand Fund is calculated as follows: (a) during your first year of operation or if your annual Gross Revenue for all of our prior fiscal years was less than \$300,000, you must contribute to the Brand Fund monthly 1% of Gross Revenue for the preceding month; (b) if your annual Gross Revenue for any of our prior fiscal years was equal to or greater than \$300,000 and less than \$500,000, you must contribute to the Brand Fund monthly 2% of Gross Revenue for the preceding month; and (c) if your annual Gross Revenue for any of our prior fiscal years was equal to or greater than \$500,000, you must contribute to the Brand Fund monthly 3% of Gross Revenue for the preceding month. However, if your annual Gross Revenue for our current fiscal year exceeds \$1,000,000, then you must contribute to the Brand Fund monthly (i) 3% of Gross Revenue for the preceding month on the first \$1,000,000 of Gross Revenue in our current fiscal year and (ii) 2% of Gross Revenue for the preceding month on Gross Revenue that is over \$1,000,000 in our current fiscal year. Please see the table below for more clarification.

Some franchisees who signed Franchise Agreements before the effective date of this Disclosure Document currently contribute to the Brand Fund at different rates. We and our affiliate are not obligated to contribute to the Brand Fund. Currently, however, the AMRAMP® businesses operated by us and our affiliate contribute to the Brand Fund at the same rates and in the same manner as AMRAMP® franchisees.

Annual Gross Revenue Tiers For Marketing Spending Requirements				
Tier	Min. Gross Revenue	Max. Gross Revenue	% Local	% National
1	\$0	\$299,999	6.00%	1.00%
2	\$300,000	\$499,999	4.00%	2.00%
3	\$500,000	\$1,000,000	3.00%	3.00%

Annual Gross Revenue Over \$1,000,000 Marketing Spending Requirements			
Min. Gross Revenue	Max. Gross Revenue	% Local	% National
\$0	\$1,000,000	Based on Tier	Based on Tier
\$1,000,001	n/a	3.00%	2.00%

We direct all advertising programs of the Brand Fund, with sole discretion over the concepts, materials, and endorsements used in such programs and the geographic market and media placement and allocation of them. The Brand Fund’s advertising may be disseminated in print, digital format, radio, or television, and may be local, regional, or national in scope. The source of the advertising is from in-house or AMRAMP® approved advertising. ~~The Brand Fund, all contributions to it, and any of its earnings, are used exclusively to meet any and all costs of maintaining, administering, directing, conducting and preparing advertising, marketing, public relations, and/or promotional programs and materials, and any other activities that we believe will enhance the image of the System, including, among other things, the costs of preparing and conducting radio, cable television, digital, and print~~

~~advertising campaigns; developing, maintaining, and updating a website on the internet; direct mail advertising; marketing surveys; employing advertising and/or public relations agencies to assist therein; purchasing promotional items; and providing~~ We will create ads and may solicit outside ad agencies for the same purpose. Copies of promotional and other marketing materials and services to the businesses operating under the System. Multiple copies of such materials will be furnished to you at our direct cost of producing them plus any related shipping, handling and storage charges (Franchise Agreement, Section 12.3). ~~We will create ads and may solicit outside ad agencies for the same purpose.~~

The Brand Fund will be accounted for separate from our other funds, and will not be used to defray any of our general operating expenses, except that we retain the right to obtain reimbursement from the Fund for (a) our out-of-pocket costs and expenses incurred in administering the Brand Fund, (b) up to 10% of the monies contributed to the Brand Fund to reimburse us for administrative costs and overhead incurred by us in any activities related to the administration of the Brand Fund and its programs, and (c) a *pro rata* portion of the salaries of personnel who spend time on Fund-related matters. We may spend, on behalf of the Brand Fund, in any fiscal year, an amount that is greater or less than the aggregate contribution of all AMRAMP® businesses to the Brand Fund in that year, and the Brand Fund may borrow from us or others to cover deficits or invest any surplus for future use. All interest earned on monies contributed to the Brand Fund will be used to pay advertising costs before other assets of the Brand Fund are expended. We will prepare an annual statement of monies collected and costs incurred by the Brand Fund and furnish the statement to you upon written request. The financial statements of the Brand Fund are not audited. We will account for contributions to the Brand Fund separate from other amounts we receive (Franchise Agreement, 12.3.3). We will not use any monies contributed to the Brand Fund for the solicitation of the sale of franchises. The 2023 Brand Fund expenditures were made as follows: 53% for media placement (including publications, direct mail marketing, and internet advertising); 6% for production costs; 8% for other costs (including CRM development, and general research and development); and 33% as a *pro rata* portion of salaries of personnel who spent time on matters related to administration of the Fund.

