

FRANCHISE DISCLOSURE DOCUMENT



JDog Carpet Franchising, LLC
A Delaware limited liability company
1021 Old Cassatt Road,
Suite 100
Berwyn, PA 19312
1.844.655.5364
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JDog Carpet Franchising, LLC, offers Franchises for the operation of residential and commercial carpet cleaning businesses under the name “JDog Carpet Cleaning & Floor Care”. This franchise is only offered to honorably discharged and active military personnel and their families.

The total investment necessary to begin operation of a “JDog Carpet Cleaning & Floor Care” franchise is between \$42,909 to \$206,447. This includes \$15,000 to \$35,000 that must be paid to the franchisor or 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 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. **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 to you. To discuss the availability of disclosures in different formats, please contact Jerry Flanagan at JDog Carpet Franchising, LLC, 1021 Old Cassatt Road, Suite 100, Berwyn, PA 19312 or call us at 1.844.655.5364.

The terms of your contract will govern your franchise relationship. Do not rely on the Disclosure Document alone to understand your Contract. Read all of your contracts carefully. Show your Contract and this Disclosure Document to an advisor such as 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 through the Trade Commission. You can contact the F.T.C. at 1-877-FTC-HELP or by writing the F.T.C. at 600 Pennsylvania Avenue, Northwest, Washington, DC 20580. You can also visit the F.T.C.’s homepage at www.ftc.gov. For additional information, call your state agency or visit your public library for sources of information of franchising.

There may also be laws on franchising in your state. Ask your state agency about them.

Issued: June 16, ~~28~~, 2024

How to Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit G.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor’s direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit H includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only JDog Carpet Cleaning & Floor Care business in my area?	Item 12 and the “territory” provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What’s it like to be a JDog Carpet Cleaning & Floor Care franchisee?	Item 20 or Exhibit G lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

Continuing responsibility to pay fees. You may have to pay royalties and other fees even if you are losing money.

Business model can change. The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

Supplier restrictions. You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

Operating restrictions. The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

Competition from franchisor. Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

Renewal. Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

When your franchise ends. The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit A.

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the

State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

Special Risks to Consider About *This Franchise*

Certain states require that the following risk(s) be highlighted:

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Pennsylvania. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Pennsylvania than in your own state.

2. **Turnover Rate.** During the last 23 years, a high percentage of franchised were terminated. This franchise could be a higher risk investment than a franchise in a system with a lower turnover rate.

3. **Mandatory Minimum Payments.** You must make minimum royalty or advertising fund payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.

4. **Financial Condition.** The Franchisor's financial condition as reflected in its financial statements (see Item 21) calls into question the Franchisor's financial ability to provide services and support to you.

65. **Unopened Franchises.** The franchisor has assigned a significant number of franchise agreements with franchisees who have not yet opened their outlets. If other franchisees are experiencing delays in opening their outlets, you also may experience delays in opening your own outlet.

Certain states may require other risks to be highlighted. Check the "State Specific Addenda" (if any) to see whether your state requires other risks to be highlighted.

NOTICE REQUIRED BY THE MICHIGAN FRANCHISE INVESTMENT LAW

The following statement is required to be provided to you under the Michigan Franchise Investment Law. By providing this statement, we do not represent or warrant that any of the following provisions of the law are enforceable. We reserve the right to contest the enforceability of any of the following provisions.

The State of Michigan prohibits certain unfair provisions that are sometimes in franchise documents. If any of the following provisions are in these franchise documents, the provisions are void and cannot be enforced against you.

Each of the following provisions is void and unenforceable if contained in any documents relating to a franchise:

- (a) A prohibition on the right of a franchisee to join an association of franchisees.
- (b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.
- (c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.
- (d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) The term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.
- (e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
- (f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

(g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

(i) The failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards.

(ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.

(iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

(iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

(h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

(i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

The fact that there is a notice of this offering on file with the attorney general does not constitute approval, recommendation or endorsement by the attorney general.

Any questions regarding this notice should be directed to:
Michigan Department of Attorney General
Consumer Protection Division
Attn: Franchise
525 W. Ottawa Street, 1st Floor
Lansing, Michigan 48909
(517) 373-7117

TABLE OF CONTENTS

Contents

ITEM 1 – THE FRANCHISOR AND ANY PARENTS, PREDECESSORS OR AFFILIATES ...	1
ITEM 2 – BUSINESS EXPERIENCE	3
ITEM 3 – LITIGATION.....	4
ITEM 4 – BANKRUPTCY	4
ITEM 5 – INITIAL FEE.....	4
ITEM 6 – OTHER FEES	5
ITEM 7 – ESTIMATED INITIAL INVESTMENT.....	11
ITEM 8 – RESTRICTIONS ON SOURCES OF PRODUCT AND SERVICES	15
ITEM 9 – FRANCHISEE’S OBLIGATIONS.....	17
ITEM 10 – FINANCING	19
ITEM 11 – FRANCHISOR’S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING	19
ITEM 12 – TERRITORY	28
ITEM 13 – TRADEMARKS	29
ITEM 14 – PATENTS, COPYRIGHTS, PROPRIETARY INFORMATION.....	31
ITEM 15 – OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION	32
OF THE FRANCHISE BUSINESS	32
ITEM 16 – RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL	32
ITEM 17 – RENEWAL, TERMINATION, TRANSFER and DISPUTE RESOLUTION.....	32
ITEM 18 – PUBLIC FIGURES	36
ITEM 19 – FINANCIAL PERFORMANCE REPRESENTATIONS	37
ITEM 20 – OUTLETS AND FRANCHISEE INFORMATION.....	37
ITEM 21 – FINANCIAL STATEMENTS	41
ITEM 22 – CONTRACTS	41
ITEM 23 – RECEIPTS	41

List of Exhibits:

~~EXHIBIT A: STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS~~

~~EXHIBIT B: FRANCHISE AGREEMENT~~

~~Schedule A: Franchise Information~~

~~Schedule B: Franchisee's Principal Guaranty~~

~~EXHIBIT C: Operations Manual Table of Contents~~

~~EXHIBIT D: EFT~~

~~EXHIBIT E: Representations and Acknowledgment Statement~~

~~EXHIBIT F: State Specific Addenda~~

~~EXHIBIT G: OUTLETS AS OF DECEMBER 31, 2022~~

~~EXHIBIT H: FINANCIAL STATEMENTS~~

~~EXHIBIT I: GENERAL RELEASE FORM~~

~~EXHIBIT J: RECEIPT (Franchisor Copy)~~

~~EXHIBIT J: RECEIPT (Franchisee Copy)~~

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

ITEM 2 - BUSINESS EXPERIENCE 3

ITEM 3 - LITIGATION..... 4

ITEM 4 - BANKRUPTCY 4

ITEM 5 - INITIAL FEE..... 4

ITEM 6 - OTHER FEES..... 5

ITEM 7 - ESTIMATED INITIAL INVESTMENT..... 11

ITEM 8 - RESTRICTIONS ON SOURCES OF PRODUCT AND SERVICES 15

ITEM 9 – FRANCHISEE’S OBLIGATIONS..... 17

ITEM 10 - FINANCING 19

ITEM 11 - FRANCHISOR’S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING 19

ITEM 12 – TERRITORY 29

ITEM 13- TRADEMARKS..... 30

ITEM 14 – PATENTS, COPYRIGHTS, PROPRIETARY INFORMATION..... 32

ITEM 15 - OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION 32

OF THE FRANCHISE BUSINESS 32

<u>ITEM 16 - RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL</u>	<u>33</u>
<u>ITEM 17 – RENEWAL, TERMINATION, TRANSFER and DISPUTE RESOLUTION.....</u>	<u>33</u>
<u>ITEM 18 - PUBLIC FIGURES</u>	<u>38</u>
<u>ITEM 19 - FINANCIAL PERFORMANCE REPRESENTATIONS</u>	<u>38</u>
<u>ITEM 20 – OUTLETS AND FRANCHISEE INFORMATION.....</u>	<u>38</u>
<u>ITEM 21 – FINANCIAL STATEMENTS</u>	<u>43</u>
<u>ITEM 22 – CONTRACTS</u>	<u>43</u>
<u>ITEM 23 – RECEIPTS</u>	<u>43</u>

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EXHIBIT F: State Specific Addenda

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FRANCHISE DISCLOSURE DOCUMENT

ITEM 1- THE FRANCHISOR AND ANY PARENTS, PREDECESSORS OR AFFILIATES

To simplify the language in this Disclosure Document, the “Company”, “us” and “we” means JDog Carpet Franchising, LLC, a Delaware limited liability company. “You” means the person who buys a franchise. If you are a corporation, partnership, or entity, “you” includes your owners.

The Franchisor, Its Parent, Predecessors and Affiliates

We are JDog Carpet Franchising, LLC, a Delaware limited liability company formed on March 19, 2019. Our principal business address is located at 1021 Old Cassatt Road, Suite 100, Berwyn, PA 19312. We are wholly owned by our parent company, JDog Carpet Services, LLC, a Delaware limited liability company formed on January 2, 2019. Its principal business address is located at 1021 Old Cassatt Road, Suite 100, Berwyn, PA 19312.

JDog Franchises, LLC a Delaware limited liability company formed on June 16, 2014. Its principal business address is located at 1021 Old Cassatt Road, Suite 100, Berwyn, PA 19312. Its parent company is JD Investment Company, LLC, a Delaware limited liability company formed on April 30, 2014 whose principal business address is also 1021 Old Cassatt Road, Suite 100, Berwyn, PA. JDog Franchises, LLC offers franchises for the operation of retail junk removal businesses under the name JDog Junk Removal & Hauling since its inception in 2014. As of its most recently concluded fiscal year, there were 220 JDog Junk Removal & Hauling franchised businesses.

J Dog Holdings, LLC, a Delaware limited liability company formed in November of 2012 is our affiliate. Its principal business address is 1021 Old Cassatt Road, Suite 100, Berwyn, PA 19312. It owns the Marks referenced in Item 13 of this Disclosure Document. It licenses to us the right to use and license these Marks.

JDog Corporate Services, LLC, a Delaware limited liability company formed in October of 2016 is also our affiliate. Its principal business address is also 1021 Old Cassatt Road, Suite, 100, Berwyn, PA 19312.

Our Business Operations

We grant franchises to qualified candidates in the United States for the operation of franchise businesses identified by the name of JDog Carpet Cleaning & Floor Care (the “Franchised Business” or “Carpet Cleaning Business”). We have offered these franchises since 2019.

We have not offered franchises in any other lines of business. Other than as stated above, neither we nor our predecessors or affiliates have offered franchises in any other lines of business or provide products or services to our franchisees.

JDog Carpet Franchising, LLC offers franchises exclusively to honorably discharged US Armed Forces Veterans, Military Families, Active Duty Personnel, Reservists and National Guardsmen.

The System

Gerald “Jerry” Flanagan, our CEO, along with Dana Forester, our President and COO, developed a novel method for operating and franchising carpet cleaning businesses (the “System”). The System includes brand development, general and brand specific training through JDog University™, marketing programs, and access to the mark “JDog Carpet Cleaning & Floor Care” and related marks.

You will operate your franchised business in a specific territory encompassing a geographic area with a typical radius of up to 25 miles and with a population of up to 220,000 people. This is determined by zip code, income and demographic data. You are free to operate your franchised business in adjacent zip codes, so long as you do not infringe on the territory of another JDog Carpet Cleaning & Floor Care business.

Competition

You will face competition from other local and national carpet cleaning businesses, as well as do it yourself rental services.

Market and Regulatory Matters

There is an established and recognized market for residential and commercial carpet cleaning services. Our system was developed in response to a growing demand for dependable, professional, and trust-worthy carpet cleaning services. In addition, the System responds to American consumers’ desire to support veteran owned and operated businesses as consumers appreciate the character and strong work ethic offered by members and veterans of the US Armed Forces.

It will be your responsibility to research and abide by all relevant federal, state and local laws and regulations, including those specific to carpet cleaning businesses. You will be required to comply with all general business regulations as well as those pertaining to the possession and operation of commercial vehicles. The Franchised Business will offer retail carpet cleaning services to residential and commercial clients. Health regulations, as well as other state and local specific safety and workplace regulations may impact the types of training, devices, and equipment you must make available to or be required to offer to your employees. The health and safety requirements can vary from jurisdiction to jurisdiction and specific inquiry should be made with your state and local authorities. Your Franchised Business will also be subject to various federal, state and local laws and regulations affecting the business, including, among others, federal, state and local laws, rules and regulations governing franchising, licensing, permits, federal and state environmental protection statutes, OSHA, and other federal, state and local laws regarding hazardous substances and waste, and various health, sanitation, safety and fire standards. You are also subject to employment laws such as the EEOC, Fair Labor Standards Act, Americans with Disabilities Act and various state laws governing such matters as minimum wages, overtime, and working conditions. Your advertising of the Franchised Business is regulated by the Federal Trade Commission.

There may be federal, state, and local laws which affect your Franchised Business in addition to those listed here. We urge you to make inquiries about laws that may be applicable to your Franchised Business. Because our industry is regulated, you must be aware of all regulations and keep apprised of changes that may have an impact on your Franchised Business. We have

not determined the licensing requirements in your proposed territory, or whether it is possible to obtain such licenses. You are responsible for determining licensing requirements in your proposed territory before you sign the Franchise Agreement. You should obtain a complete copy of your state's and other applicable statutes and regulations and discuss them with your attorney.

Our agent for service of process in Pennsylvania is Gerald Flanagan, with an address of 1021 Old Cassatt Road, Suite 100, Berwyn, PA 19312. Our agents for service of process for other states are identified by state in Exhibit A to this Franchise Disclosure Document. If a state is not listed, we have not appointed an agent for service of process in that state in connection with the requirements of franchise laws. There may be states in addition to those listed above where we have appointed an agent for service of process. There may also be additional agents appointed in some states listed.

ITEM 2 - BUSINESS EXPERIENCE

CEO: Gerald "Jerry" Flanagan

January 2019 to Present

JD Investments LLC (Berwyn, PA), President

August 2016 to Present

JDog Handyman, LLC (Berwyn, PA), President and CEO

August 2018 to Present

The JDog Foundation (Berwyn, PA), CEO/Executive Director

Chairman: Christopher J. Debbas

JDog Carpet Services, LLC (Berwyn, PA)

January 2019 to Present

J Dog Holdings, LLC (Berwyn, PA), Chairman

June 2014 to Present

Chief Financial Officer: James R. Griffiths

JDog Carpet Services, LLC (Berwyn, PA)

January 2019 to Present

J Dog Holdings, LLC (Berwyn, PA), Vice President

June 2014 to Present

President and COO: Dana Forester

December 2020 to Present

JDog Carpet Services, LLC (Berwyn, PA), Vice President of Operations

February 2016 to November 2020

Vice President of Franchise Development: Terry Corkery

January 2019 to Present

JDog Carpet Services, LLC (Berwyn, PA), Director of Franchise Development

August 2018 to Present

JDOG Franchises, LLC (Berwyn, PA), Director of Franchise Development

August 2016 to August 2018

ITEM 3 - LITIGATION

No litigation information is required to be disclosed in this item.

ITEM 4 - BANKRUPTCY

~~JDog Carpet Franchising, LLC CEO, Gerald Flanagan filed a petition under the liquidation provisions of Chapter 7 of the U.S. Bankruptcy Code on June, 22 2010 prior to his involvement with the Company. In re Flanagan, No 10-15078-bif (Bankr. E.D. Pa. 2010). On September 30, 2010, the bankruptcy court entered a discharge.~~

~~No other~~No bankruptcy information is required to be disclosed in this item.

ITEM 5 - INITIAL FEE

The initial franchise fee for a JDog Carpet Cleaning & Floor Care franchise Business ranges between \$15,000 and \$35,000 depending on the population of your territory (“Initial Fee”). The Tier 1 Initial Fee, which applies to territories with populations between 100,000 and 220,000, is \$35,000. The Tier 2 Initial Fee, which applies to territories with populations between 50,000 and 100,000 people, is \$25,000. The Tier 3 Initial Fee, which applies to territories with populations less than 50,000 people, is \$15,000. All territories are limited to a 25-mile radius.

