

FRANCHISE DISCLOSURE DOCUMENT



CITY WIDE FRANCHISE COMPANY, INC.

a Kansas corporation
15230 W. 105th Terrace
Lenexa, KS 66219
866-887-4029
913-888-5151 FAX
www.gocitywide.com
franchisesales@gocitywide.com

CITY WIDE FRANCHISE COMPANY, INC., (“CITY WIDE”) is a franchise system offering commercial janitorial services, commercial janitorial supplies, carpet cleaning, window washing, construction clean-up, blind cleaning, hard surface floor care, pest control, upholstery cleaning, concrete coatings, and other commercial services to a variety of commercial customers, all of which are conducted in the territory in which Franchisee is designated to operate.

The total initial investment necessary to operate a CITY WIDE franchise ranges from ~~\$176,620~~ \$169,620 to \$372,000. This includes \$114,420 to \$165,500 that must be paid to the franchisor or its affiliate.

This Disclosure Document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to, CITY WIDE or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Jeffrey B. Oddo at 15230 W. 105th Terrace, Lenexa, KS 66219, 866-887-4029 ext. 125.

The terms of your contract will govern your franchise relationship. Don’t rely on this Disclosure Document alone to understand your contract. Read all of your contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as “*A Consumer’s Guide to Buying a Franchise*,” which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP, or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC’s home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

City Wide Window Washing Company, Inc., a Kansas corporation incorporated on July 15, 1987, engaged in commercial window washing and cleaning and other window services in the greater Kansas City Metropolitan Area since May 1987. This corporation's name was changed in April 2001 from City Wide Window Cleaning, Inc. The Corporation was originally incorporated in December 1968 and was dissolved in January 1976, and re-incorporated in 1987.

BASYS Processing, Inc., incorporated in the state of Kansas in April 2002, is engaged in the Kansas City area as a credit card processing company.

Areté Facility Maintenance, LLC, a Kansas limited liability company formed on October 26, 2016, which provides services to national clients in geographical areas where there are currently no CITY WIDE franchised businesses located or when a CITY WIDE franchised business refuses or is unable to provide such services.

City Wide Franchise Company of Canada, Inc., formed on October 1, 2018 under the British Columbia Business Corporations Act, which sells CITY WIDE franchises in Canada.

GO Arété Facility Solutions of Canada, Inc., incorporated under the Business Corporations Act on October 5, 2020, provides services to national clients throughout Canada in geographical areas where there are currently no CITY WIDE franchised businesses located or when a CITY WIDE franchised business refuses or is unable to provide such services.

Other than City Wide Franchise Company of Canada, Inc., none of the Affiliates has franchised any business in any other line of business, nor conducted a business of the type to be operated by the franchisee, except as set forth herein.

Description of Franchise

CITY WIDE grants you the right to operate one CITY WIDE franchise according to specifications, standards, and marketing techniques CITY WIDE developed (“**Franchised Business**”), under a franchise agreement (“**Franchise Agreement**”) attached to this Disclosure Document as **Exhibit B**. The CITY WIDE franchise system offers commercial janitorial services, commercial janitorial supplies, carpet cleaning, window washing, construction clean-up, blind cleaning, hard surface floor care, pest control, upholstery cleaning, concrete coatings, and other commercial services to a variety of commercial customers, all of which are conducted in the territory in which Franchisee is designated to operate.

The franchise operates under a system of methods, procedures, promotional and marketing methods, and other unique operating methods (“**System**”). The franchise will operate under the marks “CITY WIDE” and “CITY WIDE MAINTENANCE” and associated marks and trademarks that CITY WIDE designates as part of the System (“**Marks**”). Franchisees are offered the right to operate in a protected territory (“**Designated Territory**”).

