



Franchise Disclosure Document

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MaidPro Franchise Corporation
A Massachusetts corporation
77 North Washington Street
Boston, MA 02114
(617) 742-8787
Mark@maidpro.com
www.maidpro.com



The franchisee will operate a MAIDPRO Franchised Business which provides residential and commercial cleaning services and other related services.

The total investment necessary to begin operation of a MAIDPRO Select Market Franchised Business is from \$30,389 to \$57,149, which includes the \$7,900 to be paid to the franchisor. The total investment necessary to begin a MAIDPRO Select Market Franchised Business if you are a qualified service veteran of the United States armed forces is \$27,389 to \$54,149, which includes \$4,900 that must be paid to the franchisor. The total investment necessary to begin a MAIDPRO Select Market Conversion Franchised Business is \$22,489 to \$49,249, which includes the waiving of the franchise fee that must be paid to the franchisor.

The total investment necessary to begin operation of a MAIDPRO Enterprise Market Franchised Business is from \$75,349 to \$114,809, which includes the \$21,500 to be paid to the franchisor. The total investment necessary to begin a MAIDPRO Enterprise Market Franchised Business if you are a qualified service veteran of the United States armed forces is \$72,349 to \$111,809, which includes \$18,500 that must be paid to the franchisor. The total investment necessary to begin a MAIDPRO Enterprise Market Conversion Franchised Business is \$53,849 to \$93,309, which includes the waiving of the franchise fee that must be paid to the franchisor.

This disclosure document summarizes certain provisions of your Franchise Agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no government agency has verified the information contained in the 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 Mark Kushinsky, Chief Executive Officer at 77 North Washington Street, Boston, Massachusetts 02114, Telephone 617-742-8787.

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

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

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

Issuance date: March 31, 2014

STATE COVER PAGE

Your state may have a franchise law that requires a franchisor to register or file with a state franchise administrator before offering or selling in your state. REGISTRATION OF A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE.

Call the state franchise administrator listed in Exhibit A for information about the franchisor, or about franchising in your state.

MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES. YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS TO CONTINUE TO OPERATE YOUR BUSINESS. BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT TO RENEW.

Please consider the following RISK FACTORS before you buy this franchise:

1. THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY ARBITRATION ONLY IN MASSACHUSETTS. OUT-OF-STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST MORE TO ARBITRATE WITH US IN MASSACHUSETTS THAN IN YOUR OWN STATE. FOR THOSE CLAIMS THAT CANNOT BE SUBMITTED TO ARBITRATION THE FRANCHISE AGREEMENT REQUIRES YOU TO SUE US ONLY IN MASSACHUSETTS. OUT OF STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO SUE US IN MASSACHUSETTS THAN IN YOUR HOME STATE.
2. THE FRANCHISE AGREEMENT STATES THAT MASSACHUSETTS LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
3. YOU MUST PAY US MINIMUM ROYALTY FEES, EVEN IF YOUR FRANCHISED BUSINESS DOES NOT GENERATE ANY REVENUE.
4. YOUR SPOUSE AND THE SPOUSES OF ANY OF YOUR OFFICERS, DIRECTORS, PARTNERS, SHAREHOLDERS, AND THE MANAGER OF YOUR FRANCHISED BUSINESS MUST SIGN A CONFIDENTIALITY AND NON-COMPETITION AGREEMENT EVEN IF THEY ARE NOT INVOLVED IN THE OPERATION OF THE FRANCHISE. SPOUSES ARE PROHIBITED FROM OWNING, OPERATING OR PERFORMING SERVICES FOR A COMPETING BUSINESS DURING THE TERM OF THE AGREEMENT.
5. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

Effective Date: See the next page for state effective dates.

(FOR STATE ADDENDA AND AMENDMENTS, SEE EXHIBIT “D”)

STATE EFFECTIVE DATES

The following states 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.

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:

<u>State</u>	<u>Effective Date</u>
California	April 7, 2014
Hawaii	April 4, 2014
Illinois	April 2, 2014
Indiana	March 28, 2014
Maryland	
Michigan	March 29, 2014
Minnesota	April 5, 2014
New York	May 1, 2014
North Dakota	December 15, 2013, as amended April 22, 2014
Rhode Island	April 24, 2014
South Dakota	April 2, 2014
Virginia	July 7, 2013, as amended May 27, 2014
Washington	April 18, 2014
Wisconsin	March 27, 2014

In all other states, the effective date of this Franchise Disclosure Document is the issuance date of March 31, 2014

NOTICE REQUIRED UNDER HAWAIIAN FRANCHISE LAW

THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OR ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

**NOTICE REQUIRED
BY
STATE OF MICHIGAN**

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, according to the Michigan Department of Attorney General, Consumer Protection Division (the “Division”), the provisions are void and cannot be enforced against you:

- (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 by the Michigan Franchise Investment Law. 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 subsection does not require a renewal provision.
- (f) A provision requiring that arbitration or litigation be conducted outside the State of Michigan. 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 value 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) above.

(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 of Michigan does not constitute approval, recommendation, or endorsement by the Attorney General.

Any questions regarding this notice should be directed to:

Franchise Administrator
Consumer Protection Division
Antitrust and Franchise Unit
Michigan Department of Attorney General
670 Law Building
Lansing, Michigan 48913
(517) 373-7117

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Item 1
THE FRANCHISOR AND ANY PARENT, PREDECESSORS AND
AFFILIATES

To simplify the language in this Disclosure Document, “MaidPro” or “we” refers to MaidPro Franchise Corporation, the franchisor. “You” means the person or any corporation, partnership or legal entity who buys the franchise, including the franchisee’s owners and partners.

We are a Massachusetts corporation that was incorporated on August 1, 1996. Our principal business address is 77 North Washington Street, Boston, MA 02114. We conduct business under our corporate name, under the trade name and service mark “MaidPro”, URLs, domain names, website addresses, email addresses, digital cellular addresses, wireless web addresses and the like (“e-names”) and associated logos, designs, symbols and trade dress (collectively, the “Marks”).

We have no parent or predecessors.

Our affiliate, MaidPro, Inc., provides residential and commercial cleaning services. MaidPro, Inc.’s principal business address is 77 North Washington Street, Boston, MA 02114. MaidPro, Inc. and we have common owners. MaidPro, Inc. was incorporated in Massachusetts on June 7, 1993.

Neither we, nor our affiliate nor any of our officers or the officers of our affiliate currently operates any other types of businesses which offer franchises or provide products or services to our franchisees. Except as provided above, we have no parent, predecessor or affiliates required to be disclosed in this Item 1. We have been offering franchises since February 1, 1997. We have not offered franchises in any other line of business.

Please refer to Exhibit A for agent for service of process.

We currently have 172 MaidPro franchised offices providing residential and commercial cleaning and other related services to individuals and businesses within designated service areas. MaidPro, Inc. currently operates 1 affiliate-owned office in Massachusetts.

We franchise the right to provide our cleaning and other related services to the public.

We also offer conversion franchises to individuals and entities that have offered cleaning services similar or identical to the Franchised Business for at least six months and that have generated more than \$25,000 in sales during that six month period in that business. Conversion franchisees will sign the Franchise Agreement and Conversion Franchise Agreement. All terms of the Franchise Agreement will apply to the conversion franchisee unless otherwise specified in this Disclosure Document

Your competition may include other cleaning companies or services and self-employed individuals.

During the past 23 years our affiliate, MaidPro, Inc., has operated its home office in Boston, Massachusetts, similar to the franchised offices being offered. All offices are located in urban or suburban areas and generally serve households having individuals with joint incomes greater than \$75,000 and the general business community. We are a year round business.

There are no regulations specific to our industry that will affect the operation of your Franchised Business, other than those laws and regulations that apply to all businesses in general.

Item 2 BUSINESS EXPERIENCE

Chairman Board of Directors & Chief Executive Officer- Mark Kushinsky

Since April 10, 2008 Mark Kushinsky has been Chairman of our Board of Directors. Prior from August 1, 1996 to April 10, 2008, Mr. Kushinsky was our President and a Director. From February 1996 to 2009, Mark Kushinsky was President and a Director of Insight Direct, Inc. From August 1991 to April 10, 2008 Mr. Kushinsky was President and a Director of MaidPro, Inc. On April 10, 2008 he was elected Chairman of MaidPro Inc.'s Board of Directors.

Director & President - Richard Sparacio

Since April 10, 2008 Richard Sparacio has been our President and a Director. Prior from August 1, 1996 to April 10, 2008, Mr. Sparacio was our Vice President and a Director. Mr. Sparacio currently focuses on developing skills of the MaidPro offices. He works closely with every office as they start their new business. From November 1991 to April 10, 2008, Richard Sparacio was Vice President and a Director of MaidPro, Inc. On April 10, 2008 he was elected President of MaidPro, Inc.

Vice President, Planning & Development- Charles Lynch

Since April 2009 to the present date Charles Lynch has served as our Vice President of Planning & Development. Prior from September 2001 to April 2009 Mr. Lynch served as our Director of Strategic Planning. Mr. Lynch works closely with all potential franchisees through our discovery process.

Vice President, Strategy, R&D and Technology - Jeff Wechsler

Since May 2009 to the present date Jeff Wechsler has served as our Vice President of Strategy, R&D and Technology. Prior from May 2006 to May 2009 Jeff served as our Director of Research & Development.

Vice President, Consumer Marketing - James Doyle

James Doyle joined us in May 2005. James initially served as our Marketing Manager from May 2005 to June 2009. In June 2009 he was appointed to his current role as Director of Marketing and Sales.

Chief Cleaning Officer- Melissa Homer

Since December 2011 to present date Melissa Homer has served as our Chief Cleaning Officer. Prior from March 2010 to December 2011 Melissa served as our Director of Consulting. Previously from December 2004 to March 2010 Melissa served as our Director of New Franchisee Development. Before joining MaidPro from 1996 to 2004 Melissa worked for Proctor & Gamble as their New England Janitorial / Sanitation Account Manager for the P&G Professional Line of cleaning products.

Business Development & Training Consultant- Ryan Rabideau

Ryan Rabideau joined us in June 2010. Before joining us from May 2008 to May 2010 Ryan worked at Insight Direct, Inc., a software company located in Boston, Massachusetts, as a Deployment Coach.

Item 3 LITIGATION

Maria Alvarado v. MaidPro Franchise Corporation (Circuit Court of Montgomery County, Maryland, Civil Case No. 383035-V) On October 16, 2013, Plaintiff Maria Alvarado, a former franchisee, filed suit claiming that she bought a MaidPro franchise from another person and executed a Promissory Note to pay for the franchise with payments going to MaidPro for money owed to MaidPro by seller. Plaintiff claims that MaidPro breached its contract by (1) failing to pay the former franchisee, (2) unilaterally increasing the fees it claimed were due from Plaintiff, and (3) terminating the franchise. Plaintiff also claims that MaidPro tortiously interfered with contractual relations by notifying Plaintiff's customers that another franchisee would be providing service to them. On December 27, 2013, MaidPro answered and filed a counterclaim (MaidPro Franchise Corporation v. Maria Alvarado and Veronica Alvarado) against Plaintiff and a third party complaint against Veronica Alvarado, daughter of Plaintiff and manager of the former franchise. MaidPro denied Plaintiff's claims stating that it terminated Plaintiff's franchise agreement in accordance with the terms of the franchise agreement. MaidPro claims that Plaintiff breached the franchise agreement and that by continuing to service MaidPro customers Plaintiff and Veronica Alvarado intentionally interfered with prospective business relations, misappropriated trade secrets, infringed on MaidPro's trademarks, and engaged in unfair competition. Plaintiff seeks compensatory damages, liquidated damages, treble damages and punitive damages, costs and attorney's fees and estoppel of the alleged unlawful practices. MaidPro seeks money damages, injunctive relief and attorney's fees and costs. A Consent Order was entered on October 30, 2013 enjoining Alvarado from operating as a franchisee and to comply with all the post- termination obligations of the franchise agreement. On March 4, 2014, Plaintiff and Veronica Alvarado filed their answers to MaidPro's complaints denying MaidPro's allegations against them.