You must pay us the Initial Fee in a lump sum when you sign the Franchise Agreement. The Initial Fee is not refundable in whole or in part under any circumstances.

The Initial Fee is uniformly imposed on all franchisees subject to this Disclosure Document. We reserve the right, but are not obligated, to reduce the Initial Fee for existing franchisees who elect to purchase additional franchises.

There are no other required payments or fees to be made to the franchisor or its affiliates for goods or services before the business opens.

ITEM 6 - OTHER FEES

Fee ¹	Amount	Due Date	Remarks
<p>Royalty</p> <p>- Tier 1 Royalty²</p>	<p>(a) \$800 each month for month one through twelve (1-12) of the Term;</p> <p>(b) \$1200 each month for the months thirteen through twenty-four (13-24) of the Term;</p> <p>(c) \$1600 each month for months twenty five through thirty-six (25-36) of the Term;</p> <p>(d) \$2000 each month, for months thirty-seven (37) through the end of the Term.</p>	<p>First Business Day of Month via EFT or other means designated by Franchisor</p>	<p>Royalty Fee to be paid via EFT or other means designated by franchisor.</p>
<p>- Tier 2 Royalty</p>	<p>(a) \$400 each month for month one through twelve (1-12) of the Term;</p> <p>(b) \$600 each month for the months thirteen through twenty-four (13-24) of the Term;</p> <p>(c) \$800 each month for months twenty-five through thirty-six (25-36) of the Term;</p> <p>(d) \$1000 each month, for months thirty-seven (37) through the end of the Term.</p>	<p>First Business Day of Month via EFT or other means designated by Franchisor</p>	<p>Royalty Fee to be paid via EFT or other means designated by franchisor.</p>
<p>- Tier 3 Royalty</p>	<p>\$500 each month</p>	<p>First Business Day of Month via EFT or other means designated by Franchisor</p>	<p>Royalty Fee to be paid via EFT or other means designated by franchisor.</p>

Fee ¹	Amount	Due Date	Remarks
Transfer	\$10,000, plus any broker fee payable by franchisor as a result of your transfer.	\$5,000 upon announcing intention; \$5,000 upon approval of transfer.	If you sell your franchise to a prospect who is subject to a commission payable by us, you must pay the commission upon transfer.
Renewal	\$10,000	Six months before the expiration of current term	None.
Marketing Fund	Currently \$0, not to exceed \$300 per month.	First Business Day of Month via EFT or other means designated by Franchisor	None.

Fee ¹	Amount	Due Date	Remarks
Required Minimum Expenditure for Local Marketing and Advertising	Minimum of the greater of 2% of previous month gross sales ³ or \$500.00 per territory/month.	As incurred.	Payable to third parties. All advertising must be pre-approved.
Initial Marketing Fee	\$3,000.00 to \$6,000.00	Thirty (30) days prior to through the first thirty (30) days of operation.	Payable to third parties. We will determine how you must expend the Initial Marketing Fee on marketing and promoting your Franchised Business as part of your grand opening. Marketing will consist of all forms of marketing and advertising we deem effective, in our sole discretion.

Fee ¹	Amount	Due Date	Remarks
Local Advertising Cooperative	Currently \$0. If advertising cooperative is created, must contribute the greater of 2% of the previous month's sales or \$500.00 per territory/month.	First Business Day of Month via EFT or other means designated by Franchisor	Each outlet in the cooperative, whether franchised or affiliate-owned, shall have one vote to determine any fees or other requirements imposed by the advertising cooperative. No cooperatives will be formed or maintained that result in our affiliate-owned outlets having a controlling voting power.

Fee ¹	Amount	Due Date	Remarks
Late Payment	\$100 for first occurrence; \$200 for second occurrence; \$300 for third occurrence and subsequent occurrences ⁴	Immediately upon notice by Franchisor	Fee is incurred should you fail to make a required payment pursuant to the terms of your Franchise Agreement.

Fee ¹	Amount	Due Date	Remarks
Payments to Vendors	Reimbursement of amount paid by Franchisor, plus (i) \$50 for first occurrence; (ii) \$100 second occurrence; and (iii) \$150 for third occurrence ⁵	Within 30 days of Franchisor's payment to Franchisee's vendors	Fee is incurred should you fail to make a required payment to a vendor and Franchisor makes a payment on your behalf to prevent such service from being terminated.
Territorial Policy	\$500 for first occurrence; \$1,000 for second occurrence and subsequent occurrences ⁶	Immediately upon notice by Franchisor	Fee is incurred should you fail to obey the Territorial Policy as defined in the Operations Manual, including, but not limited to, performing a job in another franchisee's territory.
Product or Supplier Evaluation	Reimbursement of our costs and expenses.	Immediately upon notice by Franchisor	Fee is incurred if you request that we evaluate a proposed new product or supplier for the System.
Additional Email Fee	\$12 per month per additional email address	Monthly as incurred	Two emails per territory are provided to the franchisee at no cost. Subject to change based upon third-party pricing.

Fee¹	Amount	Due Date	Remarks
Retraining	Reimbursement of our costs and expenses, plus our trainers' hourly rate for retraining (currently \$0).	Immediately upon notice by Franchisor.	See footnote 7.
Technology Fee	Currently \$0	As determined by Franchisor.	We do not currently charge a technology fee, but reserve the right to do so in the future.

¹Unless otherwise noted, all fees are uniformly imposed by and payable to JDog Carpet Franchising, LLC and are non-refundable.

²The Royalty Fee depends on the population of your Territory. The Tier 1 Royalty applies to territories with populations between 100,000 and 220,000. The Tier 2 Royalty applies to territories with populations between 50,000 and 100,000. The Tier 3 Royalty applies to territories with populations of less than 50,000.

³The term “gross sales” means all money received by you in the operation of the Franchised Business, less any sales taxes actually paid by you and any customer refunds or adjustments you make.

⁴Franchisee is subject to termination after 3rd occurrence in a twelve month period.

⁵Franchisee is subject to termination for a fourth or subsequent occurrence.

⁶Franchisee is also required to forfeit any fees paid earned from activity that violates the Territorial Policy. Franchisee is subject to termination for a third or subsequent occurrence.

⁷In the event that we determine you are not operating your Franchised Business in accordance with the System and the Franchise Agreement, we have the right to send our representatives to your Franchised Business location to conduct retraining as we determine appropriate. If we send our representatives to your Franchised Business location for retraining, you must reimburse us for all out-of-pocket costs incurred in connection with such retraining, including all transportation, lodging and meal expenses incurred by our representatives. Although we currently do not do so, we reserve the right to charge you a reasonable hourly rate for our representatives' retraining.

ITEM 7 - ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment Is to Be Made
	Low	High			
Initial Franchise Fee ¹	\$15,000	\$35,000	Lump	When you	Us

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment Is to Be Made
	Low	High			
			Sum	sign the Franchise Agreement	
Approved vehicle ²	\$3,000	\$89,000	Lump Sum/ Deposit	As Incurred	Vehicle owner/dealer
Equipment, uniforms, misc. ³	\$3,609	\$13,197	Lump Sum	At inception	Suppliers
Permits & Licenses ⁴	\$200	\$750	As Incurred	As Incurred	Governmental Authorities
Signage-vehicle wrap ⁵	\$0	\$7000	As Agreed	As Incurred	Supplier
Insurance ⁶	\$750	\$6,000	As Required by Vendor	As Required by Vendor	Insurance Carrier/Broker
Cell phone, computer, email ⁷	\$350	\$2,850	As Incurred	As Incurred	Supplier
Required software ⁷	\$150	\$150			
Professional Fees	\$500	\$2,000	As Incurred	As Incurred	Various
Travel, accommodations and meals during Initial Training ⁸	\$300	\$5,000	As Incurred	As Incurred	Various
Storage Unit or Warehouse ⁹	\$50	\$1,500	As required by landlord	As required by landlord	Landlord

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment Is to Be Made
	Low	High			
Initial Marketing ¹⁰	\$3,000	\$6,000	As Incurred	Used within 30 days before and/or after your opening date.	Kept in account and verification of expenditures as requested
Initial Inventory ¹¹	\$7,000	\$8,000	As incurred	As incurred	Various
Additional Funds 3 months ¹²	\$9,000	\$30,000	As Incurred	As Incurred	Various
Total¹³:	\$42,909 to \$206,447				

¹ The Initial Franchise Fee is \$15,000 to \$35,000 depending on population size. The Tier 1 Initial Fee of \$35,000 applies to territories with populations between 100,000 and 220,000. The Tier 2 Initial Fee of \$25,000 applies to territories with populations between 50,000 and 100,000. The Tier 3 Initial Fee of \$15,000 applies to territories with populations of less than 50,000.

² You must purchase or lease the truck we designate for your JDog Carpet Cleaning & Floor Care Business from an approved vendor that comes with a carpet-cleaning machine. Our current approved vendor is The Butler Corporation, subject to change in our sole discretion. You may purchase either a new or refurbished vehicle, and your vehicle must have preferred equipment packages 1, 2 and 3 with a mid-mount tank. The low end of the estimate in the above chart assumes you will lease the vehicle with no down payment required, and includes the first three months of your lease payments, and the high end of the estimate assumes that you will purchase the vehicle outright. We recommend you choose to lease or finance, to reduce your upfront cash requirement. All vehicles must be pre-approved and must wear our standard graphics.

³ Estimate, subject to changes and regional variations in the market for such items. Prospective Franchisee is strongly encouraged to research the current cost of such items in the intended market area. You must purchase uniforms as required in Operations Manual.

⁴ The cost of permits and licenses are specific to the Franchisee's selected state and local government. The cost provided is strictly an estimate and a prospective Franchisee is strongly encouraged to research governmental requirements for their specific area

⁵ Reflects choices of financing the wrap/graphics for vehicle within the vehicle loan itself or payment in full. Pricing will vary depending on the type of vehicle purchased/leased. You should inquire before selecting these items.

⁶ This three month estimate is based on monthly fees ranging from \$250 to \$2,000. Insurance premiums may vary based on the Franchisee previous claim history and/or their selected area of operations for their Franchised Business.

⁷ You must have a dedicated laptop computer with internet access and must license or purchase the software we designate. The designated software we require for scheduling is provided by Workiz or a third-party of our choice, which charges an initial account setup and may charge a training fee, and thereafter may also charge monthly license fees between \$70 and \$200, depending on the number of users. You must also have a cell phone with a separate phone number for accepting business calls. Two emails per territory are provided to the franchisee at no cost. Each additional email is paid for monthly as reflected in the Operations Manual. You must only use the emails provided by Franchisor in the operation of your Franchised Business.

⁸ The low end of this estimate assumes that you and one (1) employee are the sole trainees and are within driving distance of our JDog University™ training location. The high end of this estimate includes travel to and from the JDog University™ training location, food and hotel accommodations for you and up to one (1) employee for six (6) days and six (6) nights. If the franchisee is a corporate entity, all voting shareholders or members, directors, officers and management must complete the initial training to our satisfaction. This estimate assumes that you are the franchisee, or that you are the sole member or shareholder of a corporate entity franchisee. There is currently no additional charge for additional trainees beyond the allotted two (2) trainees to attend the initial training program which you attend; however, your costs and expenses will depend on the number of people attending training, their point of origin, method of travel, class of accommodation and living expense.

⁹ We assume that you will work from a home office. You will need space for storing supplies, chemicals and equipment. This may be in a garage you already own, a storage unit or a commercial space. This estimate represents a one (1) month deposit of rent for a storage unit, which will vary depending on the size and location of the storage unit.

¹⁰ You must expend the Initial Marketing funds from the 30 days prior to, through the first 30 days of operation of the Franchised Business on marketing and promoting your Franchised Business in the Territory, as part of your grand opening. \$3,000 is the minimum requirement; however we may recommend a higher amount in certain markets, based on costs and conditions in your area.

¹¹ This estimate includes cleaning agents and cleaning supplies, such as sprayers, brush heads, brushes, and groomers for the initial period of your carpet cleaning business.

¹² The estimate of additional funds for the initial period of your carpet cleaning is based on estimated operating expenses for the first three months of operation. Factors such as cost of living, cost of rental space, and cost of hiring additional help can all play a role in calculating this figure. The additional funds required will vary by the area.

¹³ We do not provide direct financing for any part of your initial investment. For information on assistance we may provide in your effort to secure third party financing, please refer to Item 10 of this Disclosure Document.

All fees and payments are non-refundable, unless otherwise stated or permitted by the party to whom the payment is made.

ITEM 8 - RESTRICTIONS ON SOURCES OF PRODUCT AND SERVICES

Required Purchases:

You must purchase or lease certain items for your Franchised Business meeting our specifications. These items include an approved vehicle outfitted to our specifications. All vehicles must be pre-approved and must wear the same standard graphics, truck wrap, signage, uniforms, marketing materials, tools, equipment and computers. You also must purchase a laptop computer from the vendor of your choosing which meets our standards and specifications provided in the Operations Manual. We will provide specifications for these products and services, and it will be up to you to find suppliers that meet our specifications. Specifications include, but are not limited to: performance, type and appearance for your truck (to be provided in Operations Manuals); memory, capacity and software capabilities of your computer; and capabilities of your telephone equipment (to be provided in Operations Manuals). Specifications and standards for these items are included in the Operations Manuals, and may be updated or modified periodically by us.

Required and Approved Suppliers:

Your Vehicle must comply with any minimum requirements listed in our Manual. You must purchase or lease the truck we designate for your JDog Carpet Cleaning & Floor Care Business from our approved vendor that comes with a carpet-cleaning machine. Our current approved vendor is The Butler Corporation, which may change in our sole discretion. You may purchase either a new or refurbished vehicle, and your vehicle must have preferred equipment packages 1, 2 and 3 with a mid-mount tank. Your service vehicle must be wrapped in our standard graphics according to our specifications from our designated vendor, Focus Graphics Fulfillment. You must regularly maintain and clean the vehicle according to our specifications, which are included in the Manual. Your vehicle must be operated by a duly licensed operator who must comply with all applicable traffic laws. Your vehicle must, at all times, be properly registered and insured according to our requirements. We will require that you use a scheduling platform of our choice as your scheduling software.

You must maintain in sufficient supply, as we may prescribe in the Manual or otherwise in writing, and use at all times, only the products purchased from suppliers designated or approved by us, and any other products, materials, supplies, paper goods, fixtures, equipment, computer system, signs and other items as conform with our standards and specifications, and not deviate from those standards and specifications by the use of non-conforming items without our prior written consent.

We reserve the right to change required suppliers for particular products or services in the future. If we do so, we may also issue criteria for alternative supplier approval. We will update our Operations Manuals to reflect these required suppliers and criteria or they may be requested from us directly in writing on a case-by-case basis.

If you wish to use a supplier or product that has not previously been approved by us, you must make a request to us in writing for our approval of the supplier or product, including any pertinent information we require. We will notify you in writing within thirty (30) days if and when a product or supplier is approved, and our approval will not be unreasonably withheld. If we do not notify you within thirty (30) days if a product or supplier is approved, it is deemed “unapproved.” You must reimburse us for our reasonable costs related to evaluating the proposed supplier or product. We reserve the right to re-inspect any supplier to ensure that the supplier continues to conform to our specifications and standards. If a supplier fails to conform to our specifications and standards, we may revoke our approval of the product or supplier, and you must immediately discontinue using the unapproved product and/or purchasing from unapproved supplier after notice from us. We do not make available our criteria for evaluating suppliers and/or products. We may permit you to purchase certain items from any supplier, as long as the product and/or the supplier meet our criteria.

Currently, neither we nor any of our officers own any interest in any supplier of any item you are required to purchase.