Except as indicated above, we do not receive payment for providing goods or services to the Brand Fund. We are not be obligated, in administering the Brand Fund, to make expenditures for you which are equivalent or proportionate to your contribution, or to ensure that any particular franchisee benefits directly or from expenditures by the Brand Fund (Franchise Agreement, Section 12.3.1).

The Brand Fund is intended to be of perpetual duration. However, we maintain the right to terminate the Brand Fund. The Brand Fund may not be terminated, however, until all monies in the Brand Fund have been expended for advertising and/or promotional purposes or returned to its contributors on the basis of their respective contributions during the preceding 3 month period (Franchise Agreement, Section 12.3.5).

**Advisory Council.** You are encouraged (and we reserve the right to require you) to become a member of and participate actively in the Amramp Franchisee Advisory Council (“amFAC”), which is an advisory council composed of franchisees that advise us on operational and marketing policies. There is a national amFAC with five franchisee members. The purposes of the amFAC includes facilitating and managing communication within the AMRAMP® System; promoting the interchange of ideas among and between AMRAMP® and the AMRAMP® franchisees; promoting the exchange of marketing and advertising ideas and programs; and otherwise improving and facilitating communications between and among AMRAMP® and AMRAMP® franchisees for the purpose of improving and strengthening the System, the AMRAMP® brand, and its associated goodwill. The amFAC has the power to create, change and dissolve committees for specific issue areas as needed from time to time, and to select franchisees to serve on such committees. The amFAC is advisory only and does not have operational or

decision-making power. The Bylaws do not state whether we have the right to change, or dissolve the Advisory Council, but we reserve the right to do so.

**Local Advertising.** For each month that your AMRAMP® Business is open for business, you must spend a minimum amount each month on local marketing, advertising, and promotion in such manner as we may direct in the Operations Manual or otherwise in writing from time to time. Your required local advertising expenditure is calculated as follows: (a) during your first year of operation or if your annual Gross Revenue for all of our prior fiscal years was less than \$300,000, you must spend each month a minimum of \$1,200 or 6% of the Gross Revenue for the preceding month, whichever is greater; (b) if your annual Gross Revenue for any of our prior fiscal years was greater than or equal to \$300,000 and less than \$500,000, you must spend each month a minimum of 4% of the Gross Revenue for the preceding month; and (c) if your annual Gross Revenue for any of our prior fiscal years was equal to or greater than \$500,000, you must spend each month a minimum of 3% of the Gross Revenue for the preceding month. Please see the table in the “*Advertising Fund*” section above for more clarification.

If we determine that you have not spent the requisite amounts, we may require you to pay such unexpended amounts into the Brand Fund (Franchise Agreement, Section 12). Unless otherwise agreed to by us in writing, such marketing, advertising, and promotion must relate exclusively to the products and services you offer or sell under the AMRAMP® System (Franchise Agreement, Section 12).

**Websites and Online Presence.** Except as provided in the Operations Manual or we otherwise approved by us in advance, you may not use the Proprietary Marks or any abbreviation or other name associated with us and/or the System as part of any e-mail address, domain name, and/or other identification of you in any electronic medium. You also may not establish or maintain a website, or otherwise maintain a presence or advertise on the internet, in connection with your AMRAMP® Business (Franchise Agreement, Section 12.5).