Concluded Matter:

Jaclyne Brown v. MaidPro Collegeville, Zook Industries, LLC and MaidPro Franchise Corporation (United States District Court for the Eastern District of Pennsylvania, Civil Action No. 13-cv-2813) On June 28, 2013, the Plaintiff Jaclyne Brown, a former employee of Zook Industries, LLC, a MaidPro franchisee, filed suit contending that she was not paid for all hours worked and not paid overtime in violation of federal and state wage and overtime laws by Zook Industries, LLC. Plaintiff claims that MaidPro created and implemented illegal payroll policies of its franchisees and was the employer of plaintiff. Plaintiff asserts that all current and former employees of all franchisees have not been paid correctly under the applicable minimum wage and overtime laws and seeks to bring a collective action and a class action on their behalf. Plaintiff also claims that MaidPro engaged in an illegal enterprise to defraud individuals of wages owed for hours worked. Plaintiff seeks compensatory damages, liquidated damages, treble damages and punitive damages, costs and attorney's fees and estoppel of the alleged unlawful practices. On August 29, 2013, MaidPro filed a Motion to Dismiss the Amended Complaint against MaidPro on the grounds that MaidPro was not the employer of Plaintiff and it does not dictate the wages and overtime policies and practices of its franchisees. The case was resolved with the franchisee paying Plaintiff the sum of \$40,000.00 to resolve all of Plaintiff's wage and discrimination claims against it and Plaintiff agreeing that MaidPro was not liable for the payment of any sums to Plaintiff, did not employ her and had no involvement with her employment.

Other than these two actions, no litigation is required to be disclosed in this Item.

Item 4 BANKRUPTCY

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

Item 5 INITIAL FEES

We offer a choice of market types, based on the number of qualified households of the operating territory. The minimum initial franchise fee and the minimum number of qualified households in the exclusive operating territory for both markets offered are as follows:

Market Type	Initial Franchise Fee	Minimum Qualified Households in Operating Territory
Select	\$7,900	9,000
Enterprise	\$21,500	25,000

The initial cost of your franchise is broken down into two segments; a franchise fee of \$7,900 or \$21,500 depending on operating territory size, and the optional purchase of additional territory over and above the minimum qualified households listed above.

The initial franchise fee of a Select Market Franchised Business includes up to 9,000 qualified households. The initial franchise fee of an Enterprise Market Franchised Business includes 25,000 qualified households. See Item 12 for a full description of a Qualified Households and Territory. Each additional qualified household costs \$0.85 and that cost will be added to the initial franchise fees set above.

You must pay the initial franchise fee for an Enterprise Market franchise in one lump sum when you sign the franchise agreement. You may pay the initial franchise fee for a Select Market franchise in one lump sum when you sign the franchise agreement or if you are creditworthy we may offer to finance \$5,000 of the initial franchise fee. These fees are uniform but may change in the future. All fees are fully earned and non-refundable.

If you are a conversion franchise, you must complete our Conversion Franchise Application. If your application is approved, you will sign the Conversion Franchise Agreement, and based on your prior year's annual sales volume your franchise fee will be waived. If your sales volume for the prior six months is a minimum of \$25,000 but less than \$75,000 you will be granted a Select Market Franchised Business without the payment of the franchise fee but you will still have to pay \$0.85 per each qualified household purchased over 9,000 qualified households. If your sales volume for the prior six months exceeds \$75,000 you will be granted an Enterprise Market Franchised Business without the payment of the franchise fee but you will still have to pay \$0.85 per each qualified household purchased over 25,000 qualified households. (Conversion Franchise Agreement, Sections 2 and 3)

We also participate in the International Franchise Association's VetFran program. If you are a qualified veteran of the United States armed forces, the base franchise fee for a Select Market Franchised Business is \$4,900. If you are a qualified veteran of the United States armed forces, the base franchise fee for an Enterprise Market Franchised Business is \$18,500.

We pay a referral fee to any current franchisee for each candidate referred to us who meets our qualifications and signs a franchise agreement. Currently the fee is as follows:

First referral: \$1,500.00

Second referral: \$2,000.00

Third referral and subsequent referrals: \$3,000.00

We reserve the right to change, modify or discontinue this program at any time. You pay us or our affiliates no other fees or payments for services or goods before your Franchised Business opens.

Item 6
OTHER FEES

Type of Fee	Amount	Due Date	Remarks															
Royalty Fee	The following percentages based on your gross monthly sales from: <table style="margin-left: 20px; border-collapse: collapse;"> <tr> <td style="padding-right: 20px;">\$0 - \$50,000</td> <td>6.50%</td> </tr> <tr> <td>\$50,000.01 - \$100,000</td> <td>5.50%</td> </tr> <tr> <td>\$100,000.01 - \$200,000</td> <td>4.50%</td> </tr> <tr> <td>over \$200,000</td> <td>3.50%</td> </tr> </table>	\$0 - \$50,000	6.50%	\$50,000.01 - \$100,000	5.50%	\$100,000.01 - \$200,000	4.50%	over \$200,000	3.50%	Due by automatic debit/ electronic fund transfer ("EFT") at the end of the following month	After the first 24 months, a minimum royalty based on months in business See Notes 1 & 2							
\$0 - \$50,000	6.50%																	
\$50,000.01 - \$100,000	5.50%																	
\$100,000.01 - \$200,000	4.50%																	
over \$200,000	3.50%																	
Additional Royalty	An additional 2.50% royalty must be paid on services provided to customers geographically located outside your purchased territory	Due by automatic debit/EFT at the end of the following month	See Notes 1 & 2															
Software License	The following costs are based on tiers of active recurring Customer counts: <table style="margin-left: 20px; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Customers</th> <th style="text-align: left;">Cost per month</th> <th style="text-align: left;">Users Incl.</th> </tr> </thead> <tbody> <tr> <td>0 – 99</td> <td>Free</td> <td>2</td> </tr> <tr> <td>100 – 199</td> <td>\$100</td> <td>3</td> </tr> <tr> <td>200 – 299</td> <td>\$150</td> <td>4</td> </tr> <tr> <td>300 +</td> <td>\$200</td> <td>5</td> </tr> </tbody> </table>	Customers	Cost per month	Users Incl.	0 – 99	Free	2	100 – 199	\$100	3	200 – 299	\$150	4	300 +	\$200	5	Due by automatic debit/EFT at the end of the following month	See Notes 2 & 3
Customers	Cost per month	Users Incl.																
0 – 99	Free	2																
100 – 199	\$100	3																
200 – 299	\$150	4																
300 +	\$200	5																
Advertising Fund	1 -2% of your Consumer Gross Sales or 30% of the minimum royalties	Due by automatic debit/EFT at the end of the following month	See Notes 2 & 4															
Subsequent Initial Training for additional employees	\$500 per person plus their costs and expenses for transportation, hotel, food, etc. to 3 rd parties	Prior to training	See Note 5															
Ongoing Training	Registration Fees, costs and expenses	Prior to training	See Note 6															
Super Support Program	\$250/day plus expenses	Upon receipt of invoice	We provide on-site training at your request															
Ongoing Inventory	Approximately 2% of Gross Sales	As needed	You may buy supplies through our suppliers as needed.															
Late Fee	Late payment fee of 12% interest/year from date these amounts were originally due until paid, Late submission fee of \$100 per day until payment, form or information submitted.	Due by automatic debit/EFT at the end of the following month	See Notes 2 & 7															
MaidPro's Automated Communications System (M.A.C.S.)	\$125 per month	Due by automatic debit/ electronic fund transfer ("EFT") at the end of the following month	See Note 8															
Transfer Fee	\$5,000	Prior to transfer	Payable by you or the buyer See Note 9															
Renewal	\$500	Before renewal is effective	Initial Franchise Agreement is for 10 years.															
National Sales Center	Price varies per number of inquiries processed – See Note 10	Due by automatic debit/ electronic fund transfer ("EFT") at the end of the following month	See Note 10															
Audit	Cost of Audit plus underpayment amount and 12% interest/year.	Due by automatic debit/EFT at the end of the following month only if incurred	Payable only if audit shows an understatement of at least 2% of Gross Sales for any month See Notes 2 & 11															
Insurance	\$2000 to 12,000 1st year	As incurred	See Note 12															
Costs and Attorneys' Fees	Will vary under the circumstances	As incurred	Payable upon your failure to comply with the Franchise Agreement															

Type of Fee	Amount	Due Date	Remarks
Indemnification	Will vary under the circumstances	As incurred	You must indemnify and hold us and our officers, directors, employees and affiliates harmless with respect to any and all claims, losses, costs, expenses, liabilities, attorneys' fees, and damages arising directly or indirectly from, as a result of, or in connection with your Franchise's operation and defending against them
National Convention Fee	\$1,000	Upon receipt of invoice	See Note 13
Customer Complaints	100% of customer payment	Upon receipt of invoice	Applies if we intervene on your behalf. See Note 14
Toll Free Call Routing	\$20 per month	Due by automatic debit/ electronic fund transfer ("EFT") at the end of the following month	See Note 15

The prior table must be read with the explanations contained in the notes below:

Note 1

You must pay all fees, payments and charges described in Item 6 to us, through EFT, except unless described to pay another. All fees are uniformly imposed by us. No fees are refundable. We do not collect or impose fees on behalf of any third party.

You must pay us a monthly royalty fee, which is a percentage of your Gross Consumer Sales or a minimum royalty; whichever is greater, for your use of the MaidPro Marks, Registered Marks and the MaidPro system. You must pay the preceding month's royalty fee to us by the end of the month. The minimum royalty is not a guarantee of revenue or performance.

The sliding scale Royalty Fee is designed to reward you as your Franchised Business grows. You must pay us on a monthly basis a percentage of your Gross Consumer Sales. Under certain circumstances, you must pay a minimum royalty, which may be greater than the royalty based on the percentage of your Gross Consumer Sales.

During the first twenty-four months following your successful completion of the initial training program you must pay the Royalty fee as described in the table above. After the twenty-fourth month you must pay the Royalty described in the table above or a Minimum Royalty, whichever is greater, if your Royalty falls below the minimum due in any U.S. Postal Zip Code ("zip code") or Canadian Forward Sortation Area ("FSA") within your territory.

The Minimum Royalty will begin 25 month from date of completion of your Initial Training	Minimum Royalty for each Qualified Household within a zip code/FSA per month	Minimum Amount Payable for a 9,000* Qualified Household zip code/FSA
Applies equally to Select and Enterprise market type		
25th month up to and through the 48th month	\$.025	\$225
For the fifth & sixth year	\$.050	\$450
For the seventh year and all following years, including any extensions and renewals	\$.075	\$675

* The chart above uses a zip code/FSA which contains 9,000 qualified households. If you purchase multiple zip codes/FSA you will have a specific Minimum Royalty for each.

Gross Consumer Sales shall be all of your billings, whether collected or not, including cash sales and sales on account, monies billed for maid cleaning services whether performed by you or subcontracted, monies billed in connection with trade or barter agreements, or monies billed for any other cleaning and or maintenance of any structure, interior or exterior, excluding sales tax.

With our permission, which we may withdraw at any time, you may perform services for customers geographically located outside of your Territory so long as the customer is not geographically located within a territory assigned to another franchisee or affiliate of ours and you pay an additional royalty to those described above, currently the additional royalty is 2.50% of your monthly Gross Consumer Sales, for such customers.

For Conversion Franchisees, you shall not pay royalties for those customers you had prior to signing the Conversion Agreement.

For qualified participants in the VetFran Program, a \$100 monthly credit is applied to your royalties for the Initial Term of the Franchise Agreement.