Insurance:

Franchisee will ensure that the following insurance coverage is placed and maintained during the entire Term and any duly exercised Renewal Term: (a) reasonable comprehensive public liability and property damage insurance, including personal and bodily injury liability, contractual liability, employers' liability, and owners' and contractors' protective insurance coverage with respect to the activities conducted by Franchisee and any employee, agent or other person performing work on behalf of Franchisee with respect to the Franchised Business, with a policy limit of not less than \$1,000,000 per occurrence/\$2,000,000 in aggregate or such greater amount as may be specified in writing by Franchisor from time to time and (b) reasonable owned and non-owned vehicle liability insurance with a policy limit of not less than \$1,000,000 per occurrence/\$2,000,000 in aggregate or such other amount as may be specified in writing from time to time by Franchisor for any vehicle used to any extent in the Franchised Business. The insurers, amounts and types of insurance shall be subject to prior written approval of Franchisor, which Franchisee will seek in a timely fashion. Franchisor may from time to time require that

Franchisee cause such coverage to be added to or otherwise amended in accordance with recommendations of Franchisor's independent insurance advisor.

It is your responsibility to research and comply with any and all local insurance minimums, including but not limited to workers compensation and vehicle liability requirements.

Revenue from Franchisee Purchases:

We are not currently an approved supplier of any of these items, nor are any of our affiliates. We do not currently derive income based on your required purchases or leases and did not do so in our ~~2024~~2023 Fiscal Year. However, we reserve the right to collect income based upon a percentage or flat amount as determined by our agreement with the suppliers. The purchase and lease of items that meet our specifications or from approved suppliers will represent approximately fifty percent (50%) of your total expenses in connection with the establishment of the Franchised Business, and approximately fifty percent (50%) of your total expenses in connection with the ongoing operation of the Franchised Business.

Purchasing/Distribution Cooperatives:

Currently, there are no purchasing or distribution cooperatives. However, we can require that you make your purchases through a cooperative if one is formed.

Purchase Arrangements:

From time to time, we may negotiate purchase arrangements, including price terms, with designated and approved suppliers on behalf of all franchisees. As of the date of this Disclosure Document, we have not created any purchasing arrangements with suppliers.

Benefits from Purchases:

Currently, we do not provide material benefits (for example, renewal or granting additional franchises) to a franchisee based on a franchisee's purchase of particular products or services or use of particular suppliers.

ITEM 9 – FRANCHISEE’S OBLIGATIONS

The following table lists your principal obligations under the franchise and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this disclosure document.

Obligation	Section in Franchise Agreement	Item in Disclosure Document
a. Site selection and acquisition/lease	Not Applicable	Not Applicable

Obligation	Section in Franchise Agreement	Item in Disclosure Document
b. Pre-opening purchases/leases	2.3, 3, 5.1	5, 6, 7, 9
c. Site development and other pre-opening requirements	2.3, 3, 4, 5	5, 6, 7, 9
d. Initial and ongoing training	13.1, 13.2	9, 11
e. Opening	2.3	11
f. Fees	3, 9.4, 9.5, 16 (b)	5, 6
g. Compliance with standards and policies/Operating Manual	7.1, 12.1	8, 9, 15, 16
h. Trademarks and proprietary information	11	13, 14
i. Restrictions on products/services offered	7.2, 7.3, 7.4, 7.5, 7.6	16
j. Warranty and customer service requirements	12.3, 12.6	Not Applicable
k. Territorial development and sales quotas	2.1, 2.2	12
l. Ongoing product/service purchases	12.6	7
m. Maintenance, appearance and remodeling requirements	5.3	8
n. Insurance	12.12	7
o. Advertising	9	6, 7, 11
p. Indemnification	19.1	13
q. Owner's participation/management/staffing	10.1, 10.2	15
r. Records and reports	8.3, 12.5, 12.8	21

Obligation	Section in Franchise Agreement	Item in Disclosure Document
s. Inspections/audits	12.8	Not Applicable
t. Transfer/Assignment	17	17
u. Renewal	16	17
v. Post-termination obligations	2.5, 14, 15	17
w. Non-competition covenants	18	17
x. Dispute resolution	19.12, 19.13	17
y. Other		

ITEM 10 - FINANCING

We do not offer direct or indirect financing. We do not guarantee any note, lease or obligation on your behalf..

ITEM 11 - FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

Except as listed below, we are not required to provide you with any assistance.

Pre-Opening Assistance

Before you open your Franchised Business, the Company will:

1. Provide electronic artwork for advertising use, specifications for marketing materials, equipment and other materials related to the operation of your franchise (Franchise Agreement, Sections 5,7 and 12);
2. Provide Franchise Business with on-line and/or electronic access to our Operations Manual (Franchise Agreement Section 13); a copy of the Table of Contents of the Operations Manual is attached as Exhibit "C" to this Disclosure Document. Since our manual is electronic, this represents an approximation of how many pages would be devoted to each topic, were the manual in paper form. In total, the current Operations Manual would represent approximately 101 pages, if printed. You may not copy or print the Operations Manual without permission of JDog Carpet Franchising, LLC;
3. Provide initial JDog University™ training program for you and up to one (1) employee, which you both must complete to our satisfaction. The JDog University™ training

- program consists of both in-class and in-field training (Franchise Agreement Sections 10 and 13).
4. Provide current list of suggested prices for the Services (Franchise Agreement Section 7.4).
 5. Provide a written list of equipment, signage, supplies and products that will be required to open the Franchised Business. We and our affiliates are not obligated to install any of these items. We will include specifications for standards for equipment, signage, supplies and products, and it will be up to you to find suppliers that meet our specifications (Franchise Agreement Sections 7.3, 7.5, 12.2).
 6. Provide you with standards for qualifications and training of your employees. We do not otherwise assist you with employee hiring and training (Franchise Agreement, Section 10.2).
 7. Provide you with written standards and specifications for accounting, bookkeeping, and inventory control via the Operations Manual or otherwise (Franchise Agreement, Section 11.9)

Post-Opening Assistance

During the operation of the Franchised Business, the Company will:

1. Provide electronic access to our confidential Operations Manuals (Franchise Agreement, Section 13.3);
2. Administer and maintain the JDog Carpet Cleaning & Floor Care website, www.jdogcarpetcleaning.com, which will list and may include a page specific to the Franchised Business location, with your contact information;
3. Provide you with general advice, assistance and field support as we deem helpful to you in the ongoing operation, advertising and promotion of the Franchised Business (Franchise Agreement, Section 13.4);
4. Coordinate and conduct periodic JDog University™ training programs for franchisees as we in our sole discretion deem necessary (see Franchise Agreement, Section 13.1);
5. On a periodic basis, conduct inspections of the Franchised Business and its operations and evaluations of the methods and staff employed at the Franchised Business (Franchise Agreement, Section 13.3).
6. Provide notice of any changes to suggested prices for Services (including any temporary promotional changes) (Franchise Agreement, Section 7.4). –Such changes shall be effective upon receipt, unless otherwise stated in the notice. We are not obligated to establish prices or set minimum and/or maximum prices to sell products and services. You are under no obligation to adhere to the suggested prices, but should be aware that promotional and marketing materials and campaigns prepared and provided by us may include such prices.
7. Provide a representative during normal business hours and subject at all times to availability of our personnel, via correspondence, telephone, or email, for consultation and guidance with respect to operation or management of the Franchised Business (Franchise Agreement, Section 13.4).
8. Provide you with any updated written specifications for required equipment, products and services and updated lists of any approved suppliers of these items, as well as updated

written specifications for services offered by the Franchised Business (Franchise Agreement, Sections 7.3, 7.5).

Advertising and Promotion (Franchise Agreement, Sections 9.3, 9.4, 9.5)

Initial Marketing Fee. The Initial Marketing Fee is \$3000 - \$6,000. We will determine how you must expend the Initial Marketing Fee from the 30 days prior to, through the first 30 days of operation of the Franchised Business on marketing and promoting your Franchised Business in the Territory, as part of your grand opening. Marketing will consist of all forms of marketing and advertising we deem effective, in our sole discretion. This may include, but is not limited to traditional print, electronic and social media. We may request proof of such expenditures.

National Advertising and Marketing Fund. We may establish a national advertising and marketing fund for JDog Carpet Cleaning & Floor Care Businesses (the “**Marketing Fund**”). If we establish a Marketing Fund, you must contribute to the Marketing Fund in an amount up to \$300 per month (“**Marketing Fund Contribution**”). JDog Carpet Cleaning & Floor Care Businesses owned by us or our affiliates will contribute to the Marketing Fund on the same basis as our franchisees. As of the date of this Disclosure Document, we have not established or used a national advertising fund.

We will direct all programs that the Marketing Fund finances, with sole control over the creative concepts, materials, and endorsements used and their geographic market, media placement and allocation. The Marketing Fund may pay for producing video, audio, written materials and other electronic media; developing, implementing, and maintaining the Franchise System Website (defined below) or related websites that promote JDog Carpet Cleaning & Floor Care Businesses and/or related strategies; administering regional and multi-regional marketing and advertising programs (including purchasing trade journal, direct mail, and other media advertising); using advertising, promotion, and marketing agencies and other advisors to provide assistance; and supporting public relations, market research, and other advertising, promotion, and marketing activities. The Marketing Fund may advertise locally, regionally, and/or nationally in printed materials, on radio, and/or on the Internet, whichever we think best. The Marketing Fund may periodically give you samples of advertising, marketing, and promotional formats and materials at minimal or no cost. The Marketing Fund may sell you multiple copies of these materials at its direct cost of producing them, plus any related shipping, handling, and storage charges.

We will account for the Marketing Fund separately from our other funds. We may use the Marketing Fund to pay the reasonable salaries and benefits of personnel who manage and administer the Marketing Fund, the Marketing Fund’s other administrative costs, travel expenses of personnel while they are on Marketing Fund business, meeting costs, overhead relating to Marketing Fund business, and other expenses that we incur in activities reasonably related to administering or directing the Marketing Fund and its programs, including market research, public relations, preparing materials, and collecting and accounting for Marketing Fund Contributions.

The Marketing Fund is neither our asset nor a trust. We have an obligation to hold all Marketing Fund Contributions for the benefit of the contributors and to use Marketing Fund Contributions only for their permitted purposes described above. We have no fiduciary obligation to you for administering the Marketing Fund. The Marketing Fund may spend in any fiscal year more or less than the total Marketing Fund Contributions in that year, borrow from us or others (paying reasonable interest) to cover deficits, or invest any surplus for future use. We will use interest earned on Marketing Fund Contributions to pay costs before spending the Marketing Fund's other assets. Any funds remaining in the Marketing Fund at the end of the year will roll over to the next year. While we will not use any Marketing Fund Contributions principally to solicit new franchise sales, we do reserve the right to include a notation in any advertisement indicating "franchises available to honorably discharged US Armed Forces Veterans, Military Families, Active Duty Personnel Reservists and National Guardsmen" (with our contact information). As of the date of this Disclosure Document, we have not collected any Marketing Fund Contributions.

We will prepare an annual, unaudited statement of Marketing Fund collections and expenses and give it to you upon written request. The Marketing Fund is not audited currently. We may choose to have the Marketing Fund audited annually, at the Marketing Fund's expense, by an independent certified public accountant. We may incorporate the Marketing Fund or operate it through a separate entity when we think appropriate. Our successor entity will have all of the rights and duties described here.

The purpose of the Marketing Fund is to maximize recognition of the applicable Marks and patronage of JDog Carpet Cleaning & Floor Care Businesses. Although we will try to use the Marketing Fund to develop advertising and marketing materials and programs, and to place such materials that will benefit all JDog Carpet Cleaning & Floor Care Businesses, we cannot ensure that Marketing Fund expenditures in or affecting any geographic area are proportionate or equivalent to Marketing Fund Contributions by contributors operating in that geographic area or that any contributor benefits directly or in proportion to its Marketing Fund Contribution from the development of advertising and marketing materials or the placement of advertising.

We may use collection agents and institute legal proceedings to collect Marketing Fund Contributions at the Marketing Fund's expense. We also may forgive, waive, settle, and compromise all claims by or against the Marketing Fund. Except as otherwise disclosed, we assume no other direct or indirect liability or obligation to you for collecting amounts due to, maintaining, directing, or administering the Marketing Fund.

We may at any time defer or reduce the Marketing Fund Contribution and, upon 30 days' prior written notice to you, reduce or suspend Marketing Fund Contributions and operations for one or more periods of any length and terminate (and, if terminated, reinstate) the Marketing Fund. If we terminate the Marketing Fund, we are not required to return any of the Marketing Fund contributions and will expend any retained contributions for the terminated Marketing Fund advertising purposes. None of the Marketing Fund contributions paid to us are refundable at any time, including upon termination or expiration of the Franchise Agreement.

Advertising Counsel Composed of Franchisees

We do not have an advertising council composed of franchisees that advises us on advertising policies. If we choose, in our discretion, to create a franchisee advertising advisory council to communicate ideas, including proposed advertising policies, we will determine in advance how franchisees are selected to the council. We reserve the right to change or dissolve such council at any time.

Local Advertising. Each calendar month, you agree to spend a Local Advertising Expenditure of the greater of (a) \$500 per territory or (b) 2% of your Gross Sales during the previous calendar month, to advertise and promote your JDog Carpet Cleaning & Floor Care Business (including the costs of online advertising). Upon our request, you must send us, in the manner we prescribe, an accounting of your Local Advertising Expenditures during the preceding months.

Your local advertising and promotions must follow our guidelines. All advertising and promotional materials developed for your JDog Carpet Cleaning & Floor Care Business must contain notices of our Franchise System Website's (defined below) domain name in the manner we designate. All advertising, promotion and marketing must be completely clear, factual, and not misleading and conform to both the highest standards of ethics and our advertising and marketing policies.

All advertising, promotion and marketing must conform to our System Standards. You may develop advertising materials for your own use at your own cost, and you may use marketing materials that we may offer to you from time to time. You must send us for approval samples of all advertising, promotional and marketing materials which we have not prepared or previously approved at least 10 days before you intend to use them. If we do not approve the materials within 5 days of our receipt of such materials, then they shall be deemed disapproved. You may not use any advertising, promotional or marketing materials that we have not approved or have disapproved.

Local Advertising Cooperative. We, our affiliates, or our designees may establish a local advertising cooperative ("**Local Advertising Cooperative**") in geographical areas in which 2 or more JDog Carpet Cleaning & Floor Care Businesses are operating. If we establish a Local Advertising Cooperative the franchisee will contribute the greater of \$500.00 or 2% of Gross Sales per month. This contribution will count towards the Local Advertising amount required to be spent by the franchisee. The Local Advertising Cooperative will be organized and governed by written documents in a form and manner, and begin operating on a date, that we determine in advance. Such written documents will be available for participating franchisees to review. We may change, dissolve and merge Local Advertising Cooperatives. Each Local Advertising Cooperative's purpose is, with our approval, to administer advertising programs and develop advertising, marketing and promotional materials for the area that the Local Advertising Cooperative covers. If, as of the time you sign the Franchise Agreement, we have established a Local Advertising Cooperative for the geographic area in which your JDog Carpet Cleaning & Floor Care Business is located, or if we establish a Local Advertising Cooperative in that area during the Franchise Agreement's term, you must sign the documents we require to become a member of the Local Advertising Cooperative and to participate in the Local Advertising Cooperative and contribute your share to such cooperative program as those documents require. Your Local Advertising Cooperative contribution will be credited to your Local Advertising

Expenditure described above and may be capped based on the provisions of the by-laws adopted by the Local Advertising Cooperative, subject to our approval. You will pay these monies to us electronically and we will remit them periodically to the Local Advertising Cooperative. JDog Carpet Cleaning & Floor Care Businesses owned by us or our affiliates will contribute to the appropriate Local Advertising Cooperative on the same percentage basis as franchisees.