We maintain a corporate website at [www.amramp.com](http://www.amramp.com), local franchise landing pages, a corporate Facebook profile, Twitter, an AMRAMP® Blog, and more. We control our corporate website and all local landing pages. Information about each AMRAMP® franchise is provided on our corporate website through a local landing page with specific content, and we may require you to provide text, images, video, or other content for our use with any websites or “pages” that we create or control. ~~At our option~~ In addition, we may permit or require you to establish accounts or pages, or otherwise create and maintain a presence, on ~~any~~ certain social media, business networking, or new technology ~~website or platform, such as Facebook, Instagram, TikTok, Twitter, LinkedIn, virtual worlds, file, audio, and video-sharing sites, blogs, forums, or other similar present or future online, mobile, or internet based site or platform that we designate (each, a “Designated Platform”) at your expense. You must provide us at all times with current administrator level access credentials, usernames, passwords, tokens, and all other information and items required for complete access to, and control over, any accounts, pages, or presence on any Designated Platform (the “Access Credentials”). We may use the Access Credentials to ensure your compliance with our then-current standards and specifications. We encourage our AMRAMP® franchisees to participate in social networking on Designated Platforms~~ websites or platforms in accordance with our ~~then-current~~ standards and specifications in an effort to engage the online community to increase our relevance and discoverability on the internet. ~~Facebook is currently the only Designated Platform, but you may request approval of additional platforms at any time. We will at all times remain the owner of the copyrights for all material which appears on our website, local landing pages, or any other pages associated your AMRAMP® Business. You must provide us at all times with credentials or other information and items required for complete access to, and control over, your accounts, pages, or presence on these websites or platforms.~~ (Franchise Agreement, Section 12.6).

If we provide you with a Facebook store page, you may post new content and photos to the Facebook store page we provide in accordance with our social media policies. We may require you to remove any Facebook store page content we deem inappropriate.

**Computer Systems**

We require you to use a standard Windows-compatible computer with Microsoft Office® software, Salesforce CRM, and Quickbooks® software in the operation of your franchise. You can purchase the computer and monitor and the required software through our Information Technology Department. Also, you will need a combined printer, facsimile machine, and scanner, in order to operate the franchise. We estimate that you will spend approximately \$2,215 on the computer system and components described above. You will use the personal computer to generate reports, maintain office administrative records, and communicate with us through the internet. It will be your responsibility to find an Internet Service Provider through which you can communicate with us.

We require that you purchase or possess an iPad 2 or newer with cellular coverage along with our Ramp Evaluator application for use in your daily operations, especially field evaluations. We estimate that you will spend approximately \$600 to \$800 on the iPad 2, plus approximately \$800 on the AMRAMP® Ramp Evaluator application. You will contact approved suppliers for service and maintenance of your computer hardware and software and peripheral equipment. Our approved suppliers have their own policies for service and maintenance as well as hardware and software upgrades. You ~~agree to~~must maintain at your own expense a computer system that conforms to the requirements and formats we prescribe from time to time, including updating all computer software and hardware as required by us. There are no contractual limitations on the cost or frequency of your obligation to maintain, upgrade and update the computer system. We have the right, as often as we deem appropriate, including on a daily basis, to access all computer systems and backup systems that you are required to maintain in connection with the operation of the AMRAMP® Business and to monitor and retrieve all information relating to your operations (Franchise Agreement, Section 8.4.3). There are no contractual limitations on our right to access the information. We estimate that the annual cost to upgrade and maintain your computer and software will be \$500.

You are currently required to pay monthly subscription fees to us for the use of various software programs that you are required to use in your business as follows:

Software	Description	Monthly	Annually
GoToMyPC	Permits us to remotely access the information in your computer system.	\$11	\$132
Online Backup System	Provides online backup services.	\$6	\$72
Salesforce CRM	Provides customer relationship management. (Franchisees currently have an average of two licenses)	\$66 per user or per account.	\$792 per user or per account.
Email System (Option 1) OR	Provides e-mail access.	\$5 per email account	\$60 per email account
Email System (Option 2)	Provides e-mail access and access to the Microsoft	\$12.50 per email account	\$150 per email account

Your Territory will be defined as a specific geographic area identified using commonly understood state, county, municipal, or postal area definitions. Except as described below, a typical territory will have a population of about two million people, as determined by us based on the most recent U.S. census data. We will not establish or operate, or license another person to establish or operate, another AMRAMP® business under the System and the Marks® within your Territory. You may not service or solicit business outside of the Territory without our prior written consent.