Note 2

You must authorize your bank to accept automatic withdrawals through EFT of this amount from your bank into our bank account on a monthly basis. You must provide us with all documents necessary to direct your bank to honor these pre-authorized bank debits. (See Franchise Agreement, Addendum H - EFT Authorization)

Note 3

Our current software is a proprietary cloud based platform developed by us that organizes the management process of your office. The fee for use of this software is based on the number of active recurring customers that your office services. An active recurring customer is any customer scheduled to have or who has completed a service that is part of a series of regularly scheduled cleanings. Normally these services are scheduled to recur on a weekly, bi-weekly or monthly schedule. Once your office enters a new threshold of recurring customer counts that tier will become your new monthly cost, regardless if your recurring customer count drops below the threshold. We reserve the right to change this fee quarterly. Currently if you have more than the allotted users per tier, you must pay an additional \$25 per month per user.

Note 4

Our current national advertising fee is 1%. With a 50% or greater vote, the Advertising Fund Committee may increase the national or regional advertising program up to a maximum of 2% of your Gross Consumer Sales or 30% of the minimum royalties. Voting will be conducted according to our then current guidelines. (Franchise Agreement - Section 7(g)) This advertising fee would be calculated in the same fashion as the royalty. The advertising fee would be non-refundable.

We are not obligated to make proportionate expenditures of your contributions per market area.

Note 5

You must pay a \$500 per person fee plus expenses for any person you designate to attend the initial training program besides you and one additional attendee. The fee is subject to change by us with or without notice. Any Subsequent Initial Training class shall be held with our other scheduled Initial Training classes.

Notes 6

We are continually developing new and better methods of managing, marketing and training. You may be required to attend on-going training or conferences. We may charge a registration fee to subsidize the costs but in no event will the registration fee exceed the actual costs associated with these events. We may charge you an additional fee to provide on-going training if you do not attend any required training event due to the additional cost associated with providing additional training. You must pay all of your related costs and expenses.

Note 7

If any fee or payment due according to the Franchise Agreement is not paid, you shall pay interest of 12 percent per annum from the date these amounts were originally due. If any request for information, forms, data or any item we deem appropriate is not received by the established due date, a late fee of \$100 per day will be imposed.

Note 8

MaidPro's Automated Communications System, also known as M.A.C.S, is an automated software application that was developed by us. M.A.C.S. sends out daily automatic communications from your management software. This system uses business rule triggers that we have set to communicate with your prospective clients, current clients and previous clients. We reserve the right to increase this fee based on market rates for similar products and services or cost increases incurred for providing the service.

Note 9

The costs and fees for transferring or assigning the Franchise Agreement are described in Section 19(d) of the Franchise Agreement. In addition to legal costs, the transfer fee covers the cost of training the new buyer.

Note 10

The National Sales Center is a required service provided by us. The monthly fee for utilizing the National Sales Center varies based on the number of inquiries processed by the National Sales Center.

Our current fees are as follows:

Inquiries Processed Per Month	Fee Per Inquiry
First 20	\$25
Next 30	\$21
Over 50	\$19

The National Sales Center provides telephone answering services to prospective customers (inquiries) and process orders on your behalf from inquiries generated from within your territory. You may make a request in writing to withdraw from this program and process your sales inquiries on either a full or part time basis, if you meet our then current guidelines. Our current guidelines for opting out include, but are not limited to: you must successfully demonstrate an aggressive advertising budget on a consistent basis, strong overall sales ability and your business telephone must be consistently answered live, not by any answering product or answering service, during normal business operating hours. If at any time we believe that you are no longer meeting all of our then current guidelines, we may require you to immediately commence using the National Sales Center. We reserve the right to increase this fee based on market rates for similar products and services.

Note 11

You must submit to us sales reports and financial statements and data files during the term of the Franchise Agreement. To verify the accuracy of the reports, you shall permit us or an authorized representative to inspect or audit your books, records and tax returns at times we, in our sole discretion, shall deem appropriate.

If our audit discloses an understatement of your Gross Consumer Sales for any period or periods, you shall pay us within 15 days of the audit report, the underpayment plus interest at a rate of 12% per annum. The audit will be conducted at our expense unless the audit discloses an understatement by you of 2% or more of your Gross Consumer Sales for any period being examined. In this event, you must reimburse us for the cost of the inspection including the charges, expenses and fees of any independent auditor and the travel expenses, room and board and compensation of our employees.

Note 12

At your sole expense you shall purchase and maintain throughout the term of the Franchise Agreement insurance protecting both us and you against loss, liability, fire, personal injury, death, property damages or theft arising from or in connection with the operation of your Franchised Business.

The minimum policy limits for some of these types of insurances are set forth as follows:

(i) Broad Form Comprehensive General Liability insurance, limit of liability required \$500,000 combined single limits (bodily injury and property damage) including the broad form general liability endorsement. The insurance shall cover damage to the personal property of others while it is your care, custody, or control and for the loss to personal property of others resulting from workmanship. The insurance shall not have a deductible or self-insured retention in excess of \$500.

(ii) Automobile Liability insurance, limit of liability required \$1,000,000.00 combined single limits (bodily injury and property damage) including hired and non-owned automobiles. This insurance shall not have a deductible or self-insured retention in excess of \$500.

(iii) Workers' Compensation and Employer's Liability insurance as well as other insurance as may be required by statute or rule of the state(s) in which the Franchised Business is located and operated.

(iv) Third Party Bonding coverage is required with minimum limits of \$25,000 per loss.

You must pay for and obtain all insurance policies. Your cost for the insurance will vary from state to state and within each state. Dependent upon sales, payroll and number of maids, your estimated costs for insurance during the first year of operating a Franchised Business is between \$2,000 and \$12,000. We may adjust the minimum policy limits at any time.

We may, periodically, reasonably determine and modify the minimum insurance limits and require different or additional kinds of insurance to reflect changes in insurance standards, normal business practices, higher court awards and other relevant circumstances. You may obtain additional insurances or insurance above the minimums without our consent.

Note 13

We may periodically but not more than once every year conduct a National Convention. You are required to attend the National Convention, and to pay all expenses incurred in connection with attending the event including transportation cost, meals, lodging and living expenses. The duration, curriculum and location of the National Convention will be determined by us. Because the planning and funding of the National Convention must be done well in advance and requires a substantial financial commitment, we have the

right to charge you up to a \$1,000 National Convention Registration Fee for you to attend this event. We may charge this registration fee up to one year in advance invoiced and paid via EFT as part of your standard monthly billing. This fee is not refundable and will be collected even if you do not attend the National Convention. If you do not attend the National Convention, we will do our best to make available to you through our Intranet all of the substantive materials that were presented at the National Convention.

Note 14

You must maintain high standards of quality and service. You will cooperate with us by maintaining high standards in the operation of the franchise and you must, at all times, give prompt, courteous and efficient service to your customers. All Franchised Business work must be performed competently and in a workmanlike manner. The Franchised Business must, in all of its dealings, adhere to the highest standards of honesty, fair dealing and ethical conduct. If we feel that you did not fairly handle a customer complaint, we may intervene and satisfy the customer. You must reimburse us for all our costs associated with satisfying your customer.

Note 15

You must pay us a monthly fee in the amount of \$20.00 for use of our toll-free phone number and call routing system. This fee will cover your first 200 minutes of usage by any customer, potential customer or caller who dials a special toll-free number set up by us, which is routed to your office or the National Sales Center. Excess use beyond the 200 minutes mentioned above will be billed by us to you monthly at cost.

Item 7
ESTIMATED INITIAL INVESTMENT
YOUR ESTIMATED INITIAL INVESTMENT

SELECT MARKET				
Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Initial Franchise Fee	\$0- \$7,900 (Note 1)	Lump Sum	At Signing of Franchise Agreement	Us
Travel and Living Expenses while Training	\$1,750-\$2,400 (Note 2)	As Incurred	During Training	Airlines, Hotels and Restaurants
Equipment	\$1,400-\$2,050 (Note 3)	As Incurred	As Incurred	Suppliers
Miscellaneous Opening Costs	\$1,480-\$2,750 (Note 4)	As Incurred	As Incurred	Suppliers and Governmental Agencies
Cost for initial vehicle with signage (lease)	\$1,659-\$2,849 (Note 5)	As Incurred	As Incurred	Leasing Company Vendor
Initial Printing Materials.	\$700 (Note 6)	As Incurred (Note 6)	As Incurred (Note 6)	Suppliers
Advertising – Initial 3 months	\$6,000 (Note 7)	As Incurred (Note 7)	As Incurred	Supplies and Vendors

SELECT MARKET				
Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Real Estate	\$4,500 - \$9,000 (Note 8)	As Incurred (Note 8)	Prior to Opening	Landlord
Additional Funds – 3 Months	\$5,000-\$15,000 (Note 9)	As Incurred	As Incurred	Suppliers, Employees
Optional Additional Territory	\$0 - \$8,500 (Note 10)	Lump Sum	At Signing of Franchise Agreement	Us
Total	\$22,489 - \$57,149 (Note 11)			

NOTES:

1. Initial Franchise Fee for a Select Market Franchise with an estimated territory of 9,000 qualified households is \$7,900.

If you are a qualified veteran of the United States armed forces, the franchise fee without the purchase of additional territory for a Select Market Franchised Business is \$4,900. If you are a conversion franchisee, the franchise fee is waived but you shall still have to pay \$0.85 per each qualified household purchased over 9,000 qualified households.

2. We do not charge you for our training programs for new franchisees. This training consists of both Pre-Opening SmoothStart Training which is a self-paced program conducted via telephone, through the use of our MaidPro Intranet and also In-House Corporate training provided at our corporate location in Boston, MA. We provide this training at no cost for up to two individuals. These are your estimated expenses for one to two persons for travel, lodging and food while attending the initial formal training.
3. We will designate the amount of equipment needed in the confidential Manual. Your costs will vary. The equipment is comprised of general cleaning equipment including a set of vacuum cleaners and cleaning supplies. Depending upon your initial employee structure additional supplies and equipment may be recommended. A conversion franchisee may have previously purchased some or all of these items.
4. Includes computer, software, incorporation fees, etc. The cost of equipment you purchase will vary depending on the amount purchased by you, the supplier you choose and the current economic condition in your area.
5. This is an estimated initial fee for closing on a leased standard passenger vehicle that is less than 7 years old. Costs will vary based on type of vehicle leased. The estimate does not include ongoing gas and maintenance expenses. If you purchase the vehicle you use, the initial investment could be significantly higher. We require that the vehicle displays our MaidPro car wrap. The cost for the wrap has been included in the estimate. A conversion franchisee may have previously purchased a vehicle.
6. This is an estimate for the initial costs of miscellaneous stationery needs during setup.
7. This is an estimated cost for advertising, which includes our current recommended monthly local advertising during the first 3 months of operation.
8. It is not expected that you will purchase real estate to operate the Franchise. Therefore, there is no initial investment included in the summary above for real estate. Nevertheless, you should be aware

of the rents you likely will pay for the premises for your Franchise office. You should anticipate leasing approximately 600 - 1,000 square feet of space. While we do not specify where you must locate the office it must be within your territory, we both must agree upon a suitable location, and we must provide our consent. We anticipate that in most parts of the country you will pay monthly rent of approximately \$.85 to \$1.50 per square foot. Most landlords provide some and under certain circumstance all of the leasehold improvements as consideration for the lease. Most leases will carry additional common area maintenance, insurance and tax expenses. You will generally be required to make a rent deposit (equal to 1 to 2 month of your base rent, plus a Security Deposit) and utility deposits. All associated costs for this recommended office location have been added to our estimate.

9. Includes payroll costs, insurance, etc.
10. For larger territories, additional qualified households can be purchased for \$0.85 each.
11. We do not offer financing to you for any items except for \$5,000 of the Select Market Initial Franchise Fee. See Item 10 for financing terms. We are unable to estimate whether you will be able to obtain financing from third parties or the terms of any third party financing. All costs given, except for the initial franchise fee, are estimates only. Your actual costs will vary depending on location and a number of other factors. None of your expenses are fully refundable. These estimates are based on our 21 years of experience in the operations of home cleaning services and information provided to us by our franchisees. These are estimates only and can vary for many reasons. You should review these estimates with an advisor before you make any decision to purchase a franchise. Many of the expenses listed are not within our direct control and are determined more by general and local economic conditions than our actions.