Market Competition

The market which you will serve is located in commercial and government office buildings, retail stores and other commercial buildings within your Designated Territory. As of the date of this Disclosure Document, the market for commercial janitorial services, carpet cleaning, window washing, and maintenance services for commercial and retail buildings is highly competitive. You will be competing with independent janitorial and maintenance services offering similar services. Some of these

Type of Fee ¹	Amount	Due Date	Remarks
	involving national accounts.	previous month's Gross Sales.	
Marketing Fund	<u>Up to</u> 1% of total Gross Sales, or as set forth in the Operating Manual.	Same as Royalty Fee.	The Marketing Fund is used to pay CITY WIDE's costs of producing support materials and similar activities for your local advertising and marketing programs and developing national and regional opportunities through the National Business Development Program.
Local Advertising	\$1,200 per year	When incurred	You must spend at least this amount per year for advertising and promoting the Franchised Business in your local market.
Late Fee	The greater of \$30 or 10% APR of balance due, or highest interest rate allowed by law.	On payment of past due amount.	If you are late in making any two payments of the Royalty Fee or Marketing Fee, CITY WIDE may require you to pay by bank draft or wire transfer. ACH withdrawal is required. Interest begins accruing from the date of underpayment.
Accounting Services Fee	\$1,500 per month for the first twelve months of operations.	Same as Royalty Fee.	Payable via ACH to CITY WIDE. You are required to use Franchisor's financial reporting, bookkeeping and other accounting services for your Franchised Business for the first twelve months after you have completed the initial training program. This amount might be higher if you voluntarily elect additional services. (See ITEM 11).
IT Services Fee	\$120 - \$500 per user per month for the first thirty-six months of operations for ongoing IT desktop services and support. Additional Laptop Hardware will be procured, configured and charged at then Market Rates.	Payable monthly by the 10th day of the next month, commencing with the date Franchise Agreement is fully executed.	Payable via ACH to CITY WIDE. You are required to use Franchisor's IT services for your Franchised Business for the ongoing support once you begin the initial training program for the first thirty-six months from the date of the fully signed Franchise Agreement. This amount might be higher if you voluntarily elect additional services, hardware, software and/or peripherals. (See ITEM 11).
Non-sufficient Funds	\$30 plus interest at the highest	When incurred	Payable to CITY WIDE.

Type of Fee ¹	Amount	Due Date	Remarks
Fee	rate permitted by applicable state law for each day amount is then past due		
Business Development Center	\$3,500 per month (per one 20 hour call block per week) plus bonus and commissions, for the first twelve months of operations.	Same as Royalty Fee.	Payable via ACH to CITY WIDE. You are required to use the Business Development Center for business development purposes for your Franchised Business for the first twelve months after you have completed the initial training program (See ITEM 11).
Transfer Fee	The lesser of \$25,000 or 10% of the purchase price.	Due before approved transfer of Franchise.	The Transfer Fee is in addition to any initial fees payable by the transferee under the current form of franchise agreement (including the Initial Fees). No Transfer Fee is assessed for a transfer to your survivor or the transfer of the Franchised Business by you as an individual or partnership to a corporation controlled by you.
Resale Marketing Fee	The greater <u>lesser</u> of \$25,000 or 10% of the purchase price, plus any applicable broker fee payable to a third party.	Upon billing by CITY WIDE.	Payable to CITY WIDE for providing assistance in locating a buyer for the Franchised Business upon your request. This is in lieu of the Transfer Fee. This fee is exclusive of any fee that might be payable to a broker, which payment will be your responsibility.
Audit	Amount of underpayment, plus interest at highest legal rate, not to exceed 10%. If underpayment is 2% or more, you must reimburse CITY WIDE for its audit costs. Audit costs may run as much as \$6,000.	Upon billing by CITY WIDE.	Payable only if audit shows an understatement of at least 2% of Gross Sales for any month.
Successor Fee	50% of the then current Initial Franchise Fee.	At the time of signing the Successor Franchise Agreement.	None
Additional Franchisee In-Person Training or On-site Assistance or Supervision	\$500 per day plus actual expenses.	At time of training.	Payable if you request or require additional training or request on-site assistance or supervision, for yourself or any of your personnel. These charges may vary based upon the actual time spent by CITY WIDE's staff and the duration