Each JDog Carpet Cleaning & Floor Care Business contributing to the Local Advertising Cooperative's area will have 1 vote on matters involving the activities of the Local Advertising Cooperative. The Local Advertising Cooperative may not use any advertising, marketing or promotional plans or materials without our prior written consent. We will assist in the formulation of marketing plans and programs, which will be implemented under the direction of the Local Advertising Cooperative. Subject to our approval, the Local Advertising Cooperative will have discretion over the creative concepts, materials and endorsements used by it. The Local Advertising Cooperative assessments may be used to pay the costs of preparing and producing video, audio and written advertising and direct sales materials for JDog Carpet Cleaning & Floor Care Businesses in your area; purchasing direct mail and other media advertising for JDog Carpet Cleaning & Floor Care Businesses in your area; implementing direct sales programs; and employing marketing, advertising and public relations firms to assist with the development and administration of marketing programs for JDog Carpet Cleaning & Floor Care Businesses in your area.

The monies collected by us on behalf of a Local Advertising Cooperative will be accounted for separately by us from our other funds and will not be used to defray any of our general operating expenses. You must submit to us and the Local Advertising Cooperative any reports that we or the Local Advertising Cooperative require. Each Local Advertising Cooperative must prepare financial statements annually, which will be subject to review by participating franchisees.

You understand and acknowledge that your JDog Carpet Cleaning & Floor Care Business may not benefit directly or in proportion to its contribution to the Local Advertising Cooperative from the development and placement of advertising and the development of marketing materials. Local Advertising Cooperatives for JDog Carpet Cleaning & Floor Care Businesses will be developed separately, and no cooperative will be intended to benefit the others. We will have the right, but not the obligation, to use collection agents and to institute legal proceedings to collect amounts owed to the Local Advertising Cooperative on behalf of and at the expense of the Local Advertising Cooperative and to forgive, waive, settle and compromise all claims by or against the Local Advertising Cooperative. Except as expressly provided in the Franchise Agreement, we assume no direct or indirect liability or obligation to you with respect to the maintenance, direction, or administration of the Local Advertising Cooperative.

Site Selection (Not Applicable)

We do not require you to secure a specific site or office space for your Franchise Business. You must however maintain sufficient space to operate computer and telephone equipment and maintain records pertaining to your Franchised Business. This can be a home office or a separate space at your discretion.

Opening a Franchised Business (Franchise Agreement, Section 2.3)

The typical length of time between signing of the Franchise Agreement and the operation of the Franchise Business is estimated to be six (6) to eight (8) weeks. Factors affecting this length of time usually include your availability for attending JDog University™ training sessions and your ability to purchase the required equipment and supplies from vendors.

Operations Manual (Franchise Agreement, Section 7.1, 11.9)

We will provide you with access to our Operations Manual to use in the operation of your Franchise Business. The manual is confidential and will remain our property. The current table of contents of the Operations Manual is attached to this Disclosure Document as **Exhibit C**. As our manual is now in electronic form, page numbers represent the approximate contents of each section if printed. We may modify the Operations Manual periodically to reflect changes in System Standards.

Franchise System Website.

We maintain a website (“**Franchise System Website**”) to advertise, market, and promote JDog Carpet Cleaning & Floor Care Businesses, the products and services that they offer and sell, and the JDog Carpet Cleaning & Floor Care franchise opportunity. We may, but are not obligated to, provide you with a webpage on the Franchise System Website that references your JDog Carpet Cleaning & Floor Care Business. If we provide you with a webpage on the Franchise System Website, you must (i) provide us the information and materials we request to develop, update, and modify your webpage; (ii) notify us whenever any information on your webpage is not accurate; and (iii) if we give you the right to modify your webpage, notify us whenever you change the content of your webpage. We will own all intellectual property and other rights in the Franchise System Website, including your webpage, and all information it contains (including the domain name or URL for your webpage, the log of “hits” by visitors, and any personal or business data that visitors supply). We have the right to maintain websites other than the Franchise System Website.

We will maintain the Franchise System Website, and may use the Marketing Fund’s assets to develop, maintain and update the Franchise System Website. We periodically may update and modify the Franchise System Website (including your webpage). We have final approval rights over all information on the Franchise System Website (including your webpage). We may implement and periodically modify System Standards relating to the Franchise System Website.

Even if we provide you a webpage on our Franchise System Website, we will only maintain such webpage while you are in full compliance with the Franchise Agreement and all System Standards we implement (including those relating to the Franchise System Website). If you are in default of any obligation under the Franchise Agreement or our System Standards, then we may temporarily remove your webpage from the Franchise System Website until you fully cure the default. We will permanently remove your webpage from the Franchise System Website upon the Franchise Agreement’s expiration or termination.

All advertising, marketing, and promotional materials that you develop for your JDog Carpet Cleaning & Floor Care Business must contain notices of the Franchise System Website's domain name in the manner we designate. Only we have the right to sell products sold by JDog Carpet Cleaning & Floor Care Businesses on the Internet through the Franchise System Website. You agree that you will not sell any JDog Carpet Cleaning & Floor Care products or services to customers on a Website through the Internet or through any alternative channels of distribution, except through sales methods designated by us.

Except as provided above, or as approved by us in writing, you may not develop, maintain or authorize any website (other than the Franchise System Website), domain name, URL address, or other online presence or other electronic medium that mentions your JDog Carpet Cleaning & Floor Care Business, links to the Franchise System Website or displays any of the Marks. If we approve the use of any such websites, other online presences or electronic mediums, including social networking websites (such as LinkedIn[®], twitter[®], facebook[®], or YouTube[®]) in the operation of your JDog Carpet Cleaning & Floor Care Business, or the posting of messages relating to your JDog Carpet Cleaning & Floor Care Business on other websites, you will do so only in accordance with our guidelines. We reserve the right to require our approval of any message you compose for a social networking website or commentary for any other website before you post such message or commentary. We also reserve the right to revoke your approval to use any website at any time.

Computer System.

Prior to attending JDog University[™] training, you must obtain and use the computer hardware, scheduling system and/or software we periodically designate to operate JDog Carpet Cleaning & Floor Care Businesses (the “**Computer System**”). Currently, the Computer System components consist of the following:

- 1 Laptop Computer with a Printer
- 1 Wireless Internet Modem
- Scheduling Software
- Bookkeeping/accounting software, currently Quickbooks is the suggested supplier

We estimate the cost of purchasing the laptop computer, the Internet modem and purchasing and licensing the scheduling software to range between \$500 and \$1,500. We or our affiliates currently do not charge a technology fee but may do so in the future. You will be required to enter into a license agreement with us/our designated supplier for the scheduling software.

Over the term of your franchise, we may modify the specifications for and components of the Computer System and you agree to implement our modifications within 30 days after you receive notice from us, which may include purchasing, leasing and/or licensing new or modified computer hardware and/or software and obtaining service and support for the Computer System. You must pay for any additional or replacement proprietary software or technology that we, our affiliates, or a third-party designee licenses to you and for other maintenance and support services that we, our affiliates or a third-party designee provides during the Franchise

Agreement’s term. Although we cannot estimate the future costs of the Computer System or required service or support, and although these costs might not be fully amortizable over the Franchise Agreement’s remaining term, you will incur the costs of obtaining the computer hardware and software comprising the Computer System (or additions and modifications) and required service and support.

The Computer System will enable you to collect information about your market, clients, scheduling, prices, and sales. At our request, you are required to sign a release with any vendor of your Computer System providing us with unlimited access to your data. We and our affiliates currently have/reserve the right to have independent, unlimited access to all information relating to your JDog Carpet Cleaning & Floor Care Business generated by your use of the scheduling software. There are no contractual limitations on our and our affiliates’ right to access this information and data. We also reserve the right to have independent access to other information on your Computer System in the future, such as your financial management system or software , if we determine it necessary to ensure your compliance with Franchise System standards and/or to assist us in improving the Franchise System overall.

Despite the fact that you agree to buy, license, use, and maintain the Computer System according to our standards and specifications, you will have sole and complete responsibility for: (1) the acquisition, operation, maintenance, and upgrading of the Computer System; (2) your connectivity to the Computer System at all times; and (3) any and all consequences if the Computer System is not properly operated, maintained and upgraded. We estimate that your annual Computer System maintenance costs will range from \$600 to \$1,000.

Training Program (Franchise Agreement, Section 13.1)

TRAINING PROGRAM			
Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Ops Set Up	1		Berwyn, PA
Social Media/Brand Standards	2		Berwyn, PA
Culture/Customer Service/Workforce	2		Berwyn, PA
Guerilla Marketing	2		Berwyn, PA
Sales	2		Berwyn, PA
Business Ownership	1		Berwyn, PA
Jerry	.5		Berwyn, PA

TRAINING PROGRAM			
Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Corporate Services	.5		Berwyn, PA
Carpet and Rug Cleaning	10		Berwyn, PA
Tile Cleaning	5		Berwyn, PA
Upholstery Cleaning	5		Berwyn, PA
Hardwood Clean/Polish	5		Berwyn, PA
Pressure Washing	5		Berwyn, PA
Battle Rhythm and Ops	5		Berwyn, PA
Total:	46		

We conduct the initial training every month, or as often as required the JDog University™ training facility in Berwyn, PA. There is currently no charge for attendance at initial training by you and one of your employees. You must, however, pay for all travel and living expenses for you and your attendee(s). You will be permitted to have at least two (2) attendees at initial training. Space permitting, we may allow you, at our discretion, to bring/send additional attendees at no additional charge, but you still must pay for all travel and living expenses for any additional attendees.

You, and if you are a corporate entity, all of your voting shareholders or members, directors, officers, and Management must complete JDog University™ Initial Training to the satisfaction of Franchisor prior to the Scheduled Opening Date. The Scheduled Opening Date is typically 6 to 8 weeks after the signing of the Franchise Agreement. We also reserve the right to offer and/or require additional training courses as we deem necessary.

Currently, our training is run by our President and COO, Dana Forester. Dana has been President and COO since December 2020 and has been the Director of Operations of our affiliate, JDog Franchises, LLC, since 2016. Dana oversees all aspects of the JDog Carpet Cleaning & Floor Care brand operations, including product and service development, service methods and techniques, sales, marketing, brand development, technology and process management.

In the event that we determine you are not operating your Franchised Business in accordance with the System and the Franchise Agreement, we have the right to send our representatives to your Franchised Business location to conduct retraining as we determine appropriate. If we send our representatives to your Franchised Business location for retraining, you must reimburse us

for all out-of-pocket costs incurred in connection with such retraining, including all transportation, lodging and meal expenses incurred by our representatives. Although we currently do not do so, we reserve the right to charge you a reasonable hourly rate for our representatives' retraining.

ITEM 12 – TERRITORY

You will receive a designated exclusive territory (“Territory”) in which to operate the Franchised Business. Before signing the Franchise Agreement, we will determine your Territory by developing geographic areas with base populations of **between 100,000 and 220,000** persons for a Tier 1 territory (“Tier 1 Territory”); **between 50,000 and 100,000** persons for a Tier 2 territory (“Tier 2 Territory”); or **less than 50,000** persons for a Tier 3 territory (“Tier 3 Territory”). Territories are defined by a set of one or more contiguous zip codes, based on our experience, using data including but not limited to: zip code data, income and demographics. We use Map Business online to determine territories. The population is derived from census data within individual zip codes. All zip codes are contiguous to form a complete territory. All territories are limited to a **25-mile radius**. Any territory with a population greater than 100,000 persons will be designated as Tier 1.

We will not establish a company-owned business or a franchise selling the same or similar goods and services under the same or similar trademarks within your Territory. We may, however, establish franchisor-owned locations or other franchises outside your Territory, regardless of proximity to the boundaries of your territory. Nothing in your Franchise Agreement prohibits us from soliciting business in your territory through alternative channels of distribution, like the internet, other than Franchised Businesses (“Alternative Channels”). We are not required to pay any compensation for soliciting or accepting orders through alternative channels inside the franchisee’s territory.

Except for the JDog Carpet Cleaning & Floor Care business operated by our affiliate, neither we nor any parent or affiliate has established, or presently intends to establish, other franchised or company-owned businesses which sell our products or services under a different trade name or trademark, but we reserve the right to do so in the future, without first obtaining your consent, provided such business it is not in direct competition with you.

There are no restrictions on your ability to relocate your Franchised Business, provided you relocate within your Territory and your new location meets the minimum standards outlined in the Operations Manual and in Item 8 of this Disclosure Document. Likewise, there are no restrictions on the number of Vehicles you may operate within your Territory, provided each Vehicle meets the minimum standards outlined in the Operations Manual and in Item 8 of this Disclosure Document and is operated within the territorial restrictions in this Item 12 and the Franchise Agreement.

You do not acquire any rights to territories adjacent to yours, rights of first refusal or other similar rights by nature of entering into a franchise agreement with us.


You may not solicit business outside of your Territory through Alternative Channels, such as the internet, catalog sales, telemarketing, or other direct marketing without our prior written permission; however, you are free to operate and solicit business in any adjacent zip code so long as you do not infringe on the designated territory of any other JDog Carpet Cleaning & Floor Care business. Your establishment of goodwill or customer relationships outside of your Territory will not limit our right to open or franchise a JDog Carpet Cleaning & Floor Care Business that encompasses such territory, in which case, you would be excluded from that territory.

Your Territorial rights are not dependent upon achievement of a certain sales volume, market penetration or other contingency, and cannot be unilaterally altered by us without your permission.

ITEM 13- TRADEMARKS

JDog Holdings, LLC (“Licensor”) is the owner of the Marks and has granted us the non-exclusive right to use the Marks and license to others the right to use the Marks in the operation of a JDog Carpet Cleaning & Floor Care Business in accordance with the System. JDog Holdings, LLC has filed an application for registration of the following Marks on the Principal Register of the United States Patent and Trademark Office.

MARK	REGISTRATION NO.	EFFECTIVE DATE	REGISTER
JDog Carpet Cleaning	5808688	July 16, 2019	Principal
	5823501	July 30, 2019	Principal
MARK	SERIAL NO.	EFFECTIVE DATE	REGISTER

	90705489	April 5, 2022	REGISTER
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Our affiliate, JDog Holdings, LLC, has granted us a license to use and sublicense to use the above mentioned Marks, dated March 28, 2019. The term of the license is for 15 years, which automatically renews for additional terms of 5 years. The license may be terminated if, pursuant to the United States Bankruptcy Code or any other federal or state law relating to insolvency or relief of debtors (a “Bankruptcy Law”), we commence a voluntary case or proceeding; consent to the entry of an order for relief against us in an involuntary case; consent to the appointment of a trustee, receiver, assignee, liquidator or other similar official; make an assignment for the benefit of our creditors; or admit in writing our inability to pay our debts as they become due; or if a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that is for relief against us in an involuntary case, or appoints a trustee, receiver, assignee, liquidator or similar official for us. Except as provided in this license agreement, there are no agreements currently in effect that significantly limit our rights to use or to license the use of the Marks in any manner material to the Franchised Business. If at any time during the Term or any exercised Renewal Term, we are forced to or deem it advisable to modify or discontinue use of any Marks or to adopt for use in the System any additional or substitute marks then you must promptly comply with such modification or discontinuance at your sole expense (unless such discontinuance or modification occurs during the first year of your Initial Term, in which case, we will bear the cost associated with a modification or discontinuance).

As of the date of this Disclosure Document with respect to both Marks: (1) all affidavits required by the USPTO have been filed; (2) there are no pending infringement, opposition or cancellation proceedings; and (3) there is no pending litigation involving ownership rights material to the franchise.

We do not know of either superior prior rights or infringing uses that could materially affect your use of the Marks in this state or the state in which the Franchised Business is located.

During the term of your Franchise Agreement, we will grant you the right to use these Marks in the operation of your Franchised Business within a territory. By Marks we mean the trade names, trademarks, service marks and logos used to identify JDog Carpet Cleaning & Floor Care (collectively, the “Marks”). There are no agreements currently in effect which significantly limit our right to use or license the use of such trademarks, service marks, trade names, logos types or other commercial symbols in any matter material to the Franchised Business.