YOUR ESTIMATED INITIAL INVESTMENT

ENTERPRISE MARKET				
Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Initial Franchise Fee	\$0- \$21,500 (Note 1)	Lump Sum	At Signing of Franchise Agreement	Us
Travel and Living Expenses while Training	\$1,750-\$2,400 (Note 2)	As Incurred	During Training	Airlines, Hotels and Restaurants
Equipment	\$4,000 (Note 3)	As Incurred	As Incurred	Suppliers
Miscellaneous Opening Costs	\$1,480-\$5,850 (Note 4)	As Incurred	As Incurred	Suppliers and Governmental Agencies
Cost for initial vehicle with signage (lease)	\$1,659-\$4,349 (Note 5)	As Incurred	As Incurred	Leasing Company Vendor
Initial Printing Materials.	\$2,460 (Note 6)	As Incurred (Note 6)	As Incurred (Note 6)	Suppliers
Advertising – Initial 3 months	\$8,500-\$10,500 (Note 7)	As Incurred (Note 7)	As Incurred	Supplies and Vendors
Real Estate	\$4,500- \$9,000 (Note 8)	As Incurred (Note 8)	Prior to Opening	Landlord
Additional Funds – 3 Months	\$21,000- \$33,500 (Note 9)	As Incurred	As Incurred	Suppliers, Employees, Office Space &

ENTERPRISE MARKET				
Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
				Utilities
Optional Additional Territory	\$8,500 - \$21,250 (Note 10)	Lump Sum	At Signing of Franchise Agreement	Us
Total	\$53,849 - \$114,809 (Note 11)			

NOTES:

1. Initial Franchise Fee for an Enterprise Market Franchised Business territory with an estimated territory of 25,000 qualified households is \$21,500.

If you are a qualified veteran of the United States armed forces, the franchise fee without the purchase of additional territory for an Enterprise Market Franchised Business is \$18,500. If you are a conversion franchise, the franchise fee is waived but you will still have to pay \$0.85 per each qualified household purchased over 25,000 qualified households.

2. We do not charge you for our training programs for new franchisees. This training consists of both Pre-Opening SmoothStart Training which is a self-paced program conducted via telephone, through the use of our MaidPro Intranet and also In-House Corporate training provided at our corporate location in Boston, MA. We provide this training at no cost for up to two individuals. These are your estimated expenses for one to two persons for travel, lodging and food while attending the initial formal training.
3. We will designate the amount of equipment needed in the confidential Manual. Your costs will vary. The equipment is comprised of general cleaning equipment including a set of vacuum cleaners and cleaning supplies. Depending upon your initial employee structure additional supplies and equipment may be recommended. A conversion franchisee may have previously purchased some or all of these items.
4. Includes computer, software, incorporation fees, etc. The cost of equipment you purchase will vary depending on the amount purchased by you, the supplier you choose and the current economic condition in your area.
5. This is an estimated initial fee for closing on a leased standard passenger vehicle that is less than 7 years old. Costs will vary based on type of vehicle leased. The estimate does not include ongoing gas and maintenance expenses. If you purchase the vehicle you use, the initial investment could be significantly higher. We require that the vehicle displays our MaidPro car wrap. The cost for the wrap has been included in the estimate. A conversion franchisee may have previously purchased a vehicle.
6. This is an estimate for the initial costs of miscellaneous stationery needs during setup.
7. This is an estimated cost for advertising, which includes our current recommended monthly local advertising during the first 3 months of operation.
8. We do not require an office location for our Enterprise Market Franchise, however we do recommend you have one. It is not expected that you will purchase real estate to operate the Franchise. Therefore, there is no initial investment included in the summary above for real estate. Nevertheless, you should be aware of the rents you likely will pay for the premises for your Franchise office. You should anticipate leasing approximately 600 - 1,000 square feet of space.

While we do not specify where you must locate the office it must be within your territory, we both must agree upon a suitable location, and we must provide our consent. We anticipate that in most parts of the country you will pay monthly rent of approximately \$0.85 to \$1.50 per square foot. Most landlords provide some and under certain circumstance all of the leasehold improvements as consideration for the lease. Most leases will carry additional common area maintenance, insurance and tax expenses. You will generally be required to make a rent deposit (equal to 1 to 2 month of your base rent, plus a Security Deposit) and utility deposits. All associated costs for this recommended office location have been added to our estimate.

9. Includes payroll costs, insurance, etc.
10. For larger territories, additional qualified households can be purchased for \$0.85 each.
11. We do not offer financing to you for an Enterprise Market Franchise. We are unable to estimate whether you will be able to obtain financing from third parties or the terms of any third party financing. All costs given, except for the initial franchise fee, are estimates only. Your actual costs will vary depending on location and a number of other factors. None of your expenses are fully refundable. These estimates are based on our 21 years of experience in the operations of home cleaning services and information provided to us by our franchisees. These are estimates only and can vary for many reasons. You should review these estimates with an advisor before you make any decision to purchase a franchise. Many of the expenses listed are not within our direct control and are determined more by general and local economic conditions than our actions.

Item 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must license and utilize software that we recommend. One of the software products that we currently require is a cloud based proprietary software that we have developed. You will be restricted from using any other administrative software without prior written approval. The software licenses fees are allocated per office and do not exceed the cost of producing, maintaining and administering the software. We do not require you to purchase a computer or software, except as disclosed above, from any particular vendor. We do not require you to purchase a new computer, however you are required to own a computer (PC or MAC based) for the Franchised Business.

We are an approved vendor for some of our trademarked material. However, we do not make a profit on these materials.

We are an approved vendor for the National Sale Center service we provide to you. In our fiscal year end December 31, 2013, we realized \$973,380 in revenue from your purchase of these services which accounted for 17.02% of our total revenues of \$5,717,359. We do not make a profit on these services but do cover our costs and expenses.

We are an approved vendor for the MaidPro Automated Communications System, also known as M.A.C.S, service we provide to you.

In our fiscal year end December 31, 2013, we realized \$242,672.87 in revenue from your purchase of M.A.C.S services and our cloud based proprietary software which accounted for 4.24% of our total revenues of \$5,717,359. We do not make a profit on these services but do cover our costs and expenses.

Currently you are not required to use any other suppliers for goods or services; however we reserve the right to do so. Other than as specified above, you are not required to purchase or lease, products, equipment, or services under our specifications. We negotiate purchase arrangements with our approved suppliers on your behalf, including price terms. We do not provide any material benefits to you based on

your use of designated or approved sources. Except as disclosed above, neither we nor our affiliate receive any revenue or other material consideration from your required purchases or leases.

Except for the materials and services described above, there are currently no other items or services for which we or our affiliates are approved suppliers or the only approved suppliers. There are no approved suppliers in which any of our officers owns an interest.

You must obtain and maintain insurance, at your expense, as we require, in addition to any other insurance required by law or otherwise, described in greater detail in our Operations Manual. We may, periodically, reasonably determine and modify the minimum insurance limits and require different or additional kinds of insurance to reflect changes in insurance standards, normal business practices, higher court awards and other relevant circumstances. If you fail to purchase the mandatory insurance, we may obtain insurance for you, and you must reimburse us for its cost, which might be higher than the cost of insurance you could obtain for yourself. All insurance policies must name us and any affiliates that we designate as additional insureds and give us at least 30 days prior written notice of termination, amendment, or cancellation. You must provide us with certificates of insurance evidencing your insurance coverage no later than 10 days before your Franchised Business opens.

Item 9 FRANCHISEE'S OBLIGATIONS

This 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 Agreement	Disclosure Document Item
A	Site selection and acquisition/lease	Section 1(a) and 3 of Franchise Agreement	Item 7
B	Pre-opening purchases/leases	Section 7 of Franchise Agreement	Items 6,7, and 8
C	Site development and other pre-opening requirements	Section 6 of Franchise Agreement	Items 6 and 7
D	Initial and ongoing training	Sections 4 of Franchise Agreement	Items 6,7 and 11
E	Opening	Section 14(b) of Franchise Agreement	Item 11
F	Fees	Section 7 of Franchise Agreement, Sections 3 and 4 of Conversion Franchise Agreement	Item 5, 6, 8 and 11
G	Compliance with standards and policies/operating Manual	Section 5 of Franchise Agreement	Item 11
H	Trademarks and proprietary information	Section 14 of Franchise Agreement	Items 8, 13 and 14
I	Restrictions on products/services offered	Section 6(s) of Franchise Agreement	Items 8 and 16
J	Warranty and customer service requirements	Section 6(j) of Franchise Agreement	None
K	Territorial development and sales quotas	Section 3 of Franchise Agreement	Item 12
L	Ongoing product/service purchases	Section 7 of Franchise Agreement	Item 8
M	Maintenance, appearance and remodeling requirements	Section 5 of Franchise Agreement	Not Applicable

	Obligation	Section in Agreement	Disclosure Document Item
N	Insurance	Section 13 of Franchise Agreement	Items 6,7 and 8
O	Advertising	Sections 7, 8 and 9 of the Franchise Agreement	Items 6 and 11
P	Indemnification	Section 27 of Franchise Agreement	Not Applicable
Q	Owner's participation / management / staffing	Section 6b, 6l of Franchise Agreement	Items 11 and 15
R	Records and reports	Section 10 of Franchise Agreement	Item 6
S	Inspections and audits	Section 10 of Franchise Agreement	Items 6 and 11
T	Transfer	Section 20 of Franchise Agreement	Items 6 and 17
U	Renewal	Section 2 of Franchise Agreement	Item 6 and 17
V	Post-termination obligations	Section 16 of Franchise Agreement	Item 6 and 17
W	Non-competition	Section 25 of Franchise Agreement	Item 17
X	Dispute resolution	Section 26 of Franchise Agreement	Item 17
Y	Conversion Franchisee's Obligations	Sections 5 and 6 of Conversion Franchise Agreement	Items 9, 11 and 17
Z	Extra Territorial Obligations	Section 7(d) of Franchise Agreement	Item 12

Item 10 FINANCING

Except as stated below, we our agents, and our affiliates offer no financing arrangements, and we, our agents, and our affiliates do not receive payment or other consideration for the placing of financing or do not guaranty any note, lease or obligation you enter into for your MaidPro Franchised Business.

We may offer financing to qualified credit worthy prospective franchisees for the purchase of a Select Market for \$5,000 of the Initial Franchise Fee. Financing is not offered for any other purpose either in connection with the establishment or the operation of a MaidPro franchised business.

If you qualify and accept financing from us, you must sign the Promissory Note and the Security Agreement attached as Addendum I to the Franchise Agreement. The Promissory Note will provide for an annual interest rate of 12%. In no event will we charge an interest rate that exceeds the maximum allowed by law. The Promissory Note must be paid by electronic funds transfer in scheduled monthly installments of not more than 24 months. The Promissory Note may be prepaid at any time without penalty. You and your spouse must personally guaranty the Promissory Note. We will retain a security interest in your Franchised Business or other assets.

Under the Promissory Note, you waive: (1) the right to claim or enforce any right of offset, counterclaim, recoupment or breach in any action brought to enforce your obligations under the Note (Section 7); (2) the right to demand, presentment for payment, notices of nonperformance or nonpayment, protest and notice of protest, notice of dishonor, diligence in bringing suit and notice of acceleration (Section 8); (3) questions of governing law, personal jurisdiction and convenience of forum and venue (Section 14 and 16); (4) trial by jury (Section 15); and (5) all claims that you may have against us and any persons and entities related to us, other than our obligations under the Franchise Agreement accruing on or prior to the date of the Promissory Note (Section 18) If any of the events of default described in Section 5 of the Note occur, the entire unpaid principal and accrued interest of the Note will become immediately due and payable without further notice. Under Section 9 of the Note, you agree to pay all of our expenses and costs of collection, including attorneys' fees and expenses, court costs, costs of sale and costs of maintenance and repair we incur in connection with the enforcement of the Note, collection of amounts due and sale or other disposition of any collateral.