Type of Expenditure ¹	Amount	Method of payment	When Due	To Whom Payment is to be Made
Utility and Security Deposits ⁹	\$0 to \$3,000	As Arranged	Before Opening	Landlord and Utility Companies
Furniture, Fixtures, and Equipment ¹⁰	\$2,000 to \$18,000	As Arranged	Before Opening	Approved Suppliers and Vendors
Computer Hardware, Software, Peripherals and Licensing Fees ¹¹	\$2,000 to \$9,000	As Arranged	Before Opening	CITY WIDE
IT Support Services ¹²	\$120 - \$500 per user per month for the first thirty-six months of operations for ongoing IT desktop services and support.	Monthly	At training	CITY WIDE
Accounting Services ¹³	\$1,500	Monthly	Upon Opening	CITY WIDE
Business Development Services ¹⁴	\$3,500 to \$10,500	Monthly	Upon Opening	CITY WIDE
Technology Development Fee ¹⁵	\$2,200 to \$3,000	As Arranged	As Incurred	CITY WIDE
Office Supplies and Stationery ¹⁶	\$100 to \$1,000	As Arranged	As Arranged	CITY WIDE
Recruitment Advertising ¹⁷	\$4,500 to \$18,500	As Arranged	As Arranged	Various Providers
Insurance ¹⁸	\$2,500 to \$6,500	Installment/As Arranged	Monthly/As Arranged, A Portion Before Opening	Insurance Company
Payroll Service ¹⁹	\$1,500 to \$5,000	As Arranged	As Incurred	Required Suppliers
Professional Fees and License Fees ²⁰	\$3,000 to \$10,000	As Arranged	As Incurred	Approved Suppliers, Governmental Agencies, Accountants, Attorneys
Additional Funds ²¹	\$21,000 to \$100,000	As Incurred	As Incurred	Various Provider
TOTAL	\$173,620169,620 to \$372,000			

NOTES:

(1) **Type of Expenditure:** All fees are uniformly imposed by and are payable to CITY WIDE, unless otherwise noted. Any interest owed begins to accrue from the date of underpayment. No other fees or payments are to be paid to CITY WIDE, nor does CITY WIDE impose or collect any other fees or payments for any third party. Any fees paid to CITY WIDE are nonrefundable unless otherwise noted. Any fees paid to any third party may be refundable, depending upon the contracts, if any, between a third party and you. CITY WIDE relied on its own experience in the business, and that of CITY WIDE's Affiliates, to compile these estimates. You should review these estimates carefully with a business advisor before making any decisions to purchase the Franchised Business.

WIDE does not respond to your request within that time, your proposed Location will be deemed disapproved.

CITY WIDE evaluates proposed Locations based upon factors such as population, demographic characteristics, general location, co tenancy, economics, and physical appearance. Even though CITY WIDE may offer assistance, it is your responsibility to secure the premises for the Location of your Franchised Business prior to the Opening Date. [You must secure an office site and obtain site approval from us within 120 days of the signing of the Franchise Agreement](#)

You must secure an acceptable Location prior to commencing any business or promotional activities. If you fail to secure an acceptable Location, CITY WIDE may terminate the Franchise Agreement and refund to you your Initial Franchise Fee, less training and other expenses incurred by CITY WIDE, which will not exceed \$10,000.

CITY WIDE anticipates the time between signing the Franchise Agreement and opening for business is likely to range from 30 to 120 days, depending on various factors like ease of obtaining equipment and licenses. You will commence operation of the Franchised Business not later than 120 calendar days after the execution and acceptance of the Franchise Agreement. (See Section 7 of the Franchise Agreement)

Training Programs (See Section 4.1 of the Franchise Agreement)

At least one week prior to scheduling the initial training program, you must successfully complete an online “CITY WIDE University Training Program.”

Before you begin operating the Franchised Business, you must attend, and complete the mandatory initial training program. You, or a person designated by you (Owner, General Manager, Director of Operations), must complete the mandatory initial training program, to our satisfaction within approximately 10 weeks of signing the Franchise Agreement. All training must be completed to CITY WIDE’s satisfaction. If you and your employees do not satisfactorily complete the training program, City Wide may terminate the Franchise Agreement.