You must use the names and marks in full compliance with provisions of the Franchise Agreement and in accordance with our standards. You cannot use any name or Mark as a part of any corporate name which any prefix, suffix or other modifying words, terms, designs or

symbols. In addition, you may not use any name or Mark in any other manner not explicitly authorized in writing by us. You must affix a TM or some other symbol directed by us when using the other Marks, to indicate to the public that each of the Marks is a trademark belonging to or licensed to us. Additionally, on any printed materials bearing the Marks you must clearly indicate "Trademark licensed by JDog Carpet Franchising, LLC" or some other phrase designated or approved by us.

You may not directly or indirectly oppose our right to the trademarks, trade names, trade secrets or business techniques that are part of or licensed exclusively to JDog Carpet Cleaning & Floor Care. You must notify us immediately if you learn of a claim against your use of any of the Marks. We will take whatever action, if any, we deem appropriate. We will control any litigation or proceeding in which we defend you. We have no obligation to defend you or to take any legal action against others with respect to any claims related to your use of the Marks, but we will indemnify you against any lawsuits or damages incurred by you as a result of a successful claim of infringement brought by a third party and related to your use of a Mark in accordance with the terms of the Franchise Agreement.

ITEM 14 – PATENTS, COPYRIGHTS, PROPRIETARY INFORMATION

We may or may not register claims in patents or copyrights that are material to our business, but JDog Carpet Franchising, LLC does claim proprietary rights and copyrights to the confidential information contained in the Operations Manual. JDog Carpet Franchising, LLC also claims copyrights on operational materials specifically associated with the System, including the proprietary advertisements, all materials presented to prospective customers, printed materials and forms associated with the operation of a Franchised Business. We have the right to control any litigation involving any right we have or may acquire in any patent, copyright or application for either. You must promptly tell us when you learn about unauthorized use of this proprietary information or our intellectual property. We are not obligated to take any action, but will respond to this information as we deem appropriate. Our interests are to protect the integrity of the brand. We will not indemnify you for losses claimed by a third party concerning your use of this information. If at any time during the Term or any exercised Renewal Term, we are forced to or deem it advisable to modify or discontinue use of any proprietary information or our intellectual property, then you must promptly comply with such modification or discontinuance at your sole expense.

There are no current determinations of the USPTO, the U.S. Copyright Office or any court regarding patents or copyrights that are material to the Franchised Business.

ITEM 15 - OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

We require that your Franchised Business be under the direct supervision, at all times, of one (1) full time general manager. If you are an individual, you will generally be the person who acts as general manager; however the general manager can be any person so long as they have been trained and thereafter approved by us. Each territory requires its own general manager. There is no requirement that the general manager own equity in you or your Franchised Business. We may request that you require your employees including your general manager to sign a Confidentially Agreement approved by us. Any and all principals of the franchisee are required to sign a personal guarantee.

ITEM 16 - RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must operate the Franchised Business and perform all services in accordance with the Operating Guidelines and the standards established. We have an unlimited right to change the types of authorized business services that the Franchised Business provides to consumers.

Franchisee may only sell goods or services as approved by the franchisor either in the Operations Manual or otherwise in writing. There are no limits regarding customers to whom the franchisee may sell goods and services provided they do not infringe another franchisee’s JDog Carpet Cleaning & Floor Care territory.

ITEM 17 – RENEWAL, TERMINATION, TRANSFER and DISPUTE RESOLUTION

This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this disclosure document.

THE FRANCHISE RELATIONSHIP

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
a. Length of the franchise term	2.4	15 years from the Scheduled Opening Date unless otherwise terminated.
b. Renewal or extension	16	An additional 15 year Term, under the then-current contract terms for new franchisees.
c. Requirements for franchisee to renew or extend	16	The requirements for you to renew are: (1) 9 to 12 months’ notice; (2) meet our then-current requirements for franchisees; (3) not be in default or have been habitually in default; (4) sign our

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
		<p>then-current form of Franchise Agreement; and (5) pay the renewal fee.</p> <p>When renewing, you may be asked to sign a contract with materially different terms and conditions than your original contract.</p>
d. Termination by franchisee	Not Applicable	You may seek termination upon any grounds available by state law.
e. Termination by Franchisor without cause	17.5	See paragraph p. of this Item.
f. Termination by Franchisor with cause	14	We may terminate if you are in Material Default. In some circumstances you will get notice and an opportunity to cure. In some instances your franchise may be terminated immediately.
g. "Cause" defined – curable defaults	14.1	<ul style="list-style-type: none"> a. failure to pay us, an affiliate, supplier, landlord, government authority, etc.; b. failure to offer an approved service or offering a non-approved service; c. failure to comply with any obligation under the Franchise Agreement not subject to immediate Termination.
h. "Cause" defined – non-curable defaults	14.1	<ul style="list-style-type: none"> a. Insolvency; b. Default on vehicle lease resulting in failure maintain minimum number of vehicles; c. attempted assignment or transfer without consent; d. cease operations for five (5) days or more; e. misuse of or failure to protect our Mark(s), know-how, copyrighted material, operations

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
		<p>manual, or other intellectual property;</p> <p>f. false reports;</p> <p>g. illegal or misleading business acts;</p> <p>h. criminal conviction of your owners, officers or directors;</p> <p>i. 3 or more notices of default whether curable or non-curable;</p> <p>j. fail to pay vendors 4 or more times where Franchisor must effect a cure on your behalf</p>
i. Franchisee’s obligations on termination/non-renewal	15	Discontinue operations; payment of all accounts by bank draft; return all items belonging to Franchisor. Abide by non-compete (see r. below)
j. Assignment of contract by Franchisor	17.7	There are no restrictions on our right to assign.
k. “Transfer” by Franchisee – definition	17.1-2	<p>a. Assignment or sale of this Agreement or any of the rights and privileges of the Franchisee, the Franchised Business or any part of it, or any share or interest in Franchisee;</p> <p>b. any change in the legal or beneficial ownership of voting units representing more than 10 percent of all outstanding voting units of a corporate franchisee.</p>
l. Franchisor approval of transfer by Franchisee	17	You must obtain our written approval before any transfer
m. Conditions for	17.3	a. Our prior approval of any advertisement for

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
franchisor approval of transfer		sale; b. transfer fee paid; c. transferee must be approved by us and must sign then-current Franchise Agreement; d. return of Operations Manual and all other materials; e. releases signed by franchisee(s); f. completion of JDog University™ initial training by transferee; g. all agreements in good standing; h. assignment of any vehicle leases; i. Security Agreement signed.
n. Franchisor’s right of first refusal to acquire franchisee’s business	17.6	We have a right to match any offer to buy your Franchise Business
o. Franchisor’s option to purchase your business	15.4	None, but we have the option to buy your supplies and equipment at termination or expiration of the Franchise Agreement.
p. Death or disability of franchisee	17.5	Estate has 6 mos. to assign to approved individual or entity. If not assigned within 6 mos., franchisor has right to terminate, unless prohibited by state law.
q. Non-competition covenants during the term of the franchise	18	You may not directly or indirectly compete within territory, within the metropolitan area where the territory is situated, within any a 15-mile radius of any territory in the System.

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
r. Non-competition covenants after the franchise is terminated or expires	18	Item q. above applies for 24 months after the expiration or termination of the Franchise Agreement including any exercised term.
s. Modification of the agreement	19.9	The Franchise Agreement may only be modified by a writing signed by you and us.
t. Integration/merger clause	19.8	Only the terms of the Franchise Agreement and other related agreements are binding (subject to applicable state law). No other representations or promises will be binding. Nothing in the Franchise Agreement or in any other related written agreement is intended to disclaim representations made in the franchise disclosure document.
u. Dispute resolution by arbitration or mediation	19.13	All claims must be presented for period of 30 days before filing suit; during which time either party may demand non-binding mediation to be held at our Berwyn, PA offices. For claims and disputes not settled in mediation, such claims shall be submitted to arbitration in Philadelphia, PA. This provision is subject to state law.
v. Choice of forum	19.12-13	Subject to state law laws, litigation must be in Philadelphia, PA, except we may take action in other jurisdictions as may be necessary to obtain declaratory, injunctive, or other relief, subject to state law.
w. Choice of law	19.12	Subject to state law, Pennsylvania law applies for construction and interpretation of the Franchise Agreement, but does not give rise to statutory or regulatory claims that would not otherwise apply.

ITEM 18 - PUBLIC FIGURES

JDog Carpet Cleaning & Floor Care does not use any public figure to promote its franchises.

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 performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

JDog Carpet Franchising, LLC does not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor’s management by contacting Jerry Flanagan at JDog Carpet Franchising, LLC, 1021 Old Cassatt Road, Suite 100, Berwyn, PA 19132, by phone at 1.844.438.5364 or by email atjerry@jdog.com.

ITEM 20 – OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
System wide Summary
For Fiscal Years ~~2021~~2022 to ~~2024~~2023

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2022 2021	38	89	51
	2023 2022	89	912	13
	2023 2024	912	1217	3+5
Company/Affiliate*	2022 2021	0	0	0
	2023 2022	0	0	0

	2023 2024	0	0	0
Total Outlets	2022 2021	<u>38</u>	<u>89</u>	<u>51</u>
	2023 2022	<u>89</u>	<u>912</u>	<u>13</u>
	2023 2024	<u>912</u>	<u>1217</u>	<u>3+5</u>

Table No. 2

Transfers of Outlets from Franchisees to New Owners
(Other than Franchisor)
For Fiscal Years ~~2021~~2022 to ~~2024~~2023

State	Year	Number of Transfers
Colorado	<u>2022</u>	<u>0</u>
	<u>2023</u>	<u>0</u>
	<u>2024</u>	<u>1</u>
Michigan	<u>2022</u>	<u>0</u>
	<u>2023</u>	<u>0</u>
	<u>2024</u>	<u>1</u>
New Jersey	2022 2021	0
	2022	0
	2023	1
Total	2021 2024	0
Total	2022	0
	2023	1
	<u>2024</u>	<u>2</u>

Table No. 3

Status of Franchise Outlets
For Fiscal Years ~~2021~~2022 to ~~2024~~2023

State	Year	Outlets at Start of Year	Outlets Opened	Termination	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of Year
PA	2021	<u>1</u>	4	<u>1</u>	0	0	0	4
AL	2022	<u>40</u>	<u>40</u>	<u>30</u>	0	0	0	<u>50</u>
	2023	<u>50</u>	<u>10</u>	0	0	0	0	<u>60</u>
SC	2021	<u>10</u>	1	<u>21</u>	0	0	0	0
	2024							
CO	2022	0	0	0	0	0	0	0
	2023	0	<u>01</u>	0	0	0	0	<u>01</u>
VA	2021	1	0	0	0	0	0	1
	2024							

State	Year	Outlets at Start of Year	Outlets Opened	Termination	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of Year
DE	2022	10	0	10	0	0	0	0
	2023	0	0	0	0	0	0	0
TX	2021	0	1	10	0	0	0	0
	2024							<u>1</u>
FL	2022	0	1	0	0	0	0	1
	2023	1	1	0	0	0	0	1
CO	2021	2	2	3	0	0	0	1
	2024							<u>1</u>
GA	2022	1	0	0	0	0	0	1
	2023	1	10	0	0	0	0	1
UT	2021	1	1	2	0	0	0	10
	2024							<u>10</u>
IL	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
GA	2021	1	10	1	0	0	0	10
	2024							<u>10</u>
MD	2022	10	0	0	0	0	0	10
	2023	10	0	0	0	0	0	10
FL	2021	0	1	1	0	0	0	0
	2024							<u>0</u>
MI	2022	0	10	0	0	0	0	10
	2023	10	10	0	0	0	0	20
	2024	<u>0</u>	<u>2</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
NJ	2021	0	0	0	0	0	0	0
	2022							
	2023	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>0</u>
NC	2024	<u>0</u>	<u>3</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3</u>
	2022	0	0	0	0	0	0	0
	2023	0	10	0	0	0	10	0
IL	2021	0	1	0	0	0	0	1
	2024							<u>1</u>
PA	2022	14	4	3	0	0	0	15
	2023	15	1	0	0	0	0	16
Totals	2021	36	102	50	0	0	0	8
	2024							<u>8</u>
SC	2022	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	2023	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	2024	<u>0</u>	<u>1</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

State	Year	Outlets at Start of Year	Outlets Opened	Termination	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of Year
UT	<u>2022</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	<u>2023</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	<u>2024</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
VA	<u>2022</u>	<u>1</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2023</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2024</u>	<u>0</u>	<u>1</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
WI	<u>2022</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2023</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2024</u>	<u>0</u>	<u>1</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Totals	2022	8	5	4	0	0	0	9
	2023	9	<u>43</u>	0	0	0	1	12
	<u>2024</u>	<u>12</u>	<u>17</u>	<u>12</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>17</u>

Table No. 4
 Status of Company Owned Units
 For Fiscal Years ~~2021~~2022 to ~~2024~~2023

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
NCNone	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
Total	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0

Table No. 5

Projected Openings During ~~2024~~2025 Fiscal Year as of February 29, ~~2024~~2023

State	Agreements Signed But Businesses Not Open	Projected New Franchisees In The Next Fiscal Year	Projected Company Owned Locations In Next Fiscal Year
Florida <u>Georgia</u>	1	<u>21</u>	<u>32</u>
Delaware <u>New Jersey</u>	<u>16</u>	1	<u>07</u>
Pennsylvania	<u>42</u>	<u>23</u>	<u>65</u>
Colorado	0	1	1
Maryland	0	1	1
Alabama	3	1	4
Michigan	2	1	3
Virginia	1	1	2
North Carolina	1	1	2
South Carolina	1	1	2
Wisconsin	1	1	2
Georgia	2	2	0
TOTALS	<u>179</u>	<u>155</u>	<u>2614</u>

The names, addresses and telephone numbers of our current franchisees as of ~~February 29, 2023~~ are attached to this Franchise Disclosure Document as Exhibit G.

The name and last known address and telephone number of every franchisee who has had a franchise terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the most recent completed fiscal year or who has not communicated with us within 10 weeks of the Issuance Date of this Franchise Disclosure Document is listed in Exhibit G attached to this Franchise Disclosure Document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

During the last three fiscal years, we have not had any franchisees sign confidentiality provisions that would restrict their ability to speak openly about their experience with the JDog Carpet Cleaning & Floor Care System.

As of the Issuance Date of this Franchise Disclosure Document, there are no franchise organizations sponsored or endorsed by us and no independent franchisee organizations have asked to be included in this Franchise Disclosure Document. We do not have any trademark specific franchise organizations.

ITEM 21 – FINANCIAL STATEMENTS

Exhibit H contains our audited financial statements, ~~which are comprised of the balance sheets as of February 28, 2023, and 2022~~ and the related statements of operations and member's deficit and cash flows for each of the years in the three-year period ended February 28, ~~2023, 2024, 2023 and 2022, 2022 and 2021~~. ~~Also included is our unaudited balance sheet as of May 31, 2023.~~

Our fiscal year ends on the last day of February of each year.

ITEM 22 – CONTRACTS

The form of JDog Carpet Franchising, LLC Franchise Agreement and associated schedules are attached as Exhibit B. A Representations and Acknowledgment Statement is attached as Exhibit E. Our current form of General Release is attached as Exhibit I.

ITEM 23 – RECEIPTS

The last 2 pages of this disclosure document (Exhibit J) are duplicate Receipts, which will serve as an acknowledgement by you that you have received a copy of this disclosure document. The FDD was issued on June ~~16, 2023.~~ 28, 2024. You should sign both copies of the Receipt, return one copy to us and retain on for your records. If the Receipt pages, or any other pages or Exhibits is missing from your copy of the disclosure document, please contact us immediately.