Under the Security Agreement, you waive: (1) questions of governing law, personal jurisdiction and convenience of forum and venue (Sections 7.3 and 7.5); and (2) trial by jury (Section 7.4).

A default under the Franchise Agreement or any other agreement with us constitutes a default under the Promissory Note (Section 5) and the Security Agreement (Section 5). A default under the Promissory Note or the Security Agreement constitutes a default under the Franchise Agreement, which gives us the right, among other remedies, to terminate the Franchise Agreement. We require you to sign a Personal Guaranty to the Franchise Agreement. We may assign or discount any Promissory Note you sign.

Item 11 FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

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

Before you open your Franchised Business, we will:

1. Designate the Territory for your Franchised Business (Franchise Agreement - Section 1(a))
2. Provide input regarding the site of your Franchised Business office, at your request. We want your office to be in your territory and convenient for your employees to access. You must operate your Franchised Business from a home office, retail office, industrial park or other commercial location within your territory. (Franchise Agreement - Section 4).
3. Provide to you in writing or in the Confidential Manuals, input regarding approved vehicle model and body style that you will use in your Franchised Business (Franchise Agreement - Section 5(n)).
4. Loan to you after training our Operations Manual, our Marketing Manual, Training Manual ("the Confidential Manuals") and Employee Training Materials ("Training Materials"), proprietary Business Forms ("Business Forms") and current management software ("Software") (Franchise Agreement - Section 5).
5. Provide the Initial Training Program for you and one other person. ((Franchise Agreement - Section 4(a)).
6. Provide a Pre-Opening Checklist included in the ("SmoothStart") Manual within one week of your signing the Franchise Agreement (Franchise Agreement - Section N/A).

During the operation of the Franchised Business, we will:

1. Maintain a toll free telephone call routing number that you may use to consult with us (according to our scheduling availability) about the conduct and operation of the Franchised Business. (See Item 6 for your costs for this service) (Franchise Agreement - Section 4(e)).
2. Continue to develop new products and/or procedures for you to offer to your customers and provide you with information about these developments (Franchise Agreement - Section 4(e)).
3. Provide you with information about advertising and promotional programs. Our marketing department will develop ads for direct mail and print advertisements on a local level and coordinate regional or national campaigns at your request. You cannot use your own marketing material without prior written consent from us. (Franchise Agreement - Section 4).

4. Provide you with information about establishing and implementing administrative, bookkeeping, accounting and general operating procedures for more efficient operation of the Franchised Business. (Franchise Agreement - Section 4).
5. Provide you with limited support and updates when you are licensed to use the required management computer software. (Franchise Agreement - Section 4(f)).

Advertising Programs

We are currently collecting a 1% advertising fee to support our national advertising fund. We may formulate and implement additional national and regional advertising and promotional programs if 50% or more of our Advertising Fund Committee vote to increase the national or regional advertising fund. If an increase is implemented, you may pay an advertising fee of up to 2% of your Gross Consumer Sales. This advertising fee would be calculated in the same fashion as the royalty, that is, on a sliding scale based on your gross monthly sales and after your twenty-fourth month of operation the greater of either a percentage of your Gross Consumer Sales or the minimum royalty for your territory. The advertising fee would be non-refundable. (See Item 6 of this Disclosure Document and Franchise Agreement - Sections 7(e), 7(f), 7(g)) The cost of advertising may be defrayed by the advertising fund. See Item 6 of this Disclosure Document for additional information.

The advertising fund will be administered by our officers. We will develop and place advertising for the MaidPro system; decide whether to use advertising agencies and which ones; and decide which media to use, which may include but not limited to, Internet, print, radio, television, direct mail, or local in-store promotions. We may use the Advertising Fund to defray our costs for the development, preparation, administration and implementation of MaidPro System's advertising and promotional programs. The fund will prepare income and expense statements at least once each calendar quarter, and when practical, the entire Advertising Fund will be audited annually. Income and expense statements and audit results will be available to you upon request. Excess funds not spent in any given fiscal year will be carried forward to the next fiscal year. If any taxes become due based upon the activities of the advertising fund, these taxes may be paid out of the funds in the advertising fund. We reserve the right to terminate the fund only after all monies have been spent for advertising and promotion. As our franchise system expands, we may create an advertising council.

All franchise and company owned MaidPro businesses will contribute to the advertising fund on the same basis, and the expenditure of funds will be limited to advertising, promoting and marketing the services offered by the MaidPro System. No portion of the advertising funds collected will be used to sell franchises. We will spend funds to benefit the MaidPro franchise system. However, we reserve the right to promote the availability of franchises, at our expense, in advertising, promotional and marketing media. We are not obligated to make proportionate expenditures of your contributions per market area. Portions of the fund will be used to administer the promotional programs. In our most recent fiscal year, 2013, we spent 100% of the National Advertising Fund collected as follows: 13% TV, Radio and Video Development, 28% Website Development, 5% Public Relations, 8% Content Generation Copywriting & Packaging Services, 14% Graphic Design, 18% Online Marketing, 4% for Administration, 8% Social Media, 2% File Hosting/Sharing.

You must develop your own advertising programs at the local level at your own expense. Advertising includes the use of newspaper inserts, door-hanging advertisements, direct mail, display advertising and other methods we deem fit.

You must provide all advertising and promotional material prepared by you to us for our approval prior to usage. We will have available advertising and promotional materials for sale. All prices will be subject to change at any time due to fluctuations in printing costs. You have no obligation to purchase any of our advertising and promotional materials. (See Item 6 of this Disclosure Document)

You may, but you are not required to participate in local or regional advertising cooperatives. We do not have the power to require cooperatives to be formed, changed, dissolved or merged.

Confidential Manuals

Upon your request, we will permit you to view the Manual at our headquarters before you sign the Franchise Agreement.

Computer Software and Systems

You must purchase or lease and install computer equipment to run our management software. Our currently required software is a web-based cloud application for managing your business – including marketing, sales and service. Your data can be accessed by us for diagnostic help, reporting, and analysis. (See Item 6 for your costs for this service.) All offices use the software at no charge until they reach a certain stage of maturity, at which point the indicated fees become applicable. We reserve the right to require you, at your expense and in the time frame determined by us, to update or upgrade the hardware and or software you use to conform to new standards or specifications and we have no limitations on our ability to do so. (Franchise Agreement - Section 4(f))

You are also required to use the MaidPro's Automated Communications System, also known as M.A.C.S., an automated software application that was developed by us. M.A.C.S. sends out daily automatic communications from your management software. This system uses business rule triggers that we have set to communicate with your prospective clients, current clients and previous clients. (See Item 6 for your costs for this service.) We reserve the right to increase this fee based on market rates for similar products and services or cost increases incurred for providing the service. (Franchise Agreement - Section 7(m))

Currently we do not require our franchisee to use any specific brand of computer hardware as long as it complies with the minimum computer hardware and software requirements below:

- Computer running an Apple or Windows Operating System, current enough to run common business applications and gain full access to the Internet with a full-featured browser (Chrome or Firefox required)
- Keyboard recommended for everyday use
- Laser Quality Printer
- Mouse or touch device recommended for everyday use
- Large Monitor recommended for everyday use (22"+)
- High Speed Internet Access – Minimum 3 Mbps upload rate
- QuickBooks Online, Quickbooks Pro 2014, or other similar (current) accounting application

The cost of the hardware and software will be as agreed to between you and the vendor of your choice. We estimate the cost of the computer equipment between \$500 and \$2,000. We estimate the cost of annual updates and upgrades between \$275 and \$750.

We reserve the right to remotely access your records to monitor your productivity on your computer and we have no limitations on our ability to do so. (Franchise Agreement - Section 10(j))

You may have as many local telephone numbers and telephone directory listings for your Franchised Business as you choose. However, we will own all rights to the telephone listings, and you must transfer them to us on the expiration, termination, repurchase or transfer of your franchise, at your expense. You must sign an authorization that grants us the right to change, transfer, or terminate your telephone listings, your email addresses, domain names and comparable electronic identities, on your behalf upon expiration, termination, repurchase or transfer of your franchise.

We restrict, designate, and have the right to approve or control your electronic and social media activities, if any, including Internet. We may require that you utilize e-commerce products or services designated by us. You are prohibited from producing and or posting any website, web pages, web videos or anything on the web for use with the Franchised Business unless specific written permission is given by us. You shall promote only the main corporate website which is currently www.maidpro.com (Franchise Agreement - Section 6(t)) unless specific written permission is given by us. You must adhere to our standards of professional content in all interactions with the public.

Location Selection

. You will select the location for the site of Franchised Business, subject to our consent. We will provide you with our site selection guidelines, which may change from time to time. You agree to operate the Franchised Business only from the approved location within your Territory.

Length of Time to Open the Franchised Business

Our franchises typically open for business 30 to 60 days after signing the Franchise Agreement, or within 30 days after the completion of the Initial Training Program. Factors that affect this time usually include obtaining a satisfactory office location, completion of the Initial Training Program and normal business start up considerations. If you fail to open your Franchised Business within six months of signing the Franchise Agreement, we have the right to terminate the Franchise Agreement.

The Training Program

You must successfully complete the Initial Training Program (Franchise Agreement - Section 4). The Initial Training Program consists of a Pre-Opening SmoothStart Training and approximately 5 days of in-house Corporate Training held at our headquarters in Boston, Massachusetts. Training is scheduled as needed.

The Pre-Opening SmoothStart Training Program includes instruction in the following subject matters:

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Administration	8	0	Via Telephone
Managerial	8	0	Via Telephone
Marketing	8	0	Via Telephone
Operations	8	0	Via Telephone
Software	8	0	Via Telephone

The Pre-Opening SmoothStart Training Program is a self-paced program conducted via telephone and MaidPro Intranet. The time to complete the Pre-Opening SmoothStart Training varies depending on how much time you can devote to training and how quickly you are able to absorb the materials. We expect Pre-Opening SmoothStart Training to take you 4-6 weeks to complete. The instructional material used in the SmoothStart Training Program is our confidential operations manual, SmoothStart Manual and the MaidPro Intranet. The primary instructors conducting training are our corporate staff members identified in Item 2 and Roy Ribas, Local Office General Manager of the Boston MaidPro facility. Mr. Ribas has 11 years experience with us and 8 years of previous experience in the field of hospitality management. Ryan Rabideau has over 3 years experience with us and 4 years of previous experience in the field of training and support services. James Doyle has over 8 years experience with us and 2 years previous experience in the field of sales and marketing.

Occasionally, the individuals instructing the training may vary. But, all of our instructors must have at least 1 to 3 years of relevant work experience.

We do not charge for initial training of two trainees. You must pay for all expenses related to your travel and living cost while attending the Initial Training Program. Your costs and expenses for subsequent Initial Training Programs for others are discussed in detail in Item 6 of the Disclosure Document.

Your Franchise Agreement shall be terminated if, for any reason, you do not successfully complete the Initial Training Program to our reasonable satisfaction within 6 months after the payment of the Initial Franchise Fee which is non-refundable.

Our In-House Corporate Training Program includes instruction in these subject matters.