TRAINING PROGRAM

The initial training program consists of the following:

Subject	Hours of Classroom Training¹	Hours of On-the-Job Training²	Location
Owner/GM Guide	8	0	Kansas City Metropolitan Area or virtual
Contract Sales & Bidding	48	0	Kansas City Metropolitan Area or virtual
Operations Quality Control	8	0	Kansas City Metropolitan Area or virtual
Cleaning	8	0	Kansas City Metropolitan Area or virtual
Office Administration	4	0	Kansas City Metropolitan Area or virtual
Accounting and Financial	4	0	Kansas City Metropolitan Area or virtual
Getting Started	4	0	Kansas City Metropolitan Area or virtual

(2) The Corporate Location was not subject to the Royalty Fee, Marketing Fee, or any other fees due to CITY WIDE under the Franchise Agreement. However, the Net Royalty Fee and Net Marketing Fee have been included in this table to account for the differences between a company-owned outlet and an operational franchise outlet.

(3) The Average Monthly Contract Gross Sales is the average monthly gross sales recognized from sales with an annual contract.

(4) The Average Monthly Non-Contract Gross Sales is the average monthly gross sales recognized from one-time services or supply sales.

(5) The Annual Gross Sales is calculated by adding the Monthly Contract Gross Sales and the Monthly Non-Contract Gross Sales generated by the business over the entire year.

(6) The Direct Labor Cost as a Percentage of Gross Sales is the percentage of the gross sales related to the cost of the contractor or employee(s) performing the services.

(7) The Gross Margin as a Percentage of Gross Sales is the percentage of the Annual Gross Sales remaining after deducting the labor and merchandise costs from the Annual Gross Sales.

(8) The Operations Expense as a Percentage of Gross Sales is the percentage of the Annual Gross Sales that is related to the expense of the operations staff managing the various sales.

(9) The Sales Expense as a Percentage of Gross Sales is the percentage of the Annual Gross Sales that is related to the cost of the sales staff that generates the various sales.

(10) The General and Administrative Expenses as a Percentage of Gross Sales is the percentage of the Annual Gross Sales that is related to the general and administrative expenses to run the business, including but not limited to accounting, human resources, information technology, office supplies, and facilities.

(11) You must receive approval from CITY WIDE before selling any product or service other than CITY WIDE's authorized services or products.

(12) Allowances should also be made for legal, accounting, loan interest and other additional costs not reflected in this financial performance representation.

Some outlets have sold this amount. Your individual results may differ. There is no assurance you'll sell as much.

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Other than the preceding financial performance representation, CITY WIDE 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 franchisors management by contacting Jeffrey B. Oddo at 15230 W. 105th Terrace, Lenexa, KS 66219, 866-887-4029 ext. 125, the Federal Trade Commission, and the appropriate state regulatory agencies.

The following independent franchisee organization has asked to be included in this disclosure document. CW Strategic Partners Association, Inc. (“CWA”) is a nonprofit corporation incorporated under Florida law and is formed as an independent franchisee association of City Wide franchisees. The address, telephone number, and email address of CWA is as follows:

CW Strategic Partners Association, Inc.
8950 9th Street North, Suite 103
St. Petersburg, FL 33702
4
02-331-1000
admin@cwstrategic.org

ITEM 21
FINANCIAL STATEMENTS

Attached to this Franchise Disclosure Document as **Exhibit A** are [the unaudited financial statements as of June 30, 2024, as well as](#) the audited financial statements of CITY WIDE for the fiscal years ending on December 31, 2021, December 31, 2022 and December 31, 2023, with the independent auditor’s reports attached.

ITEM 22
CONTRACTS

The following agreements are attached as exhibits to this Franchise Disclosure Document:

- Exhibit B: Form of Franchise Agreement
Attachment A: Guaranty and Assumption of Obligations
Attachment B: Designated Territory
Attachment E: Confidentiality Agreement
Attachment F: Non-Compete Agreement
Attachment G: Acknowledgement Regarding Ownership
Attachment H: ACH Recurring Payment Authorization Form
Attachment I: SBA Addendum
Attachment J: Successor Addendum
Attachment K: Business Development Center Agreement
Attachment L: Accounting Services Agreement
Attachment M: IT Services Agreement
- Exhibit G: State Specific Addenda
Exhibit H: Form of General Release
Exhibit J: Statement of Franchisee

ITEM 23
RECEIPT

The last page of this Disclosure Document, **Exhibit J**, is a detachable Receipt to be signed by you, dated, and delivered to CITY WIDE. A copy of the Receipt for your records is also included in **Exhibit J**.