**EXHIBIT A: STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF
PROCESS**

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
CALIFORNIA	Department of Financial Protection and Innovation One Sansome Street, Suite 600 San Francisco, CA 94104 415-972-8559 1-866-275-2677	Commissioner of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles 90013-2344 1-866-275-2677
CONNECTICUT	Securities and Business Investment Division Connecticut Department of Banking 44 Capitol Avenue Hartford, CT 06106 203-240-8299	Connecticut Banking Commissioner Same Address
DELAWARE	Secretary of State's Office - Wilmington 820 N. French Street 4th Floor Wilmington, DE 19801	The Corporation Trust Company Corporation Trust Center 1209 Orange St. Wilmington, DE 19801 (302) 658-7581
FLORIDA	Department of Agriculture & Consumer Services Division of Consumer Services Mayo Building, Second Floor Tallahassee, FL 32399-0800 850-245-6000	Same
HAWAII	State of Hawaii Business Registration Division Securities Compliance Branch Dept. of Commerce and Consumer Affairs 335 Merchant Street, Room 203 Honolulu, HI 96813 808-586-2722	Hawaii Commissioner of Securities Same Address
ILLINOIS	Franchise Division Office of the Attorney General 500 South Second Street Springfield, IL 62706 217-782-4465	Illinois Attorney General Same Address
INDIANA	Securities Commissioner Indiana Securities Division 302 West Washington Street, Room E 111 Indianapolis, IN 46204 317-232-6681	Indiana Secretary of State 201 State House 200 West Washington Street Indianapolis, IN 46204
IOWA	Iowa Securities Bureau Second Floor Lucas State Office Building Des Moines, IA 50319 515-281-4441	Same
MAINE	Department of Business Regulations State House - Station 35 Augusta, ME 04333 207-298-3671	Same
MARYLAND	Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, MD 21202 410-576-6360	Maryland Securities Commissioner Same Address

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
MICHIGAN	Michigan Department of Attorney General Consumer Protection Division Antitrust and Franchise Unit 670 Law Building Lansing, MI 48913 517-373-7117	Michigan Department of Commerce Corporations and Securities Bureau Same Address
MINNESOTA	Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101 651-539-1600	Minnesota Commissioner of Commerce Same Address
NEBRASKA	Department of Banking and Finance 1230 "O" Street, Suite 400 Lincoln, NE 68508 P.O. Box 95006 Lincoln, Nebraska 68509-5006	Same
NEW YORK	New York State Department of Law Investor Protection Bureau 28 Liberty St., 21 st Floor New York, NY 10005 212-416-8222	Secretary of State of New York 99 Washington Avenue Albany, New York 12231
NORTH CAROLINA	Secretary of State's Office/Securities Division Legislative Annex Building 300 Salisbury Street Raleigh, NC 27602 919-733-3924	Secretary of State Secretary of State's Office 300 Salisbury Street Raleigh, NC 27602
NORTH DAKOTA	North Dakota Securities Department 600 East Boulevard Avenue State Capitol, Fifth Floor, Dept. 414 Bismarck, ND 58505-0510 701-328-4712; Fax: 701-328-0140	North Dakota Securities Commissioner Same Address
OHIO	Attorney General Consumer Fraud & Crime Section State Office Tower 30 East Broad Street, 15th Floor Columbus, OH 43215	Same
OKLAHOMA	Oklahoma Securities Commission 2915 Lincoln Blvd. Oklahoma City, OK 73105 405- 521-2451	Same
OREGON	Department of Insurance and Finance Corporate Securities Section Labor and Industries Building Salem, OR 96310 503-378-4387	Director Department of Insurance and Finance Same Address
RHODE ISLAND	Division of Securities 233 Richmond Street, Suite 232 Providence, RI 02903-4232 401-222-3048	Director of the Rhode Island Department of Business Regulation Rhode Island Attorney General 233 Richmond Street Providence, RI 02903-4232
SOUTH CAROLINA	Secretary of State P.O. Box 11350 Columbia, SC 29211 803-734-2166	Same

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
SOUTH DAKOTA	Division of Insurance Securities Regulation 124 South Euclid, Suite 104 Pierre, SD 57501 605-773-3563	Same
TEXAS	Secretary of State Statutory Documents Section P.O. Box 12887 Austin, TX 78711-2887 512-475-1769	Same
VIRGINIA	State Corporation Commission Division of Securities and Retail Franchising 1300 E. Main Street, 9 th Floor Richmond, VA 23219 804-371-9051	Clerk of the State Corporation Commission 1300 E. Main Street Richmond, VA 23219
WASHINGTON	Washington Department of Financial Institutions Securities Division P.O. Box 41200 Olympia, WA 98507 9033	Director, Dept. of Financial Institutions Securities Division 150 Israel Rd S.W. Tumwater, WA 98501
WISCONSIN	Wisconsin Dept. of Financial Institutions Division of Securities 345 W. Washington Avenue, 4th Floor Madison, WI 53703 608-266-8557	Wisconsin Commissioner of Securities Same Address

EXHIBIT B: FRANCHISE AGREEMENT

MM/DD/YYYY



FRANCHISE AGREEMENT

with You

FRANCHISE AGREEMENT

EXHIBIT C: TABLE OF CONTENTS

EXHIBIT D
EFT (Electronic Funds Transfer Agreement)

**BANK DRAFT AGREEMENT AUTHORIZATION
FOR PRE-AUTHORIZATION PAYMENTS TO
JDOG CARPET FRANCHISING, LLC**

Account Name

Account Number

Bank Transit Number (ABA)

Bank Name (Please Print) ("Bank")

Address

Effective as of the date of the signature below, the undersigned hereby authorizes JDOG CARPET FRANCHISING, LLC ('JDOG CARPET CLEANING & FLOOR CARE') to initiate debit entries by either electronic or paper means to the undersigned's bank Account Number listed above (at the bank indicated above as the "Bank") and authorizes the Bank to debit the same account and to make payment to JDOG CARPET CLEANING & FLOOR CARE, 1021 Old Cassatt Road, Suite 100, Berwyn, PA 19312 or any other address which may be dictated by the franchisor for any and all Royalty Fees and other fees due and owing under the Franchise Agreement. Franchisee acknowledges that Royalties and all other fees may be collected by Franchisor in the manner provided for in the Franchise Agreement. .

The undersigned agrees that in making payment for such charges, the Bank's rights shall be the same as if each were a charge made and signed personally by the undersigned. The Bank shall have no obligation whatsoever regarding the calculation or verification of the amount of any payments.

This authority shall remain in full force and effect until JDOG CARPET CLEANING & FLOOR CARE and the Bank have received a minimum of ninety (90) days advance written notice from the undersigned of the termination of authority granted herein. Until the Bank actually receives such notice, the undersigned agrees that the Bank shall be fully protected in paying any amounts pursuant to this authority. The undersigned further agrees that if any such payments are not made, whether with or without cause, and whether intentionally or inadvertently, the Bank shall be under no liability to the undersigned.

Print: _____
Franchisee

By: _____ Date _____
Name and Title:

***This Acknowledgement statement does not apply to residents of Washington and should not be signed by Washington franchisees.**

***Do not sign this Acknowledgment Statement if you are a resident of Maryland or the business is to be operated in Maryland.**

EXHIBIT E: Representations and Acknowledgment Statement

FRANCHISEE HEREBY ACKNOWLEDGES THE FOLLOWING:

Franchisee has conducted an independent investigation of all aspects relating to the financial, operational and other aspects of the business of operating the Franchised Business. Franchisee further acknowledges that, except as may be set forth in Franchisor's Disclosure Document, no representations of performance (financial or otherwise) for the Franchised Business provided for in this Agreement has been made to Franchisee by Franchisor and Franchisee and any and all Principals hereby waive any claim against Franchisor for any business failure Franchisee may experience as a franchisee under this Agreement.

Initial

Franchisee has conducted an independent investigation of the business contemplated by this Agreement and understands and acknowledges that the business contemplated by this Agreement involves business risks making the success of the venture largely dependent upon the business abilities and participation of Franchisee and its efforts as an independent business operation.

Initial

Franchisee agrees that no claims of success or failure have been made to it or him or her prior to signing this Agreement and that it/she/he understands all the terms and conditions of this Agreement. Franchisee further acknowledges that this Agreement contains all oral and written agreements, representations and arrangements between the parties hereto, and any rights which the respective parties hereto may have had under any other previous contracts are hereby cancelled and terminated, and that this Agreement cannot be changed or terminated orally.

Initial

Franchisee has no knowledge of any representations by Franchisor or its officers, directors, shareholders, employees, sales representatives, agents or servants, about the business contemplated by this Agreement that are contrary to the terms of this Agreement or the documents incorporated herein. Franchisee acknowledges that no representations or warranties are made or implied, except as specifically set forth herein. Franchisee represents, as an inducement to Franchisor's entry into this Agreement, that it has made no misrepresentations in obtaining this Agreement.

Initial

Franchisor expressly disclaims the making of, and Franchisee acknowledges that it has not received or relied upon, any warranty or guarantee, express or implied, as to the potential volume, profits or success of the business venture contemplated by this Agreement.

Initial

Franchisee acknowledges that Franchisor's approval or acceptance of Franchisee's Business location does not constitute a warranty, recommendation or endorsement of the location for the Franchised Business, nor any assurance by Franchisor that the operation of the Franchised Business at the premises will be successful or profitable.

Initial

Franchisee acknowledges that it has received the JDog Carpet Franchising, LLC, Franchise Disclosure Document with a complete copy of this Agreement and all related Exhibits and agreements at least fourteen (14) calendar days prior to the date on which this Agreement was executed. Franchisee further acknowledges that Franchisee has read such Franchise Disclosure Document and understands its contents.

Initial

Franchisee acknowledges that it has had ample opportunity to consult with its own attorneys, accountants and other advisors and that the attorneys for Franchisor have not advised or represented Franchisee with respect to this Agreement or the relationship thereby created.

Initial

Franchisee, together with Franchisee's advisers, has sufficient knowledge and experience in financial and business matters to make an informed investment decision with respect to the Franchise granted by this Agreement.

Initial

Franchisee is aware of the fact that other present or future franchisees of Franchisor may operate under different forms of agreement(s), and consequently that Franchisor's obligations and rights with respect to its various franchisees may differ materially in certain circumstances.

Initial

It is recognized by the parties that Franchisor is also (or may become) a manufacturer or distributor of certain products under the Marks licensed herein; and it is understood that Franchisor does not warrant that such products will not be sold within the Franchisee's Territory by others who may have purchased such products from Franchisor.

Initial

Release of Prior Claims. BY EXECUTING THIS AGREEMENT, FRANCHISEE AND ANY PRINCIPAL, INDIVIDUALLY AND ON BEHALF OF FRANCHISEE'S AND SUCH PRINCIPAL'S HEIRS, LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS, HEREBY FOREVER RELEASE AND DISCHARGE JDOG CARPET FRANCHISING, LLC, J DOG HOLDINGS, LLC, THE JDOG INDEMNITEES, AND ALL OF THEIR OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS AND SUCCESSORS AND ASSIGNS FROM ANY AND ALL CLAIMS, DEMANDS AND JUDGMENTS RELATING TO OR ARISING UNDER THE STATEMENTS, CONDUCT, CLAIMS OR ANY OTHER AGREEMENT BETWEEN THE PARTIES EXECUTED PRIOR TO THE DATE OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER PRESENTLY KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, ARISING UNDER THE FRANCHISE, SECURITIES, TAX OR ANTITRUST LAWS OF THE UNITED STATES OR OF ANY STATE OR TERRITORY THEREOF.

Initial

FRANCHISEE: <hr/> By: Title: Dated:	FRANCHISOR: JDog Carpet Franchising, LLC <hr/> By: Jerry Flanagan Title: CEO
--	---

FRANCHISEE ACKNOWLEDGEMENT STATEMENT

****FOR USE BY WASHINGTON FRANCHISEES ONLY****

***Do not sign this Acknowledgment Statement if you are a resident of Maryland or the business is to be operated in Maryland.**

Acknowledgement of the truthfulness of the statements below are an inducement for the Franchisor to enter into a Franchise Agreement. Notify Franchisor immediately, prior to acknowledgment, if any statement below is incomplete or incorrect.

No statement, questionnaire, or acknowledgment 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.

Acknowledgement does not waive any liability the franchisor may have under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

1. Franchisee has conducted an independent investigation of the business contemplated by this Agreement and understands and acknowledges that the business contemplated by this Agreement involves business risks making the success of the venture largely dependent upon the business abilities and participation of Franchisee and its efforts as an independent business operation.

Initial

2. Franchisee agrees that no claims of success or failure have been made to it or him or her prior to signing the Franchise Agreement and that it/she/he understands all the terms and conditions of the Franchise Agreement. Franchisee further acknowledges that the Franchise Agreement contains all oral and written agreements, representations, and arrangements between the parties hereto, and any rights which the respective parties hereto may have had under any other previous contracts are hereby cancelled and terminated, and that this Agreement cannot be changed or terminated orally.

Initial

3. Franchisee has no knowledge of any representations by Franchisor or its officers, directors, shareholders, employees, sales representatives, agents, or servants, about the business contemplated by the Franchise Agreement that are contrary to the terms of the Franchise Agreement or the documents incorporated herein. Franchisee acknowledges that no representations or warranties are made or implied, except as specifically set forth in the Franchise Agreement. Franchisee represents, as an inducement to Franchisor's entry into this Agreement, that it has made no misrepresentations in obtaining the Franchise Agreement.

Initial

4. Franchisee acknowledges that Franchisor's approval or acceptance of Franchisee's Business location does not constitute a warranty, recommendation or endorsement of the location for the Franchised Business.

Initial

5. Franchisee acknowledges that it has received the JDog Carpet Franchising, LLC Franchise Disclosure Document with a complete copy of the Franchise Agreement and all related Attachments and agreements at least fourteen (14) calendar days prior to the date on which the Franchise Agreement was executed. Franchisee further acknowledges that Franchisee has read such Franchise Disclosure Document and understands its contents.

Initial

6. Franchisee acknowledges that it has had ample opportunity to consult with its own attorneys, accountants and other advisors and that the attorneys for Franchisor have not advised or represented Franchisee with respect to the Franchise Agreement or the relationship thereby created.

Initial

7. Franchisee, together with Franchisee’s advisers, has sufficient knowledge and experience in financial and business matters to make an informed investment decision with respect to the Franchise granted by the Franchise Agreement.

Initial

8. Franchisee is aware of the fact that other present or future franchisees of Franchisor may operate under different forms of agreement(s), and consequently that Franchisor’s obligations and rights with respect to its various franchisees may differ materially in certain circumstances.

Initial

9. It is recognized by the parties that Franchisor is also (or may become) a manufacturer or distributor of certain products under the Marks licensed herein; and it is understood that Franchisor does not warrant that such products will not be sold within the Franchisee’s Territory by others who may have purchased such products from Franchisor.

Initial

FRANCHISEE:	FRANCHISOR: JDog Carpet Franchising, LLC
By:	By: Jerry Flanagan
Title:	Title: CEO
Dated:	

EXHIBIT F: State Specific Addenda

The provisions of this State-Specific Addendum to the Franchise Disclosure Document, Franchise Agreement, and Related Agreements (“**State Addendum**”) apply only to those persons residing or operating Franchise Businesses in the following states:

CALIFORNIA

1. SECTION 31125 OF THE CALIFORNIA CORPORATIONS CODE REQUIRES US TO GIVE YOU A DISCLOSURE DOCUMENT, IN A FORM CONTAINING THE INFORMATION THAT THE COMMISSIONER MAY BY RULE OR ORDER REQUIRE, BEFORE A SOLICITATION OF A PROPOSED MATERIAL MODIFICATION OF AN EXISTING FRANCHISE.

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

See the cover page of the Disclosure Document for our URL address. OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT AND COMPLAINTS CONCERNING THE CONTENTS OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT www.dfpi.ca.gov.

2. The following statement is added to the STATE COVER PAGE:

FRANCHISEES MUST ALSO SIGN A PERSONAL GUARANTY, MAKING YOUR SPOUSE INDIVIDUALLY LIABLE FOR YOUR FINANCIAL OBLIGATIONS UNDER THE AGREEMENT IF YOU ARE MARRIED. THE GUARANTY WILL PLACE YOUR SPOUSE’S MARITAL AND PERSONAL ASSETS AT RISK IF YOUR FRANCHISE FAILS.