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Welcome	.25	0	Boston, MA
Marketing <ul style="list-style-type: none"> • Brand • Mediums • Vendors • Implementation 	3	0	Boston, MA
Employees <ul style="list-style-type: none"> • Hiring • Training • Payroll 	2.25	0	Boston, MA
MaidPro University	2	0	Boston, MA
Assistant GM in Company Store <ul style="list-style-type: none"> • Morning Dispatch • Completions • Daily Routine 	0	5.25	Boston, MA
Interviewing * Employee Pipeline	1.25	0	Boston, MA
Customer Service	1	0	Boston, MA
Assistant GM in Company Store <ul style="list-style-type: none"> • Morning Dispatch • Completions • Daily Routine 	0	5.25	Boston, MA
Financials & Best Practices	1.5	0	Boston, MA
Sales Training	0	1.25	Boston, MA
GM of Company Store <ul style="list-style-type: none"> • Morning Dispatch • Completions • Daily Routine 	0	4	Boston, MA
Observational Clean	0	2	Boston, MA

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Software Customization	1	0	Boston, MA
Key Ratios & Reporting	1	0	Boston, MA
GM of Company Store <ul style="list-style-type: none"> • Morning Dispatch • Completions • Daily Routine 	0	3	Boston, MA
Initial Training Review	2	0	Boston, MA
Wrap Up & Commencement	1	0	Boston, MA
Total Hours:	16.25	20.75	

NOTES:

(1) It is the nature of the Business that all aspects of training are integrated, that is, there are no definitive starting and stopping times. Time and content are subject to change without notice. You will be scheduled for your Initial Training Program by written notice. Cancellation policies will be included in the written notice of class schedules. The instructional material used in the Corporate Training Program is our confidential operations manual and the MaidPro Intranet.

To provide the highest possible service to the customer, on-going training is essential. We, at our option, will conduct formal conferences, conventions or training sessions (Franchise Agreement - Section 4(d)). We may charge registration fees to subsidize the costs associated with performing these activities. You may be required to attend training programs and to pay all related expenses including transportation costs, meals, lodging and living expenses (with payment to be made at the time and upon the terms specified by each vendor) but not more than once every year. Due to the importance of these meetings, there may be a substantial fee if you do not attend.

Super Support Program

We also offer a Super Support Program. Super Support is a hands-on training program that can be received anytime during the operation of your Franchised Business. One of our trainers will work directly within your office for a minimum of 2 consecutive business days. Super Support costs \$500 per visit for 2 days plus travel and associated expenses. Our travel expenses are billed only if your MaidPro Franchised Business is more than 120 miles from our headquarters. We are under no obligation to provide Super Support Training but it is our current policy to do so.

**Item 12
TERRITORY**

You will be awarded and may serve customers within a “Territory” which shall be delineated by one or more of the following: zip codes; forward sortation areas; hard boundaries, such as streets, highways, rivers or other identifiable physical boundaries; or Census Tract. A Territory is a defined geographical area containing “Qualified Households” at the time of the grant of the Franchise. A Qualified Household is a household with gross annual income over \$75,000. 9,000 “Qualified Households” is the minimum number within any Select Market Franchised Business Territory. 25,000 “Qualified Households” is the minimum number within any Enterprise Market Franchised Business Territory. The source of data we use to determine the number of “Qualified Households” within any Territory is census data and surveys provide by ESRI, an independent demographic and mapping service. Before you sign the Franchise Agreement, you

will be given a written description of your Territory, including minimum royalty calculations (Addendum B to the Franchise Agreement). We have the final say in any dispute about Territory.

You must operate the Franchised Business from an approved location within your territory. You must receive our prior written approval before relocating or opening additional offices.

You do not receive an automatic right to acquire additional territory within your Market or contiguous territories; however, additional territories may be purchased with our written permission, which we can withhold at our sole discretion, currently at the cost of \$0.85, for each additional qualified household.

We will not establish or license another to establish any other MaidPro Franchised Businesses within your territory while your Franchise Agreement is in effect and not in default. Except when advertising cooperatively with others (See Item 11), neither we nor you can advertise or solicit sales or accept orders within another MaidPro franchised business territory. You may not perform services for customers geographically located within another MaidPro franchised business territory.

You may not relocate the Franchised Business outside the Territory. With our permission, which we may withdraw at any time, you may perform services for customers geographically located outside of your Territory so long as the customer is not geographically located within a territory assigned to another franchisee or affiliate of ours and you pay an additional royalty, currently 2.50% of your monthly Gross Consumer Sales, for such customers.

If you fail to satisfy the terms and conditions in the Franchise Agreement, we may develop the MaidPro System and business in your Territory. Your territorial exclusivity is not dependent on achievement of a certain sales volume or market penetration; however, a minimum royalty will be set for your territory (see Franchise Agreement section 7(c)).

You retain the rights to your territory even if the population increases.

We retain the right, on behalf of ourselves or through affiliates, in our discretion, and without granting any rights to you, to sell and provide products and services not expressly granted to you under the Franchise Agreement under the Marks or other trade names, trademarks, service marks and commercial symbols through similar or dissimilar channels (like telephone, mail order, kiosk, retail, co-branded sites and sites located within other retail businesses, Intranet, Internet, web sites, wireless, email or other forms of e-commerce) for distribution within and outside of your Territory and pursuant to such terms and conditions as we consider appropriate. You will not be entitled to any compensation from any sales by us for any of these products or services within your Territory.

National Accounts

We retain the right to approach and solicit customers within your territory, regardless of whether you currently provide services to them, to develop them as a national account. A national account is a customer or group of customers or a potential customer that operates under common ownership or control, or under the same trademarks or service marks through independent franchisees, independent dealerships, or some other association as we may designate and which operates in two or more locations that are not exclusively within the territory of one MaidPro franchisee.

We retain the exclusive right to negotiate national accounts and set the contract terms, conditions and prices. If you have a pre-existing relationship with a national account location in your Territory and it is willing to allow it, you may continue to provide services to that location under the terms of its existing arrangement with you.

Unless we independently determine that you are unable to provide the services needed to maintain a specific national account location in your Territory, we will notify you in writing of the opportunity to service that national account location under the terms, conditions and prices that we and the national

account have contracted to. Within 10 days of this notice, you must notify us in writing whether or not you accept the duties, obligations and rights under the national account contract and will render such services to the national account location at the prices set forth in the contract (such prices possibly being less than the prices normally charged by you to your customers). Your failure to timely respond to any such notice shall signify your election not to service the national account location in your Territory. We may, directly or through our designee, service any national account location in your Territory that you decline to service or that we independently determine you cannot adequately service.

Item 13 TRADEMARKS

The principal MaidPro commercial symbol which we will license to you appears on the Cover of this Disclosure Document.

You may also use any other current or future trademarks that we may designate to identify the MaidPro Franchised Business. By trademark, we mean trade names, trademarks, service marks, mean URLs, domain names, website addresses, email addresses, digital cellular addresses, wireless web addresses and the like (“e-names”) and associated logos, designs, symbols, trade dress and other commercial symbols and logos used to identify your Franchised Business. We do intend to commence an on-going practice of registering new trademarks that may be developed for promotional or related marketing activities.

The following is a description of the principal Trademarks is registered with United States Patent and Trademark Office (USPTO) and will license to you:

Mark	Registration No.	Registration Date	Principal or Supplemental Register
MaidPro	3,487,518	August 19, 2008	Principal

In view of our federal registration, we have not, and do not intend to, pursue any additional state registrations, in this or any other state.

Presently, there are no other effective determinations of the USPTO or of the trademark administrator of any state or court, of any pending interference, opposition, or cancellation proceedings involving any of the above referenced trademarks. Nor are there any pending proceedings of material federal or state litigation involving these trademarks and their use. All required affidavits have been filed with the USPTO.

You must notify us immediately when you learn about an infringement of or challenge to your use of our trademark. Although we are not obligated to preserve and protect the ownership and validity of our trademarks, we will take the action we think appropriate and have the right to control any administrative proceedings or litigation involving a trademark licensed by us to you. While we are not required to defend you against a claim against your use of our trademark, we may reimburse you for your liability and reasonable costs in connection with defending our trademark. To receive reimbursement you must have notified us immediately when you learned about the infringement or challenge.

You must modify or discontinue the use of a trademark if we modify or discontinue it. You must not directly or indirectly contest our right to our trademark, trade secrets or business techniques that are part of our business.

We do not know of any infringing uses that could materially affect your use of our trademark.

Item 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We have no patents nor patent applications pending that are material to the franchise.

We claim trade secret and copyright protection for our Confidential Manuals, Business Forms, Videos, licensed proprietary software, information contained on our Website and other printed and advertising material contained in the MaidPro System. These copyrights have not been registered with the United States Registrar of Copyrights. We grant you the rights to use these items for the term of the Franchise Agreement. You may not use our confidential information in an unauthorized manner and must take reasonable steps to prevent its disclosure to others.

There currently are no effective determinations of the Copyright Office (Library of Congress) or any court regarding any of the copyrighted materials. Nor are there any agreements currently in effect which significantly limit our right to use or authorize franchisees to use the copyrighted materials. Furthermore, there are no infringing uses actually known to us which could materially affect a franchisee's use of the copyrighted materials in any state. We are not required by any agreement to protect or defend copyrights or confidential information, although we intend to do so when this action is in the best interests of the MaidPro System.

Item 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

You must directly supervise your MaidPro Franchised Business at all times. You must maintain business times and hours as we may specify in the Operations Manual. You must successfully complete our training program and, after completion of the training, must devote full time, energy and best efforts to the operation of the Franchised Business. We have and intend to grant franchises only to individuals. However, the Franchise Agreement may be assigned to a business entity that only operates the MaidPro Franchised Business and only if the business entity is newly organized by you and that you own all of the equity and control all voting rights and powers of the business entity. An assignment is made by executing an assignment agreement in a form approved by us in which you, individually, and the business entity agrees to be bound jointly and severally by all the provisions of the Franchise Agreement and agrees to provide information and documentation concerning the formation of the business entity, its articles, bylaws, operating agreements, resolutions, stockholders, members, partners, directors and officers as applicable to us. Further, all issued and outstanding ownership documents of this business entity must bear a legend stating that they are bound by the terms of the Franchise Agreement. Even if the franchise is assigned to a business entity, you must continue to participate in the day-to-day operation of the Franchise and you, individually, must personally guaranty the Franchisee's obligations to us (see Guaranty Addendum G to the Franchise Agreement). We do not require your spouse to sign the franchise agreement or personal guaranty but we do require that your spouse sign a Confidentiality and Non-Competition Agreement.

All executive, administrative and marketing personnel actively involved in the management or operation, of the Franchised Business must attend and successfully complete our training program (as described in Item 11).

Item 16

RESTRICTIONS ON SERVICES OFFERED BY FRANCHISE

You must offer and provide all the services required by us. Further, you are prohibited from offering or providing any services not authorized by us. You are specifically limited to provide approved MaidPro services to customers who are located in your Territory. If you are servicing a customer outside of your Territory and we grant a franchise to another with a Territory that includes this customer, you must cease servicing the customer and inform the other Franchisee whose new Territory includes this customer of the service and needs of this customer to allow the new Franchisee to properly and timely service this customer. You must cease service to this customer and you will receive no compensation for your loss. We reserve the right to add additional services which you must offer and further reserve the right to withdraw any services currently authorized by us. You may not use the MaidPro System or our network of franchisee for any purpose which is not specifically authorized by us.

Item 17

RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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.