Any services to be performed at locations outside of the Territory will be referred to the AMRAMP® franchisee, if any, within whose territory such locations fall. If such locations do not fall within the territory of any such franchisee, we may, at our discretion, allow you to perform such services at such locations.

As described in Item 1 above, our affiliate, Gordon Industries has sold its proprietary ramp products in certain areas through distributors that also sell medical equipment, but terminates such arrangements with distributors in areas where we enter into a Franchise Agreement with a franchisee. Aside from this arrangement, neither we nor Gordon Industries have used other channels of distribution such as the internet, catalog sales, telemarketing or other direct marketing to make sales within a franchisee's territory using either our principal trademark or any other trademark. In the future, however, we or Gordon Industries may use other channels of distribution such to make sales within a franchisee's territory of certain products and services, ~~but we will not make any such.~~ We are not required to compensate you for soliciting and/or conducting business within your territory, but we are restricted from making any sales of the custom modular ramps you will sell through your AMRAMP® Business in your territory without your authorization.

As described in Item 1, our affiliate owns and operates a business in the Randolph, Massachusetts and surrounding suburban areas under the name AMRAMP® which is similar to an AMRAMP® Business. (See Item 20 for the status of affiliate-owned businesses).

Your rights in and to the Territory granted by your AMRAMP® franchise are dependent on your compliance with the Franchise Agreement. If you receive a notice of default under Section 15.2 of the Franchise Agreement (which is a serious default without an opportunity to cure), or receive a notice of default with an opportunity to cure issued under Section 15.2 or 15.3 and fail to cure the default within the time period provided, we can take a number of actions other than termination, including reducing, modifying, or terminating the territorial protection granted by the Franchise Agreement. Other than compliance with the Franchise Agreement (which includes certain operational standards and minimum performance requirements), there are no other circumstances or conditions that must be met to maintain your territorial protection.

Except as described above, the definition of your Territory, as well as any other terms of the Franchise Agreement, may not be changed without our and your written consent. You must not relocate your AMRAMP® Business without our prior written approval. We have the right, in our sole discretion, to withhold approval of relocation. You do not receive the option, right of first refusal, or similar right to acquire additional franchises in your area.

## ITEM 13

### TRADEMARKS

You will be granted the right, by the Franchise Agreement, to establish and operate a Franchised Business under the Mark “AMRAMP®” and such other trademarks, trade names, and service marks as we may designate as part of the System.

Our affiliate, Gordon Industries, has registered the following principal trademarks on the Principal Register of the United States Patent and Trademark Office:

TRADEMARK	REGISTRATION NUMBER	DATE OF REGISTRATION
<b>AMRAMP (and design)</b>	3,822,938	July 20, 2010 (renewed)
<b>HomeNest</b>	4,266,392	January 1, 2013 (renewed)
<b>AMRAMP PRO</b>	5,768,120	June 4, 2019
<b>FIND YOUR FORWARD</b>	7,270,623	January 9, 2024

Our affiliate, Gordon Industries, owns the AMRAMP® mark and has licensed to us the right to use and permit our franchisees to use the AMRAMP® mark. Except for the license agreement (“License Agreement”) between our affiliate and us, there are no agreements currently in effect which significantly limit our right to use or license the use of the Marks which are in any manner material to the franchise. The term of the License Agreement is indefinite. Either Gordon Industries or we can terminate the License Agreement and the rights granted under the License Agreement, with or without cause and by providing 30 days prior written notice to the other party. If the License Agreement is terminated, Gordon Industries will assume all of our rights and obligations relating to Gordon Industries’ marks under any effective Franchise Agreement.

~~You agree to use our current and future trademarks, service marks and trade names only in the ways we have approved in advance in writing as we have set forth in our Operations Manual or other written materials. You also agree to cease using any trademarks, service marks or trade names we determine to be no longer part of the AMRAMP® system standards, including the AMRAMP® trademark.~~ We reserve the right, at our sole discretion, to modify, add to, or discontinue use of the Marks, or to substitute different marks for use in identifying the System and the business operating under the Marks. You must promptly comply with such changes, revisions and/or substitutions, and bear all the costs of modifying your signs, advertising materials, interior graphics, and any other items which bear the Marks to conform therewith.