3. The following statement is added to Item 3:

Neither Franchisor nor any person described in Item 2 of the Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C. 8.78(a) et seq. suspending or expelling such persons from membership in such association or exchange.

4. The following statement is added to Item 5:

The Department has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The

Commissioner has imposed a fee deferral condition, which requires that we defer the collection of all initial fees from California franchisees until we have completed all of our pre-opening obligations and you are open for business. For California franchisees who sign a development agreement, the payment of the development and initial fees attributable to a specific unit in your development schedule is deferred until that unit is open.

5. The following statement is added to Item 6:

The highest interest rate allowed by law in California is 10% annually

6. The following statements are added to Item 17:

The Franchise Agreement requires you to sign a general release of claims upon renewal or transfer of the Franchise Agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order there under is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 – 20043).

The Franchise Agreement requires binding arbitration. The arbitration will occur in Philadelphia, Pennsylvania, with the parties bearing their own costs of arbitration, including the fee for their respective arbitrator, except that the neutral arbitrator's (or the single arbitrator's, as the case may be) fee shall be shared equally between the parties. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

The Franchise Agreement requires application of the laws and forum of the Commonwealth of Pennsylvania. These provisions may not be enforceable under California law.

California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.

The Franchise Agreement contains liquidated damages clauses. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 *et seq.*).

7. Exhibit E Representations and Acknowledgment Statement is hereby amended to remove the second paragraph
8. The following statement is added to the Franchise Agreement:

No disclaimer, questionnaire, clause, or statement signed by a franchisee in connection with the commencement of the franchise relationship shall be construed or interpreted as waiving any claim of fraud in the inducement, whether common law or statutory, or as disclaiming reliance on or the right to rely upon any statement made or information provided by any franchisor, broker or other person acting on behalf of the franchisor that was a material inducement to a franchisee's investment. This provision supersedes any other or inconsistent term of any document executed in connection with the franchise.

HAWAII

1. Item 5 of this Franchise Disclosure Document is hereby amended to state:

Payment of the Initial Franchise Fee will be deferred until Franchisor has met its initial obligations to the franchisee, and franchisee has commenced doing business. This financial assurance required was imposed by the Hawaii Business Registration Division due to Franchisor's Financial condition.

2. Section 3 of the Franchise Agreement is hereby amended to state:

Payment of the Initial Franchise Fee will be deferred until Franchisor has met its initial obligations to franchisee, and franchisee has commenced doing business. This financial assurance requirement was imposed by the Hawaii Business Registration Division due to Franchisor's financial condition.

ILLINOIS

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO THE ILLINOIS FRANCHISE DISCLOSURE ACT

The Illinois Attorney General requires that certain provisions contained in franchise documents be amended to be consistent with Illinois law, including the Illinois Franchise Disclosure Act, 815 ILCS §§ 705/1 et seq. (1987) (the "Act"). To the extent that (i) the jurisdictional requirements of the Act are met and (ii) this Franchise Disclosure Document and Franchise Agreement contain provisions that are inconsistent with the following, such provisions are hereby amended:

- (a) Illinois law governs the Franchise Agreement(s).

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

(b) No franchisee shall be required to litigate any cause of action, with the exception of arbitration proceedings, arising under the Franchise Agreement or the Act outside of the State of Illinois, nor shall the Franchise Agreement provide for a choice of law provision for any state other than Illinois.

(c) Any condition, stipulation, or provision purporting to bind a franchisee to waive compliance with any provision of the Act, or any other Illinois law is void. The foregoing requirement, however, shall not prevent a franchisee from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under any of the provisions of the Act, and shall not prevent the arbitration of any claim pursuant to the provisions of Title 9 of the United States Code.

(d) Payment of Initial Franchise Fees will be deferred until Franchisor has met its initial obligations to franchisee, and franchisee has commenced doing business. This financial assurance requirement was imposed by the office of the Illinois Attorney General due to Franchisor's financial condition.

Your rights upon Termination and Non-Renewal of an agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

AMENDMENT TO THE JDOG CARPET CLEANING & FLOOR CARE FRANCHISE AGREEMENT REQUIRED BY THE STATE OF ILLINOIS

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

1. To the extent of any inconsistencies, the Franchise Agreement is hereby amended to further state:

“Section 4 of the Act provides that no franchisee shall be required to litigate any cause of action, with the exception of arbitration proceedings, arising under the Franchise Agreement or the Act outside of the State of Illinois.”

2. To the extent of any inconsistencies, the Franchise Agreement is hereby amended to further state:

“Illinois law governs the terms of this Franchise Agreement.”

3. To the extent of any inconsistencies, the Franchise Agreement is hereby amended to further state:

“Section 41 of the Act provides that any condition, stipulation, or provision purporting to bind Franchisee to waive compliance with any provision of the Act, or any other Illinois law is void. The foregoing requirement, however, shall not prevent

Franchisee from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under any of the provisions of the Act, and shall not prevent the arbitration of any claim pursuant to the provisions of Title 9 of the United States Code.”

4. To the extent of any inconsistencies, the Franchise Agreement is hereby amended to further state:

“To the extent any provision regarding termination or renewal of the Franchise Agreement is inconsistent with the Illinois Franchise Disclosure Act §§ 815 ILCS §§ 705/19 and 705/20, the provisions of these sections of the Act will control.”

5. Payment of Initial Franchise Fees will be deferred until Franchisor has met its initial obligations to franchisee, and franchisee has commenced doing business. This financial assurance requirement was imposed by the office of the Illinois Attorney General due to Franchisor’s financial condition.

6. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Act are met independently without reference to this Amendment.

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.

FRANCHISOR:

JDog Carpet Franchising, LLC

By: _____

Jerry Flanagan , CEO
(Print Name, Title)

FRANCHISEE:

By: _____

(Print Name, Title)

MARYLAND

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT REQUIRED BY THE STATE OF MARYLAND

This addendum to the Franchise Disclosure Document required by the State of Maryland applies to residents of Maryland, franchises that would be operated in Maryland, and franchise offers and sales made in Maryland. To the extent that this Disclosure Document contains provisions that are inconsistent with the following, such provisions are hereby amended:

1. Item 17 is amended to state:

(a) Any claims arising under the Maryland Franchise Law must be brought within three (3) years after the grant of the franchise.

(b) The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

(c) Our right to terminate you upon your bankruptcy may not be enforceable under federal bankruptcy law (11 U.S.C. §101 *et. seq.*).

(d) A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

(e) A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

2. Exhibit E, Franchise Representation and Acknowledgment Statement, is ~~amended to state:~~hereby deleted.

~~“All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.”~~

3. Item 5 is amended to state:

“Based on the franchisor’s financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the Franchisor completes its pre-opening obligations under the franchise agreement”

4. No statement, questionnaire, or acknowledgment 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.

**AMENDMENT TO THE JDOG CARPET CLEANING & FLOOR CARE FRANCHISE
AGREEMENT REQUIRED BY THE STATE OF MARYLAND**

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, Md. Code Ann., Bus. Reg. § 14-201 et seq., and of the Rules and Regulations promulgated thereunder, the parties to the attached JDog Carpet Cleaning & Floor Care Franchise Agreement (the “Franchise Agreement”) agree as follows:

1. The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

2. To the extent of any inconsistencies, the Franchise Agreement is hereby amended to further state:

“Our right to terminate you upon your bankruptcy, however, may not be enforceable under federal bankruptcy law (11 U.S.C. §101 *et. seq.*)”

3. To the extent of any inconsistencies, the Franchise Agreement is hereby amended to further state:

“You may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.”

4. To the extent of any inconsistencies, the Franchise Agreement is hereby amended to further state:

“Any claims arising under the Maryland Franchise Law must be brought within three (3) years after the grant of the franchise.”

5. To the extent of any inconsistencies, the Franchise Agreement is amended to further state:

“All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.”

6. This Franchise Agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

7. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law, Md. Code Ann., Bus. Reg. § 14-201 et seq., are met independently without reference to this Amendment.

8. ~~8. The Franchisee Acknowledgement statement is hereby deleted.~~

9. ~~Sections 19.6 and 19.17 of the Franchise Agreement are hereby deleted.~~

10. Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.

11. No statement, questionnaire, or acknowledgment 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.

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

FRANCHISOR:

JDog Carpet Franchising, LLC

By: _____

Jerry Flanagan, CEO
(Print Name, Title)

FRANCHISEE:

By: _____

_____, _____
(Print Name, Title)

MINNESOTA

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT REQUIRED BY THE STATE OF MINNESOTA

The Commissioner of Commerce for the State of Minnesota requires that certain provisions contained in franchise documents be amended to be consistent with Minnesota Franchise Act, Minn. Stat. Section 80.01 et seq., and of the Rules and Regulations promulgated under the Act (collectively the “Franchise Act”). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

1. Item 17 is amended to state:

(a) Minn. Stat. § 80C.21 and Minnesota Rules § 2860.4400(J) prohibit us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring you to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in this Franchise Disclosure Document or agreement(s) shall abrogate or reduce (1) any of your rights as provided for in Minn. Stat. Chapter 80C or (2) your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

(b) In accordance with Minn. Stat. § 80C.14 subd. 3-5, except in certain specified cases, we will give you 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the Franchise Agreement. Additionally, we will not unreasonably withhold our consent to a transfer of your JDog Carpet Cleaning & Floor Care.

(c) In accordance with Minnesota Rules 2860.4400(D), we cannot require you to assent to a general release.

(d) Minn. Stat. § 80C.17 subd. 5 requires that an action be commenced pursuant to the Franchise Act within three (3) years after the cause of action accrues.

(e) You cannot consent to us obtaining injunctive relief. We may seek injunctive relief. See Minnesota Rules 2860.4400(J),

2. In the State of Minnesota, we will defer payment of initial franchise fees until all of our material pre-opening obligations have been satisfied and your business is open and operating. The Minnesota Department of Commerce imposed this deferral requirement due to Franchisor's financial condition.

3. 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 with the franchise.

**AMENDMENT TO THE JDOG CARPET FRANCHISING LLC
FRANCHISE AGREEMENT REQUIRED BY THE STATE OF MINNESOTA**

In recognition of the requirements of the Minnesota Statutes Chapter 80C, the parties to the attached JDog Carpet Cleaning & Floor Care Franchise Agreement (the “Franchise Agreement”) agree as follows:

1. Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee’s assent to a release other than as part of a voluntary settlement of disputes. To the extent of any inconsistencies with the Minnesota Rules requirement contained in the Franchise Agreement, such inconsistent provisions are hereby deleted.
2. To the extent of any inconsistencies, the Franchise Agreement is hereby amended to state:

“Except in certain specified cases as set forth in Minn. Stat. § 80C.14 subd. 4, Franchisor will give Franchisee 180 days’ notice for non-renewal of the Franchise Agreement.”
3. To the extent of any inconsistencies, the Franchise Agreement are hereby amended to state:

“Except in certain specified cases as set forth in Minn. Stat. § 80C.14 subd. 3, Franchisor will give Franchisee 90 days notice of termination (with 60 days to cure)”.
4. To the extent of any inconsistencies, the Franchise Agreement is hereby amended to state:

“Franchisor cannot require Franchisee to: (i) conduct litigation outside Minnesota, (ii) waive a jury trial, or (iii) consent to liquidated damages, termination penalties or judgment notes. Nothing in this Franchise Agreement shall abrogate or reduce (1) any of Franchisee’s rights as provided for in Minn. Stat. Chapter 80C or (2) Franchisee’s rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction. Franchisee cannot consent to Franchisor obtaining injunctive relief. Franchisor may seek injunctive relief.”
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 with the franchise.
6. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Statutes Chapter 80C are met independently without reference to this Amendment.

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

FRANCHISOR:

JDOG CARPET FRANCHISING LLC

By: _____

Jerry Flanagan, CEO
(Print Name, Title)

FRANCHISEE:

By: _____

(Print Name, Title)

NEW YORK

NEW YORK ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THIS DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE NEW YORK STATE DEPARTMENT OF LAW, INVESTOR PROTECTION BUREAU, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NEW YORK 10005. THE FRANCHISOR MAY, IF IT CHOSE, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is added at the end of Item 3:

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or

misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of Item 4:

Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after that officer or general partner of the franchisor held this position in the company or partnership.

4. The following is added to the end of Item 5:

The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

5. The following is added to the end of the “Summary” sections of Item 17(c), titled **“Requirements for franchisee to renew or extend,”** and Item 17(m), entitled **“Conditions for franchisor approval of transfer”**:

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

6. The following language replaces the “Summary” section of Item 17(d), titled **“Termination by franchisee”**:

You may terminate the agreement on any grounds available by law.<sup>[L]
[SEP]</sup>

7. The following is added to the end of the “Summary” section of Item 17(j), titled **“Assignment of contract by franchisor”**:

However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor's obligations under the Franchise Agreement.

8. The following is added to the end of the "Summary" sections of Item 17(v), titled "**Choice of forum**", and Item 17(w), titled "**Choice of law**":

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

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NEW YORK RIDER TO JDOG CARPET FRANCHISING LLC
FRANCHISE AGREEMENT

THIS RIDER TO THE FRANCHISE AGREEMENT FOR NEW YORK (“Rider”) is entered into by and between JDog Carpet Franchising LLC, a Delaware limited liability company, with its principal office at 1021 Old Cassatt Road, Suite 100, Berwyn, PA 19312 (“we,” “us” or “our”) and _____ (“you” or “your”), whose principal business address is _____.

WHEREAS, we and you have entered into a certain Franchise Agreement dated _____, 20__ which grants you the right to operate a JDog Carpet Cleaning & Floor Care franchise (the “Franchise Agreement”);

WHEREAS, you are domiciled in New York and the JDog Carpet Cleaning & Floor Care franchise will be located in New York, and/or any of the offering or sales activity relating to the Franchise Agreement occurred in the State of New York; and

WHEREAS, in recognition of the requirements of the General Business Law of the State of New York, Article 33, Sections 680-695, we and you desire to amend certain terms of the Franchise Agreement in accordance with the terms and conditions contained in this Rider.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in the Franchise Agreement and this Rider and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, we and you agree as follows:

1. To the extent of any inconsistencies, the Franchise Agreement is amended to state:

To the extent required by applicable law, notwithstanding the signing of a General Release, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force.

2. To the extent of any inconsistencies, the Franchise Agreement is amended to state:

To the extent required by applicable law, Franchisor will not transfer and assign its rights and obligations under the Franchise Agreement unless the transferee will be able to perform the Franchisor’s obligations under the Franchise Agreement, in Franchisor’s good faith judgment.

3. To the extent of any inconsistencies, the Franchise Agreement is amended to state:

New York Law governs any cause of action which arises under the

New York General Business Law, Article 33, Sections 680-695. The provisions of this Franchise Agreement shall not be deemed a waiver of any rights conferred upon Franchisee by Article 33 of the General Business Law of the State of New York and the regulations issued thereunder.

4. In the event of any conflict between a provision of the Franchise Agreement and this Rider, the provision of this Rider shall control. All terms which are capitalized in this Rider and not otherwise defined, will have the meanings given to them in the Franchise Agreement. Except as amended by this Rider, the Franchise Agreement is unmodified and in full force and effect in accordance with its terms.

5. Each provision of this Rider will be effective only to the extent that the jurisdictional requirements of the New York General Business Law, Article 33, Sections 680-695 are met independent of this Rider.