	Provision	Section in Franchise Agreement	Summary
A	The length of the Franchise Term	Section 2a	Term is 10 years.
B	Renewal or extension of the term	Section 2b-c	If you are in good standing and in full compliance with the Franchise Agreement you can add additional consecutive renewal terms of 5 years.
C	Requirements for Franchisee to renew or extend	Section 2d	Timely written notice of election to renew, sign new agreement which may contain materially different terms and conditions than your original Agreement including royalties, pay fee, and sign release and waiver.
D	Termination by Franchisee	Section 15a-b	Any time with 180 days written notice.
E	Termination by Franchisor without cause	Section 15c	Not Applicable.
F	Termination by Franchisor (with cause)	Section 15c	We can terminate only if you default, on certain terms of the Franchise Agreement.
G	“Cause” defined defaults which can be cured	Section 15c(xi)	Upon written notice from us of noncompliance you have 10 days to cure breach of certain terms of the Agreement. You have 15 days after notice to cure any violation of any law or regulation applicable to the Franchised Business.
H	“Cause” defined defaults non-curable defaults	Section 15c	Non-curable defaults; failure to pay obligation, failure to commence operation within 6 months from the date of execution of the Franchise Agreement or successfully complete initial training, conviction of felony, repeated defaults even if cured, insolvency, failure to report, abandonment, trademark misuse and unapproved transfers.
I	Franchisee's obligation	Section 16	Obligations include complete de-identification,

	Provision	Section in Franchise Agreement	Summary
	on termination/non-renewal		payments of amounts due, return of all materials, and delivery of all customer information (also see r below).
J	Assignment of contract by Franchisor	Section 21	We have the right to sell or assign the Franchise Agreement in whole or part. No restrictions. However, no assignment will be made by us, except to an Assignee who, in our good faith judgment, is willing and able to assume our obligations under the Franchise Agreement.
K	“Transfer” by Franchisee -defined	Section 20a	Includes transfer or assignment of the Agreement, the Franchise, the franchised Business or any part.
L	Franchisor’s approval of transfer by Franchisee	Section 20a	We have the right to approve all transfers, but will not unreasonably withhold approval, if conditions are satisfied.
M	Conditions for Franchisor’s approval of transfer	Section 20b-e	New franchisee must qualify, transfer fee paid, purchase agreement approved, training arranged, release signed by you and current agreement signed by new franchisee (also see r below).
N	Franchisor’s right of first refusal to acquire your business	Section 18	We can match any offer for your Franchised Business.
O	Franchisor’s option to purchase your business	Section 19	Upon termination you must offer in writing to sell Franchise to us. If there is a dispute regarding the offering, price, fair market value will be determined by the American Arbitration Association. We have 30 days to exercise our option. We have no obligation to purchase the Franchise.
P	Death or disability of Franchisee	Section 24	Your heirs may combine to operate your Franchised Business if they would otherwise qualify as an assignee including payment of transfer fee. Franchise may be transferred according to Section 17, 18 and 19 of Franchise Agreement.
Q	Non-competition covenants during the term of the Franchise	Section 25	There shall be no involvement in competing business anywhere without our written approval.
R	Non-competition covenants after the franchise is terminated or expires	Section 25 and 16a	You may not engage or be involved in any manner in a competing business for 18 months in your former Territory, within a radius of 18 miles from the center of your former Territory, or in any Territories of any MaidPro Franchise.
S	Modification of the franchise agreement	Section 22 and 23	You may not modify the franchise agreement. We may modify upon execution of written agreement with you. We may modify the Confidential Manual and any parts of the system if necessary.
T	Integration/merger clause	Section 35g	Only the terms of the franchise agreement are binding (subject to state law). No other promises are enforceable. However, nothing in the franchise agreement or in any related document is intended to disclaim our representations made in this disclosure document.
U	Dispute resolution by	Section 26	Except for certain claims, all disputes must be arbitrated

	Provision	Section in Franchise Agreement	Summary
	arbitration or mediation		before the American Arbitration Association, Boston Massachusetts office. Nothing in the Franchise Agreement or any related agreement is intended to disclaim the representations made to you in the franchise disclosure document.
V	Choice of forum	Section 26	Litigation must be in the state courts of Massachusetts and/or the United States district Courts sitting in Massachusetts.
W	Choice of law	Section 26	Massachusetts law applies.

See any state-specific riders or addenda to the franchise agreement and this disclosure document for special state disclosures.

Item 18 PUBLIC FIGURES

We have paid Ann B. Davis who played “Alice” the housekeeper on the Brady Bunch \$5,000 for the right to use her voice and image in the promotion of MaidPro and MaidPro Franchisees. This right never expires. We have produced audio spots that feature Ann B. Davis for use on voicemail and phone systems throughout the MaidPro system. Ann B. Davis does not manage or own an interest in us.

Item 19 FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC 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 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 that 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.

The information provided is an historic financial performance representation about a subset of our franchise system's existing outlets. Because business maturation can take up to eighteen months or longer we are reporting only on those Businesses open eighteen months or more. If a franchisee had more than one territory, the Gross Sales include revenues from all of the franchisee’s territories. The number of Qualified Households for each franchisee varies, and your territory may have a different number of Qualified Households. The franchisees below all had territories that had in excess of 10,000 Qualified Households at the time they signed their franchise agreements. Some of the franchisees had in excess of 50,000 Qualified Households at the time they signed their franchise agreement, or increased their territory beyond 50,000 Qualified Households by purchasing additional territories after their initial signing. A Qualified Household is a home which has an average annual income of \$75,000 or more. The number of Qualified Households in a territory typically increases over time.

Based upon the performance of the franchises which were in operation for a minimum of eighteen months as of October 1, 2013, we are providing the following disclosure of the actual Gross Sales for these units. The Average Same Franchised Unit* sales for the month ending October 31, 2013 is as follows:

*We define “Same Franchised Units” as a franchised business in operation a minimum of eighteen months as of October 1, 2013. Out of the 155 franchised businesses operated by 132 franchisees, that were in operation on October 1, 2013, we are reporting on 127 franchised businesses, operated by 100 franchisees which comply with the definition for Same Franchised Units.

**ENTERPRISE MARKET (# of Qualified Households is
greater than 25,000)**

Franchisee	# of Territories	# of Qualified Households on 10/31/13	Total Gross Sales for Month Ending 10/31/13	Recurring Service Sales, Month Ending 10/31/13	OTC Sales ₂ Month Ending 10/31/13	Job Related Payroll ₃ Month Ending 10/31/13	Job Costing % ₄ Month Ending 10/31/13	Cost Per Inquiry ₅ Month Ending 10/31/13	Recurring Customers ₆ Month Ending 10/31/13
1	6	183,496	\$148,203.90	\$124,916.94	\$23,286.96	\$56,056.86	37.82%	\$28.34	680
2	3	106,327	\$257,760.26	\$235,953.66	\$21,806.60	\$108,610.94	42.14%	\$69.90	1070
3	3	53,912	\$119,422.08	\$103,525.85	\$15,896.23	\$39,301.15	32.91%	\$40.05	345
4	3	128,459	\$86,132.00	\$79,832.00	\$6,300.00	\$28,437.88	33.02%	\$15.74	417
5	3	237,266	\$95,114.03	\$86,214.67	\$8,899.36	\$31,025.77	32.62%	\$27.09	357
6	2	41,833	\$29,495.30	\$25,750.97	\$3,744.33	\$9,170.19	31.09%	\$36.80	144
7	2	77,059	\$125,232.00	\$114,492.00	\$10,740.00	\$40,701.81	32.50%	\$35.76	499
8	2	98,371	\$129,427.70	\$117,394.07	\$12,033.63	\$45,717.98	35.32%	\$51.21	471
9	2	58,346	\$104,766.54	\$95,945.54	\$8,821.00	\$36,025.17	34.39%	\$27.27	461
10	2	63,008	\$59,162.50	\$53,118.00	\$6,044.50	\$17,788.51	30.07%	\$75.51	192
11	2	221,344	\$193,748.66	\$160,202.95	\$33,545.71	\$64,018.69	33.04%	\$50.55	691
12	2	64,082	\$108,155.88	\$93,827.54	\$14,328.34	\$39,992.49	36.98%	\$12.40	400
13	2	97,803	\$100,093.50	\$90,489.10	\$9,604.40	\$36,533.80	36.50%	\$48.38	414
14	2	138,527	\$113,416.40	\$95,894.10	\$17,522.30	\$41,441.40	36.54%	\$39.52	455
15	2	58,127	\$206,152.90	\$176,913.50	\$29,239.40	\$65,555.51	31.80%	\$34.17	810
16	2	34,564	\$91,805.00	\$84,682.00	\$7,123.00	\$35,144.62	38.28%	\$71.18	372
17	2	66,411	\$84,043.69	\$80,941.94	\$3,101.75	\$29,739.32	35.39%	\$25.98	386
18	2	74,586	\$126,914.70	\$121,593.70	\$5,321.00	\$42,122.25	33.19%	\$40.73	585
19	2	78,394	\$79,006.00	\$68,645.50	\$10,360.50	\$24,565.92	31.09%	\$14.29	316
20	1	26,481	\$21,728.00	\$18,327.00	\$3,401.00	\$7,458.91	34.33%	\$34.82	85
21	1	26,945	\$16,899.00	\$15,992.00	\$907.00	\$5,983.18	35.41%	\$11.54	86
22	1	131,465	\$62,253.36	\$56,769.88	\$5,483.48	\$22,901.50	36.79%	\$34.20	264
23	1	28,420	\$46,644.09	\$42,117.23	\$4,526.86	\$16,349.37	35.05%	\$64.39	220
24	1	30,574	\$80,969.01	\$74,508.01	\$6,461.00	\$29,543.35	36.49%	\$30.87	332
25	1	67,222	\$104,286.00	\$90,723.00	\$13,563.00	\$37,065.61	35.54%	\$50.88	458
26	1	53,841	\$37,755.45	\$34,750.45	\$3,005.00	\$13,502.00	35.76%	\$38.94	149
27	1	26,045	\$18,705.50	\$18,044.00	\$661.50	\$6,197.30	33.13%	\$44.70	75
28	1	44,712	\$39,261.06	\$36,104.06	\$3,157.00	\$13,299.56	33.87%	\$38.74	183
29	1	44,820	\$61,326.50	\$49,095.50	\$12,231.00	\$22,862.22	37.28%	\$28.97	187
30	1	28,991	\$34,634.55	\$31,256.05	\$3,378.50	\$13,137.37	37.93%	\$39.94	160
31	1	37,495	\$17,514.30	\$16,100.48	\$1,413.82	\$6,724.67	38.40%	\$78.01	94
32	1	83,451	\$89,622.13	\$80,853.55	\$8,768.58	\$34,774.84	38.80%	\$39.91	328
33	1	25,834	\$34,511.51	\$33,236.75	\$1,274.76	\$10,028.41	29.06%	\$36.84	126
34	1	36770	\$14,528.60	\$12,312.60	\$2,216.00	\$5,379.77	37.03%	\$44.80	53
35	1	54,065	\$23,849.50	\$22,353.00	\$1,496.50	\$11,658.36	48.88%	\$26.20	111
36	1	32,349	\$9,608.00	\$8,705.00	\$903.00	\$2,442.75	25.42%	\$17.40	32
37	1	35,235	\$29,310.43	\$23,796.93	\$5,513.50	\$11,002.09	37.54%	\$30.64	133
38	1	31,057	\$20,484.00	\$18,924.00	\$1,560.00	\$7,674.58	37.47%	\$27.56	84
39	1	57,363	\$72,765.11	\$57,641.52	\$15,123.59	\$27,000.18	37.11%	\$41.20	271
40	1	32,072	\$53,455.50	\$47,103.50	\$6,352.00	\$24,829.89	46.45%	\$65.22	166