As of the issuance date of this document, all required affidavits pertaining to the trademarks registrations listed above have been filed, and we currently intend to renew such registrations and file all required affidavits as required by law. There are no currently effective material determinations of the Patent and Trademark Office, the Trademark Trial and Appeal Board, the trademark administrator of this state, or any court, nor any pending infringement, opposition, or cancellation proceeding, nor any

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
r. Non-competition covenants after the franchise is terminated or expires	17.3	You must not, for a continuous uninterrupted period of 2 years following the transfer, termination or expiration of the Franchise Agreement own, maintain, operate, engage in, be employed by, provide assistance to, or have any interest in (as owner or otherwise) any retail business that is the same as, or substantially similar to, an AMRAMP® Business; or offers to sell or sells Ramps, Additional Approved Products, or other services, equipment, products or items which are the same as, or substantially similar to, any of the services, equipment, product or other items offered by an AMRAMP® Business, and that is, or intended to be, operated within: (i) the “Territory” (as defined in the Franchise Agreement); (ii) 100 miles of the Location; or (iii) 50 miles of the Location of other any other AMRAMP® Business in operation or under construction.
s. Modification of the Agreement	24	The Franchise Agreement may only be modified by written agreement signed by both parties.
t. Integration/ merger clause	24	Only the terms of the Franchise Agreement are binding (subject to state law). Any representations or promises outside of the Disclosure Document and Franchise Agreement may not be enforceable. <u>Notwithstanding the foregoing, nothing in the Franchise Agreement or any related agreement is intended to disclaim the representations made in the Franchise Disclosure Document.</u>
u. Dispute resolution by arbitration or mediation	26.2 and 26.3	Except as otherwise provided, all disputes and claims relating to the Franchise Agreement must be settled by mediation and arbitration at the JAMS Resolution Center that is nearest to our principal business address according to the then-current JAMS Comprehensive Arbitration Rules and Procedures and the Federal Arbitration Act.
v. Choice of forum	26.4	<del>Any action not otherwise subject to arbitration under Section 26.3 of the Franchise Agreement, whether or not arising out of, or relating to the Franchise Agreement, brought by you (or any of your principals) against us, must be brought in Suffolk County, Massachusetts. We have the right to commence an action against you in any court of competent jurisdiction and nothing prohibits us from removing an action from state court to federal court.</del> <u>subject to applicable state law.</u>
w. Choice of law	26.1	Subject to state law, the Franchise Agreement will be interpreted and construed under the laws of Massachusetts.

Some states have enacted statutes which may supersede certain provisions of the Franchise Agreement, including provisions concerning termination, transfer, and renewal of your franchise, choice of forum, or choice of law. See the applicable state addendum for additional information.

## **ITEM 18**

### **PUBLIC FIGURES**

There are no public figures involved in the sale of this franchise.

## **ITEM 19**

### **FINANCIAL PERFORMANCE REPRESENTATIONS**

The FTC’s Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure document. Financial

ADA Certification in the form attached to this Agreement as Exhibit B, to certify to us that the AMRAMP® Business and any proposed renovations comply with the ADA.

## 6. TRAINING

6.1 Initial Training Program. Before the AMRAMP® Business commences operations, the following individuals shall attend and successfully complete to our satisfaction the initial training program (“Initial Training Program”): (a) you (or, if you are a corporation, partnership or limited liability company, your managing shareholder, partner or member); and (b) one additional employee you elect to enroll in the Initial Training Program. We shall have the right to approve those persons who attend the Initial Training Program and to require fewer or additional persons to attend the Initial Training Program as we determine in our sole discretion. In the event you (or your managing shareholder, partner or member) or your employee fail, in our sole discretion, to successfully complete the Initial Training Program, to our satisfaction, we have the right to terminate this Agreement pursuant to Section 15 hereof.

6.1.1 The Initial Training Program consists of five (5) working days of training for you (or your managing shareholder, partner or member) and your employees to be furnished at our training facility or at an operating AMRAMP® business that we designate.