Franchisee desires to operate and has applied for a franchise to operate a business or facility according to the CITY WIDE System and using the Marks, and CITY WIDE has approved Franchisee's application in reliance upon all of representations made in Franchisee's application; and

Franchisee desires, upon the terms and conditions contained in this Agreement, to enjoy the benefits of operating under the System and of using the Marks and to be licensed to conduct the Franchised Business in strict accordance with the standards and specifications of the System; and

Franchisee acknowledges that it is essential to the maintenance of the high standards of the System, and to the preservation of the integrity of the System, Marks, and goodwill of CITY WIDE, that each franchisee in the System maintain and adhere to certain uniform standards, procedures and policies described in this Agreement, and operate the Franchised Business in strict conformity with the CITY WIDE standards and specifications; and

CITY WIDE is willing to grant Franchisee a license under the System and the Marks to operate a Franchised Business, subject to Franchisee's strict compliance with the terms and conditions of this Agreement; and

CITY WIDE expressly disclaims the making of, and Franchisee acknowledges that Franchisee has not received nor relied upon, any warranty or guaranty, express or implied, as to: (a) the validity, exclusive ownership or enforceability of any Mark; (b) the validity or enforceability of any copyright, patent, or trade secret; ~~or (c) the revenues, profits or success of the business venture contemplated by this Agreement. Franchisee acknowledges that Franchisee has read this Agreement and CITY WIDE's Franchise Disclosure Document and that Franchisee has no knowledge of any representation by CITY WIDE, or its officers, directors, shareholders, employees, or agents that are contrary to the statements made in CITY WIDE's Franchise Disclosure Document or to the terms of this Agreement.~~

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt of which is acknowledged, the parties to this Agreement agree as follows:

The Recitals stated above are incorporated herein by reference into this Agreement.

SECTION 1. Grant of Franchise

1.1 Subject to all the terms and conditions contained in this Agreement, CITY WIDE grants Franchisee the exclusive right and license to operate a Franchised Business using the System, Software (as defined in Section 11), and Marks solely in the territory ("**Designated Territory**") as outlined in **Attachment B**, which is attached to and made a part of this Agreement by reference. Franchisee accepts such right and license, subject to such terms and conditions, and agrees to operate the Franchised Business and to use the System, Software and Marks solely in connection with the Franchised Business.

1.2 So long as this Agreement is in force and effect and Franchisee is not in material default under any of its terms, Franchisee will have the exclusive right to operate a Franchised Business in the Designated Territory. Other than in the Designated Territory described in **Attachment B**, CITY WIDE may itself operate or license to others the right to operate Franchised Businesses utilizing the System and the Marks.

1.3 The CITY WIDE System is a comprehensive system for operating businesses under the trade name and service mark "CITY WIDE" and "CITY WIDE FACILITY SOLUTIONS" respectively,

for the inaccuracy or inadequacy of the same. CITY WIDE FRANCHISE COMPANY, INC. will not share in any of the proceeds of this offering and makes no recommendation respecting the advisability of purchasing the investment contemplated by this offering.

13.10.3 Franchisee agree to indemnify and hold CITY WIDE, its officers, directors, employees, and agents harmless from any and all claims, demands, or liabilities arising from the offer or sale of such securities, whether asserted by a purchaser of any such securities or by a government agency. CITY WIDE will have the right to defend any such claims at Franchisee's expense.