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

FRANCHISOR:

JDOG CARPET FRANCHISING LLC

By: _____

Jerry Flanagan, CEO
(Print Name, Title)

FRANCHISEE:

By: _____

(Print Name, Title)

NORTH DAKOTA

ADDENDUM TO THE
JDOG CARPET FRANCHISING LLC
FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF NORTH DAKOTA

The North Dakota Securities Commissioner requires that certain provisions contained in franchise documents be amended to be consistent with North Dakota law, including the North Dakota Franchise Investment Law, NDCC § 51-19 *et seq.* (“NDFIL”). To the extent that (a) the jurisdictional requirements of the NDFIL are met and (b) this Franchise Disclosure Document and Franchise Agreement contain provisions that are inconsistent with the following, such provisions are hereby amended:

1. Covenants not to compete upon termination or expiration of the franchise agreement are subject to NDCC § 9-08-06.
2. To the extent required by the NDFIL, arbitration proceedings shall take place at a location mutually agreed upon by you and us.
3. Any requirement that you consent to liquidated damages or termination penalties shall not apply to the extent prohibited by the NDFIL;
4. Any requirement that you consent to (i) the jurisdiction of courts outside of North Dakota, (ii) the application of laws of a state other than North Dakota, (iii) waiver of jury trial or (iv) waiver of exemplary and punitive damages shall not apply to the extent prohibited by the NDFIL;
5. Any release required as a condition to a renewal of the franchise agreement shall not apply to the extent prohibited by the NDFIL;
6. Any requirement that you consent to a limitation of claims shall not apply to the extent prohibited by the NDFIL. As applicable, the statute of limitations under North Dakota law shall control.
7. The prevailing party in any enforcement action is entitled to recover all costs and expenses, including attorney's fees.
8. Item 5 of this Franchise Disclosure Document is hereby amended to state:

Payment of the Initial Franchise Fee will be deferred until Franchisor has met its initial obligations to the franchisee, and franchisee has commenced doing business. This

financial assurance required was imposed by the NDFIL due to Franchisor's Financial condition.

9. Section 3 of the Franchise Agreement is hereby amended to state:

Payment of the Initial Franchise Fee will be deferred until Franchisor has met its initial obligations to franchisee, and franchisee has commenced doing business. This financial assurance requirement was imposed by the NDFIL due to Franchisor's financial condition.

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

FRANCHISOR:

JDOG CARPET FRANCHISING LLC

By: _____

 Jerry Flanagan , CEO
(Print Name, Title)

FRANCHISEE:

By: _____

(Print Name, Title)

RHODE ISLAND

ADDENDUM TO THE
JDOG CARPET FRANCHISING LLC
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF RHODE ISLAND

In recognition of the requirements of the Rhode Island Franchise Investment Act, the Franchise Disclosure Document of JDog Carpet Franchising LLC (“we,” “us,” or “our”) for use in the State of Rhode Island shall be amended to include the following:

1. Items 17v. and 17w., under the provisions entitled “Choice of law” and “Choice of forum,” shall be supplemented with the following language:

However, you may sue us in Rhode Island for claims arising under the Rhode Island Franchise Investment Act.

2. Item 17 shall be supplemented by the addition of the following language at the end of Item 17:

Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that “A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.”

3. Each provision of this Addendum to the Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Rhode Island Franchise Investment Act are met independently without reference to this Addendum to the Disclosure Document.

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AMENDMENT TO THE
JDOG CARPET FRANCHISING LLC
FRANCHISE AGREEMENT REQUIRED BY THE STATE OF RHODE ISLAND

In recognition of the requirements of the Rhode Island Franchise Investment Act, the parties to the attached JDog Carpet Franchising LLC Franchise Agreement (the “Franchise Agreement”) agree as follows:

1. To the extent of any inconsistencies, the Franchise Agreement is amended to state:

Rhode Island franchisees are permitted to bring a lawsuit in Rhode Island for claims arising under the Rhode Island Franchise Investment Act.

2. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Rhode Island Franchise Investment Act are met independently without reference to this Amendment.

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

FRANCHISOR:

JDOG CARPET FRANCHISING LLC

By: _____

Jerry Flanagan , CEO
(Print Name, Title)

FRANCHISEE:

By: _____

(Print Name, Title)

SOUTH DAKOTA

Item 5 of the Franchise Disclosure Document and Section 3 of the Franchise Agreement are amended to state the following:

For franchises established in the state of South Dakota, we will defer payment of the initial franchise fee and other initial payments owed by Franchisee to the Franchisor until the Franchisor has completed its pre-opening obligations under the Franchise Agreement.

AMENDMENT TO THE JDOG CARPET FRANCHISING LLC FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT REQUIRED BY THE STATE OF VIRGINIA

1. Item 5 of the Franchise Disclosure Document and Section 3 of the Franchise Agreement are amended to state the following:

The Virginia State Corporations Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.

2. Item 17(t) of the Franchise Agreement is modified to state:

Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law.) Any representations or promises outside of the disclosure document and franchise agreement may not be enforceable.

3. Additional Disclosure: The following statements are added to Item 17.h.:

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the franchise agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

4. **Estimated Initial Investment.** The franchisee will be required to make an estimated initial investment ranging from \$37,909 to \$169,947. This amount exceeds the franchisor's stockholders' equity as of December 31, 2019, which is \$35,388.

5. No statement, questionnaire, or acknowledgment 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.

Washington

Washington Addendum to the Franchise Disclosure Document, Franchise Agreement and related agreements

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the

party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

Item 5 of the Franchise Disclosure Document, there are no uniform formulas or criteria for offering discounts on additional franchise purchases. This will be determined on a case-by-case basis by the franchisor.

Item 5 of the Franchise Disclosure Document and relevant provisions of the Franchise Agreement are revised such that, for franchises established in the state of Washington, the collection of initial franchise fees will be deferred until the franchisor has fulfilled its initial preopening obligations and the franchisee is open for business.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Washington Amendment to the JDog Carpet Cleaning & Floor Care Franchise Disclosure Document, Franchise Agreement, and Related Agreements on the same date as that on which the Franchise Agreement was executed.

FRANCHISOR:

JDOG CARPET FRANCHISING LLC

By: _____

Jerry Flanagan, CEO
(Print Name, Title)

FRANCHISEE:

By: _____

_____, _____
(Print Name, Title)

EXHIBIT G: Franchised Outlets as of February 28, ~~2023~~2024

Location			
<u>Douglas County*</u>	<u>CO</u>	<u>Jimmie Hamilton</u>	<u>jhamilton@jdog.com</u>
<u>Wilmington*</u>	<u>DE</u>	<u>Steve Flanagan</u>	<u>sflanagan@jdog.com</u>
<u>Haines City</u>	<u>FL</u>	<u>Marlon Quinn</u>	<u>mquinn@jdog.com</u>
<u>Ann Arbor</u>	<u>MI</u>	<u>Mark Aldrich</u>	<u>maldrich@jdog.com</u>
<u>Apex</u>	<u>NC</u>	<u>Hal Stamper</u>	<u>hstamper@jdog.com</u>
<u>Salem County</u>	<u>NJ</u>	<u>Joseph DeAngelo</u>	<u>jdeangelo@jdog.com</u>
<u>Gloucester County</u>	<u>NJ</u>	<u>Joesph DeAngelo</u>	<u>jdeangelo@jdog.com</u>
<u>Camden County</u>	<u>NJ</u>	<u>Joseph DeAngelo</u>	<u>jdeangelo@jdog.com</u>
Aston			
<u>Southern Chester CountySavannah</u>			
<u>Center CitySt. George</u>			
<u>Elgin</u>	<u>IL</u>	<u>Tommy Clevenger</u>	<u>tclevenger@jdog.com</u>
Eastern Main Line			
Western Main Line			
Drexel Hill			
<u>PottstownSouthern Chester County</u>			
<u>Glenside</u>	<u>PA</u>	<u>Tyler Mauk</u>	<u>tmauk@jdog.com</u>
<u>St. John'sGeorge</u>			
<u>Center City</u>			
<u>Palm Beach Gardens</u>	<u>FL</u>	<u>Jill Somers</u>	<u>jsomers@jdog.com</u>
<u>Highlands Ranch</u>	<u>CO</u>	<u>Zac Turner</u>	<u>zturner@jdog.com</u>
Franchise Agreements Signed but Outlet Not Opened as of			
<u>Avalon</u>	<u>NJ</u>	<u>Steve Flanagan</u>	<u>sflanagan@jdog.com</u>
<u>Pottstown</u>	<u>PA</u>	<u>Kyle Lepkowski</u>	<u>klepkowski@jdog.com</u>
Collegeville			
<u>Glenside</u>	<u>PA</u>	<u>Tyler Mauk</u>	<u>tmauk@jdog.com</u>
Lansdale			
<u>Battle CreekCumberland County</u>			
<u>Ann ArborAtlantic County</u>			
<u>WilliamsburgCape May County</u>			
<u>CaryBurlington County</u>			
<u>ColumbiaOcean County</u>			
<u>AppletonMonmouth County</u>			
Montevello			

Birmingham	A
Alpharetta Peachtree Corners	G
Sandy Springs	G
Hoover	A
JAX Beach	F

Listed below, is the name and last known telephone number and address of every franchisee who has had an outlet terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during the most recently completed fiscal year or has not communicated with the franchisor within 10 weeks of the disclosure document issuance date. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

<u>Location</u>		<u>Contact</u>	<u>Phone</u>
<u>Colonial Heights</u>	<u>VA</u>	<u>Cornelius Davis</u> Mustafa Browne	<u>201-344-5668</u>
Conshohocken	<u>PA</u>	<u>Jason Reali</u>	610-742-0368
Exton	<u>PA</u>	<u>Jason Reali</u>	610-742-0368
Western Main Line	<u>PA</u>	<u>Jason Reali</u>	610-742-0368
<u>Elgin</u>	<u>IL</u>	Tommy Clevenger <u>Ray Hill</u>	<u>847-345-2697</u>
<u>St. John's</u>	<u>FL</u>	<u>Fernando Garcia</u>	<u>904-485-3485</u>
<u>JAX Beach</u>	<u>FL</u>	<u>Fernando Garcia</u>	<u>904-485-3485</u>
<u>Palm Beach Gardens</u>	<u>FL</u>	<u>Jill Somers</u>	<u>321-591-2490</u>
<u>Caton* (transferred owner)</u>	<u>MI</u>	<u>Mark Aldrich</u>	<u>313-608-5819</u>
<u>Columbia</u>	<u>SC</u>	<u>Donald Nugent</u>	<u>803-348-2287</u>
<u>Peachtree Corners</u> Savannah	<u>GA</u>	<u>Andrew Edgett</u> Josh Polley	270-331-5660 <u>910-265-7278</u>
<u>Sandy Springs</u>	<u>GA</u>	<u>Andrew Edgett</u>	<u>910-265-7278</u>
<u>Hoover</u>	<u>AL</u>	<u>John Binzer</u>	<u>205-577-2911</u>
<u>Laurel</u>	<u>MD</u>	<u>Theodore Proia</u>	<u>240-472-0684</u>
<u>Appleton</u>	<u>WI</u>	<u>Catherine Petera</u>	<u>920-791-1128</u>
<u>Highland Ranch* (transferred owner)</u>	<u>CO</u>	<u>Zac Turner</u>	<u>303-927-8165</u>

EXHIBIT H: FINANCIAL STATEMENTS

~~THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAD AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THE CONTENT OR FORM.~~

EXHIBIT I: GENERAL RELEASE FORM

The following is our current general release language that we expect to include in a release that a franchisee and/or transferor may sign as part of a renewal or an approved transfer. We may, in our sole discretion, periodically modify the release.

*** The general release does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.**

GENERAL RELEASE

THIS GENERAL RELEASE is made and given on this ____ day of _____, 20____
by _____, (“RELEASOR”) a(n) _____
with an address at: _____,

in consideration of:

- _____ the execution by JDog Carpet Franchising, LLC (“RELEASEE”) of a successor Franchise Agreement or other renewal documents renewing the franchise (the “Franchise”) granted to RELEASOR by RELEASEE pursuant to that certain Franchise Agreement (the “Franchise Agreement”) between RELEASOR and RELEASEE; or
- _____ RELEASEE’S consent to RELEASOR’S assignment of its rights and duties under the Franchise Agreement; or
- _____ RELEASEE’S consent to RELEASOR’S assumption of rights and duties under the Franchise Agreement; or

and other good and valuable consideration, and accordingly RELEASOR hereby releases and discharges RELEASEE, RELEASEE’S officers, directors, shareholders and employees (in their corporate and individual capacities), and RELEASEE’S successors and assigns, from any and all causes of action, suits, debts, damages, judgments, executions, claims and demands whatsoever, known or unknown, in law or in equity, that RELEASOR and RELEASOR’S heirs, executors, administrators, successors and assigns had, now have or may have, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the date of this RELEASE arising out of or related to the Franchise or the Franchise Agreement, including, without limitation, claims arising under federal, state and local laws, rules and ordinances.

This General Release shall not be amended or modified unless such amendment or modification is in writing and is signed by RELEASOR and RELEASEE.

IN WITNESS WHEREOF, RELEASOR has executed this General Release as of the date first above written.

RELEASOR:

(type/print name of entity, if any)

By: _____

Name: _____

Title: _____

INDIVIDUALLY:

By: _____

Name: _____

STATE EFFECTIVE DATES

The following States require that a Franchise Disclosure Document be registered with the State or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.

The Franchise Disclosure Document is registered, on file or exempt from registration in the following States having Franchise Registration and Disclosure Laws with the following effective dates:

State	Effective Date
California	June 18, 2023 Pending
Hawaii	N/A
Illinois	June 19, 2023 Pending
Indiana	July 14, 2023 Pending
Maryland	Pending
Michigan	June 21, 2023 Pending
Minnesota	July 20, 2023 Pending
New York	Pending
North Dakota	July 25, 2023
Rhode Island	June 27, 2023 Pending
South Dakota	May 4, 2023 Pending
Virginia	August 15, 2023 Pending
Washington	Pending
Wisconsin	June 19, 2023 Pending

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.

EXHIBIT J: RECEIPT (Franchisor Copy)

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure documents and all agreements carefully.

If JDog Carpet Franchising, LLC offers you a franchise, it must provide this disclosure document to you 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.

[New York and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.]

[Michigan and Oregon require that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.]

If JDog Carpet Franchising, LLC 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 law and state law may have occurred and should be reported to the Federal Trade Commission in Washington, D.C. and the Pennsylvania Department of State.

Franchise seller(s) offering the franchise: JDog Carpet Franchising, LLC, Berwyn, PA, (844) 438-5364. Please identify any individual franchise seller who offered you a JDog Carpet Cleaning & Floor Care franchise

JDog Carpet Franchising, LLC authorizes the respective state agencies identified on Exhibit A to receive service of process for it in the particular state.

Jerry Flanagan JDog Carpet Franchising, LLC (844) 438-5364	Terry Corkery JDog Carpet Franchising, LLC (844) 438-5364
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This disclosure document was issued June ~~16, 2023~~28, 2024.

I received a disclosure document dated _____, June 28, 2024, which included the following Exhibits:

- A. State Administrators and Agents for Service of Process
- B. Franchise Agreement
- C. Manual Table of Contents
- D. EFT (Electronic Funds Transfer Agreement)
- E. Representations and Acknowledgment Statement
- F. State Specific Addenda
- G. Outlets
- H. Financial Statements
- I. General Release Form
- J. Receipts

Date Received: _____
(If other than date signed)

DATE: _____

(Signature of recipient)

(Printed name of recipient)

Legal residence address

EXHIBIT J: RECEIPT (Franchisee Copy)

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure documents and all agreements carefully.

If JDog Carpet Franchising, LLC offers you a franchise, it must provide this disclosure document to you 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.

[New York and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.]

[Michigan and Oregon require that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.]

If JDog Carpet Franchising, LLC 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 law and state law may have occurred and should be reported to the Federal Trade Commission in Washington, D.C. and the Pennsylvania Department of State.

Franchise seller(s) offering the franchise: JDog Carpet Franchising, LLC, Berwyn, PA, (844) 438-5364. Please identify any individual franchise seller who offered you a JDog Carpet Cleaning & Floor Care franchise

JDog Carpet Franchising, LLC authorizes the respective state agencies identified on Exhibit A to receive service of process for it in the particular state.

Jerry Flanagan JDog Carpet Franchising, LLC (844) 438-5364	Terry Corkery JDog Carpet Franchising, LLC (844) 438-5364
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Date Received: _____
(If other than date signed)

DATE: _____

(Signature of recipient)

(Printed name of recipient)

Legal residence address