6.1.2 No other additional or refresher courses are required for you to commence operation of the AMRAMP® Business.

6.2 Subsequent Employees. At our option, any persons subsequently employed by you after your AMRAMP® Business commences operations shall, prior to the assumption of duties, also attend and complete to our satisfaction the Initial Training Program ~~and pay the then-current training fee designated in the Operations Manual or otherwise in writing from time to time by us. However, we currently waive 50% of the then-current training fee, and reimburse up to 50% your documented costs of in-person training (including, in our sole discretion, reasonable costs for travel, lodging, food, etc.) for up to two.~~ We provide the Initial Training Program for up to one subsequent ~~employees~~employee per rolling twelve (12) calendar month period. ~~Such reimbursement is provided as a royalty credit against future royalty fees that would otherwise be due from you under Section 4.2 above, and is capped with a maximum benefit of \$5,000 during the term of this Agreement. This program may be modified or eliminated in our sole discretion at any time.~~

6.3 Refresher Trainings and Additional Programs. You (or your managing shareholder, partner or member) and your employees who attend the Initial Training Program or who are designated from time to time shall attend such additional courses, seminars and other in-person or virtual training programs (collectively “Refresher Trainings”) as we may reasonably require from time to time.

6.4 Franchisee Conventions. We reserve the right to require you (or your managing shareholder, partner or member) and your employees to attend an annual in-person national or regional meeting, seminar or convention for AMRAMP® franchisees for training or business purposes. (the “Franchisee Convention”). We do not currently charge an additional fee to attend

the Franchisee Convention, but we reserve the right to charge you a registration fee not to exceed \$500 to defray our costs.

6.46.5 Training Fee and Expenses. All training programs required by this Agreement shall be at such times and places as may be designated by us. We shall furnish the Initial Training Program ~~to you (or your managing shareholder, partner or member) and one (1) additional employee~~ as described in Section 6.1 and 6.2, and the Refresher Trainings as described in Section 6.3, at no additional fee or other charge. You shall be responsible for any and all expenses incurred by you or your employees in connection with attending the Initial Training Program and all other ~~such~~ training, programs, and meetings, including, without limitation, the costs of transportation, lodging, meals, and wages.

## **7. YOUR DUTIES**

7.1 Operating Standards. You understand and acknowledge that every detail of the System and the Franchised Business is important to you, us, and other AMRAMP® businesses in order to develop and maintain high operating standards, to increase the demand for the products and services sold by all franchised businesses operating under the System, to protect and enhance our reputation and goodwill, to promote and protect the value of the Proprietary Marks, and other reasons.

7.2 Adherence to Standards and Specifications. To insure that the highest degree of quality and service is maintained, you shall operate the AMRAMP® Business in strict conformity with such methods, standards, and specifications as we may from time to time prescribe in the Operations Manual or otherwise in writing. You agree:

7.2.1 To maintain in sufficient supply, as we may prescribe in the Operations Manual or otherwise in writing, and to use at all times, only such types, models and brands of products, equipment (including, but not limited to, a van for use in the Franchised Business (“Van”), in the model and bearing the signage we require, the tools, and the computer hardware and software), materials and supplies from a supplier or suppliers designated or approved by us that conform to our written standards and specifications, and to refrain from deviating therefrom by the use of nonconforming items, without our prior written consent; we may designate ourselves or an affiliate to be an approved supplier, or the only approved supplier, of any products, equipment, and other supplies;

7.2.2 To sell or offer for sale only the Ramps, Additional Approved Products, and such other products, equipment and services as have been expressly approved for sale in writing by us; to refrain from any deviation from our standards and specifications without our prior written consent; and to discontinue selling and offering for sale any Ramps, Additional Approved Products, and other products, merchandise, equipment, and services which we may, in our discretion, disapprove in writing at any time;

7.2.3 To refrain from marketing, offering, or selling Ramps or Additional Approved Products independently of the other products sold or leased by the AMRAMP® Business;

AMENDMENT TO THE  
AMRAMP® FRANCHISE AGREEMENT  
REQUIRED BY THE STATE OF CALIFORNIA

In recognition of the requirements of the California Franchise Investment Law, the parties to the attached AMRAMP® Franchise Agreement (the “Franchise Agreement”) hereby agree as follows:

1. Section 26.7 of the Franchise Agreement, entitled “Limitation of Claims,” ~~shall be~~ is hereby amended by adding the following language:

**THIS SECTION 26.7 SHALL NOT APPLY TO CLAIMS ARISING UNDER SECTIONS 31300 THROUGH 31306 OF THE CALIFORNIA FRANCHISE INVESTMENT LAW, ALL OF WHICH SHALL BE GOVERNED BY APPLICABLE STATE STATUTES. THIS PROVISION DOES NOT LIMIT FRANCHISEE’S RIGHT TO TERMINATE THIS AGREEMENT IN ANY WAY.**

2. Section 28 of the Franchise Agreement, entitled “Acknowledgments,” ~~shall be amended by the addition of the following language to the end of the section:~~ is hereby deleted in its entirety.

~~28.5 No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise registration shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.~~

3. For franchisees operating outlets located in California, the California Franchise Investment Law and the California Franchise Relations Act will apply regardless of the choice of law or dispute resolution venue stated elsewhere. Any language in the Franchise Agreement or any amendment thereto or any agreement to the contrary is superseded by this condition.

4. The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. A contract that restrains a former franchisee from engaging in a lawful trade or business is to that extent void under California Business and Professions Code Section 16600.

35. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the California Franchise Investment Law, are met independently without reference to this Amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed this California Amendment to the Franchise Agreement on the same date as that on which the Franchise Agreement was executed.

AMRAMP, LLC:

FRANCHISEE:

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

**ADDENDUM TO THE AMRAMP, LLC  
FRANCHISE DISCLOSURE DOCUMENT  
REQUIRED BY THE STATE OF ILLINOIS**

In recognition of the requirements of the Illinois Franchise Disclosure Act, the Franchise Disclosure Document of AMRAMP, LLC for use in Illinois shall be amended consistent with the following:

1. Illinois law governs the agreements between the parties to this franchise.
2. Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement that designates jurisdiction or venue outside Illinois is void. However, a franchise agreement may provide for arbitration outside of Illinois.
3. Section 41 of the Illinois Franchise Disclosure Act provides that any condition, stipulation of provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.
4. Your rights upon termination and non-renewal of a franchise agreement are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.
5. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.
6. [This franchise opportunity requires a territory of at least 1,000,000 people.](#)
7. [The Franchisor views this business opportunity as a home-based business.](#)
8. [In fiscal year 2023, the Franchisor's affiliate derived more than \\$7 million in revenue as a result of purchases required to be made by franchisees from that affiliate.](#)

AMENDMENT TO THE  
AMRAMP® FRANCHISE AGREEMENT  
REQUIRED BY THE STATE OF ILLINOIS

In recognition of the requirements of the Illinois Franchise Disclosure Act of 1987, the parties to the attached AMRAMP® Franchise Agreement (the “Franchise Agreement”) hereby agree as follows:

1. Illinois law governs the agreements between the parties to this franchise.
2. Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement that designates jurisdiction or venue outside of Illinois is void. However, a franchise agreement may provide for arbitration outside of Illinois.
3. Section 41 of the Illinois Franchise Disclosure Act provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.
4. Your rights upon termination and non-renewal of a franchise agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.
5. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.
6. This franchise opportunity requires a territory of at least 1,000,000 people.
7. The Franchisor views this business opportunity as a home-based business.
8. In fiscal year 2023, the Franchisor’s affiliate derived more than \$7 million in revenue as a result of purchases required to be made by franchisees from that affiliate.

IN WITNESS WHEREOF, the parties hereto have duly executed this Illinois Amendment to the Franchise Agreement on the same date as that on which the Franchise Agreement was executed.

AMRAMP, LLC:

FRANCHISEE:

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

7. Item 17 shall be amended by adding the following language at the end of the item:

Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Franchise Disclosure Document or agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

8. Item 17 shall be amended by adding the following language at the end of the Item:

No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

9. NSF checks are governed by Minnesota Statute 604.113, which puts a cap of \$30 on service charges.

910. Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Franchise Act, Minn. Stat. §§ 80C.01 through 80C.22 and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930 are met independently without reference to this Addendum to the Franchise Disclosure Document.