13.11 CITY WIDE's Resale Assistance. If Franchisee requests CITY WIDE's assistance in locating a prospective buyer for the Franchised Business, CITY WIDE may, at CITY WIDE's sole option, provide assistance in accordance with the policies and procedures set forth in the Operating. CITY WIDE charges a fee ("**Resale Marketing Fee**") to Franchisee equal to the ~~greater~~lessor of \$25,000 or 10 percent (10%) of the sales price and any applicable third-party broker fee. Such amount will be in lieu of the Transfer Fee. If CITY WIDE elects to assist Franchisee in finding a buyer for the Franchised Business in any way, CITY WIDE makes no promises or commitments to Franchisee that a buyer will be located or that anyone will be willing to purchase the Franchised Business at a price that is acceptable to Franchisee. CITY WIDE reserves the right to reject any proposed sale based on CITY WIDE's determination, in CITY WIDE's sole discretion, that the purchase price or purchase terms agreed to between Franchisee and any prospective buyer is excessive or will not enable the buyer to succeed as a franchisee in the Franchised Business, and by requesting CITY WIDE's assistance Franchisee waives any liability claims it may have against CITY WIDE for such rejection.

SECTION 14. Default and Termination

14.1 Immediate Termination. Franchisee will be deemed to be in default subject to immediate termination under this Agreement, without prior notice of the default from CITY WIDE and without an opportunity to cure the default, if any of the following events occur:

14.1.1 If Franchisee becomes insolvent or make a general assignment for the benefit of creditors, or if a petition in bankruptcy is filed by or against Franchisee and is not released within sixty (60) days or is consented to by Franchisee, or if Franchisee are adjudicated a bankrupt, or if a bill in equity or other proceeding for the appointment of a receiver or other custodian for Franchisee or the Franchised Business or assets is filed and consented to by Franchisee, or if a receiver or other custodian (permanent or temporary) of the Franchised Business or a substantial part of the assets is appointed by any court of competent jurisdiction, or if a proceeding for a compromise with creditors under any state or federal law is instituted by or against Franchisee; or

14.1.2 If a final judgment against Franchisee remains unsatisfied or of record for ninety (90) days or longer (unless a supersedeas bond is filed), or if execution is levied against the Franchised Business or property, or suit to foreclose any lien or mortgage against Franchisee's Location or equipment is instituted against Franchisee and not dismissed within ninety (90) days; or

14.1.3 If any of Franchisee's real or personal property will be sold after levy upon it by any sheriff, marshal, or constable; or

14.1.4 If Franchisee or any officer, director, stockholder, or general partner of Franchisee is convicted of or admits to the commission of any felony or crime involving moral turpitude

ITEM 17 of the Franchise Disclosure Document is hereby amended to the extent required under the Maryland Franchise Registration and Disclosure Laws.

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.*).

Sections 30.1 through 30.4 and 30.6 of the Franchise Agreement are hereby deleted in their entirety.

Section 30.7 of the Franchise Agreement is hereby deleted in its entirety and replaced with the following:

"NOTHING IN THIS AGREEMENT, OR ANY RELATED AGREEMENT IS INTENDED TO DISCLAIM THE REPRESENTATIONS MADE IN THE FRANCHISE DISCLOSURE DOCUMENT, ITS EXHIBITS AND AMENDMENTS."

Exhibit I to the Franchise Disclosure Document, The Statement of Franchisee is hereby deleted in its entirety.

~~The Franchise Agreement contains provisions requiring you to acknowledge certain statements which are prohibited by Maryland law, including acknowledgements that: you have read or understand the franchise disclosure document or any exhibit; you understand the risks associated with the purchase of the franchise; no representations outside of or different from any representation in the disclosure document or any exhibit are binding; the success of the franchise is dependent solely or primarily on you; and you have had the opportunity to consult with professional advisors. These specific provisions within Section 30 of the Franchise Agreement are omitted as prohibited statements under Maryland law.~~

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 by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed 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.

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

State	Effective Date
California*	Exempt
Hawaii	
Illinois*	Exempt
Indiana*	Exempt
Maryland*	Exempt
Michigan	April 12, 2024
Minnesota	
New York*	
North Dakota*	Exempt
Rhode Island*	Exempt
South Dakota	May 6, 2024
Virginia	July 2, 2024
Washington*	Exempt
Wisconsin	May 6, 2024

*Large Franchise Exemptions

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.

In all other states, the effective date of this Franchise Disclosure Document is the issuance date of.