41	1	32,398	\$46,659.50	\$35,041.00	\$11,618.50	\$16,173.97	34.66%	\$34.37	157
42	1	36,723	\$65,139.14	\$52,240.14	\$12,899.00	\$22,908.10	35.17%	\$51.42	246
43	1	58,292	\$82,627.15	\$78,322.15	\$4,305.00	\$27,165.03	32.88%	\$15.13	320
44	1	29,943	\$62,768.00	\$48,751.50	\$14,016.50	\$32,920.98	52.45%	\$14.26	318
45	1	41,037	\$50,858.24	\$48,171.24	\$2,687.00	\$19,639.89	38.62%	\$70.26	217
46	1	71,690	\$57,876.71	\$47,281.71	\$10,595.00	\$19,482.35	33.66%	\$27.78	208
47	1	34,210	\$70,276.27	\$50,974.28	\$19,301.99	\$23,673.01	33.69%	\$39.51	147
48	1	27,821	\$38,004.14	\$34,894.26	\$3,109.88	\$13,465.34	35.43%	\$62.45	164
49	1	40,090	\$19,356.25	\$16,568.25	\$2,788.00	\$6,872.40	35.50%	\$24.30	101
50	1	51,294	\$40,647.00	\$25,862.00	\$14,785.00	\$13,329.48	32.79%	\$16.73	131
51	1	28,426	\$29,903.03	\$27,735.03	\$2,168.00	\$11,596.78	38.78%	\$46.30	105
52	1	47,893	\$38,286.65	\$33,002.65	\$5,284.00	\$13,040.68	34.06%	\$73.14	149
53	1	39,374	\$31,026.59	\$25,539.89	\$5,486.70	\$11,257.00	36.28%	\$41.26	123
54	1	33,812	\$31,778.23	\$27,529.23	\$4,249.00	\$10,549.85	33.20%	\$24.60	120
55	1	42,167	\$58,654.93	\$55,517.93	\$3,137.00	\$18,483.20	31.51%	\$25.48	326
56	1	52,374	\$77,154.47	\$73,910.72	\$3,243.75	\$29,250.64	37.91%	\$134.67	365
57	1	28,164	\$32,499.00	\$29,460.00	\$3,039.00	\$11,196.01	34.45%	\$18.30	125
58	1	33,784	\$66,783.65	\$63,993.65	\$2,790.00	\$23,035.64	34.49%	\$36.74	281
59	1	27,579	\$31,459.92	\$29,686.92	\$1,773.00	\$10,884.56	34.60%	\$52.33	142
60	1	48,090	\$36,060.51	\$31,861.50	\$4,199.01	\$12,499.01	34.66%	\$19.67	152
61	1	91,479	\$113,848.20	\$107,163.34	\$6,684.86	\$41,049.59	36.06%	\$59.81	475
62	1	35,812	\$44,566.13	\$35,590.68	\$8,975.45	\$14,929.10	33.50%	\$33.04	184
63	1	46,771	\$40,480.81	\$38,347.61	\$2,133.20	\$11,939.92	29.50%	\$41.57	180
64	1	34,664	\$67,613.17	\$65,388.90	\$2,224.27	\$26,840.83	39.70%	\$86.87	311
65	1	65,103	\$54,008.50	\$48,197.50	\$5,811.00	\$17,099.31	31.66%	\$37.43	184
66	1	89,146	\$45,463.59	\$43,558.59	\$1,905.00	\$16,533.06	36.37%	\$35.33	205
67	1	37,294	\$69,328.05	\$57,325.34	\$12,002.71	\$23,281.41	33.58%	\$21.58	267
68	1	61,392	\$51,354.00	\$45,494.00	\$5,860.00	\$18,151.98	35.35%	\$32.28	177
69	1	32,642	\$31,015.56	\$23,687.00	\$7,328.56	\$10,574.69	34.09%	\$48.64	108
70	1	29,735	\$32,893.56	\$31,388.35	\$1,505.21	\$12,748.88	38.76%	\$37.23	157
71	1	36,067	\$36,886.90	\$34,960.58	\$1,926.32	\$13,701.57	37.14%	\$64.99	147
72	1	36,153	\$41,905.00	\$37,929.00	\$3,976.00	\$15,642.97	37.33%	\$67.76	160

* Franchisee with multiple office locations and territories

₁ Sales generated from Recurring Cleaning services

₂ Sales generated from One Time Cleaning (OTC) services (Non-Recurring)

₃ Cost of direct job related payroll (These figures do not included any insurance, taxes, benefits or incentives paid to your employees)

₄ Percent of direct job related payroll paid to employees based on Gross Sales (These figures do not included any insurance, taxes, benefits or incentives paid to your employees)

₅ Cost in advertising monies spent to get a potential customer to inquirer about service

₆ Number of Recurring Customers (weekly, bi-weekly and monthly)

The following averages are based on the figures represented in the chart above for the ENTERPRISE MARKET Offices.

Average Total Monthly Sales	\$65,907.60
Average Recurring Sales	\$58,394.77
Average OTC Sales	\$7,512.83
Average Job Costing	\$23,495.60
Average Job Costing %	35.56%
Average Cost Per Inquiry	\$41.19
Average # Recurring Customers	265
Average Monthly Sales Per Average # Recurring Customer	\$220

SELECT MARKET (# of Qualified Households is less than 25,000)

Franchisee	# of Territories	# of Qualified Households on 10/31/13	Total Gross Sales for Month Ending 10/31/13	Recurring Service Sales ₁ Month Ending 10/31/13	OTC Sales ₂ Month Ending 10/31/13	Job Related Payroll ₃ Month Ending 10/31/13	Job Costing % ₄ Month Ending 10/31/13	Cost Per Inquiry ₅ Month Ending 10/31/13	Recurring Customers ₆ Month Ending 10/31/13
73	1	10,427	\$35,569.75	\$32,195.25	\$3,374.50	\$12,992.25	36.53%	\$31.90	125
74	1	18,837	\$63,978.00	\$55,568.00	\$8,410.00	\$23,023.90	35.99%	\$49.17	258
75	1	23,965	\$10,498.45	\$8,976.95	\$1,521.50	\$2,927.66	27.89%	\$24.56	48
76	1	19,766	\$16,859.79	\$13,528.80	\$3,330.99	\$5,419.44	32.14%	\$28.82	65
77	1	10,118	\$23,868.51	\$21,951.51	\$1,917.00	\$8,674.66	36.34%	\$28.75	87
78	1	23,026	\$49,855.00	\$47,687.39	\$2,167.61	\$19,323.82	38.76%	\$99.52	186
79	1	20,894	\$54,257.15	\$49,974.65	\$4,282.50	\$16,903.07	31.15%	\$17.86	244
80	1	20,004	\$23,513.50	\$19,488.00	\$4,025.50	\$8,456.22	35.96%	\$15.40	79
81	1	20,978	\$54,716.00	\$53,089.00	\$1,627.00	\$19,585.69	35.80%	\$91.06	236
82	1	13,658	\$9,832.50	\$8,650.50	\$1,182.00	\$2,954.00	30.04%	\$18.84	12
83	1	24,019	\$54,593.86	\$50,404.86	\$4,189.00	\$20,243.34	37.08%	\$29.47	206
84	1	24,510	\$40,045.05	\$35,175.00	\$4,870.05	\$11,157.06	27.86%	\$46.25	180
85	1	22,280	\$32,681.75	\$27,863.00	\$4,818.75	\$11,645.91	35.63%	\$35.70	145
86	1	13,523	\$14,732.62	\$11,626.63	\$3,105.99	\$2,565.00	17.41%	\$40.80	39
87	1	24,374	\$32,741.67	\$27,256.07	\$5,485.60	\$11,214.05	34.25%	\$42.81	118
88	1	24,527	\$32,765.05	\$30,190.05	\$2,575.00	\$11,266.35	34.39%	\$128.79	169
89	1	17,203	\$8,458.74	\$7,665.53	\$793.21	\$2,953.32	34.91%	\$41.50	31
90	1	22,979	\$7,518.00	\$5,487.00	\$2,031.00	\$3,173.92	42.22%	\$8.91	31

91	1	23,863	\$41,413.03	\$35,106.14	\$6,306.89	\$15,000.76	36.22%	\$26.53	152
92	1	10,128	\$38,338.26	\$33,942.30	\$4,395.96	\$12,224.41	31.89%	\$58.65	159
93	1	13,249	\$25,156.71	\$24,124.21	\$1,032.50	\$9,441.90	37.53%	\$26.10	103
94	1	21,836	\$39,672.48	\$31,568.00	\$8,104.48	\$14,551.30	36.68%	\$73.44	141
95	1	18,491	\$26,109.65	\$20,974.65	\$5,135.00	\$9,272.59	35.51%	\$32.58	115
96	1	22,935	\$63,497.10	\$57,216.95	\$6,280.15	\$22,702.52	35.75%	\$22.95	258
97	1	19,045	\$33,011.10	\$31,500.10	\$1,511.00	\$11,058.36	33.50%	\$75.68	153
98	1	20,106	\$40,103.25	\$33,958.25	\$6,145.00	\$12,329.93	30.75%	\$20.72	143
99	1	23,516	\$28,211.33	\$26,562.31	\$1,649.02	\$9,790.88	34.71%	\$31.62	117
100	1	11,148	\$17,209.48	\$15,800.60	\$1,408.88	\$6,523.55	37.91%	\$26.90	77

* Franchisee with multiple office locations and territories

₁ Sales generated from Recurring Cleaning services

₂ Sales generated from One Time Cleaning (OTC) services (Non-Recurring)

₃ Cost of direct job related payroll (These figures do not included any insurance, taxes, benefits or incentives paid to your employees)

₄ Percent of direct job related payroll paid to employees based on Gross Sales (These figures do not included any insurance, taxes, benefits or incentives paid to your employees)

₅ Cost in advertising monies spent to get a potential customer to inquirer about service

₆ Number of Recurring Customers (weekly, bi-weekly and monthly)

The following averages are based on the figures represented in the chart above for the **SELECT MARKET** Offices.

Average Total Monthly Sales	\$32,828.85
Average Recurring Sales	\$29,197.56
Average OTC Sales	\$3,631.29
Average Job Costing	\$11,334.85
Average Job Costing %	34.10%
Average Cost Per Inquiry	\$41.97
Average # Recurring Customers	131
Average Monthly Sales Per Average # Recurring Customer	\$222

Monthly Gross Sales, however, will fluctuate somewhat throughout the year. The locations of the franchised businesses are across the United States (See Item 20), and the franchised businesses are located in both major metropolitan areas, suburban areas and rural areas.

The above figures, which reflects Gross Sales, not profits, were calculated based upon information reported to us by our franchisees in their monthly reports used by us for calculating Royalties. The monthly reports

are compiled using Service CEO and Salesforce.com Software. The above figures have not been audited by us. The figures do not reflect all costs of sales, operating expenses or other costs and expenses that must be deducted from the Gross Sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your MaidPro Franchised Business. Other franchisees may be one source of this information.

Some MaidPro Franchised Businesses have sold this amount. Your individual results may differ. There is no assurance that you will sell as much. Further, your Gross Sales and your financial results will depend upon, among other things, such factors as local and national economic conditions; how much you follow our methods and procedures; your sales skills; your management skill, experience and business acumen; whether you personally manage your Franchised Business or hire a manager; the region in which your Franchised Business is located; the competition in your local market; the prevailing wage rate; and the sales level reached during the initial period.

Your analysis of a MaidPro franchised business should include estimates of expenses for all applicable items, including, office rental space, salaries or commissions, your own salary, phone/fax charges, postage, travel, auto expense, insurance, supplies and the costs of marketing. All of these items are based largely on factors within your control, for which you can obtain information through your own research. Since these amounts are to a great degree a matter of personal business decisions and preferences, we have included no estimates for these items, and you should make appropriate assumptions. Please see Items 6 and 7 for a description of certain expense items, which you are likely to incur in operating a MaidPro Franchised Business. However, you should also be aware that the expense items listed above and those listed in Items 6 and 7, taken together, are by no means exhaustive. There are likely to be additional expenses that we have not listed, some of which may be unique to your market or situation. Written substantiation for the financial performance representations will be made available to you in writing upon reasonable request.

ADVERTISING AND FINANCIAL ASSUMPTIONS

Advertising Budget: We recommend that you spend a specified amount on your local advertising, depending on the size of your specific territory.

The following figures are based on data obtained through salesforce.com Software and MaidPro National Sales Center Metrics and compiled by our MaidPro National Sales Center personnel. Please refer to Item 6 for more information regarding the MaidPro National Sales Center. All figures are based on 97 franchised businesses that used the MaidPro National Sales Center, Full-time, for internet leads and overflow leads, and had at least 1 quote contacted by the MaidPro National Sales Center during the month of December 2013:

Signup percentage for month of December 2013

Source: salesforce.com Software, MaidPro National Sales Center Metrics.

MaidPro National Sales Center Signup % (includes all leads contacted: internet and phone inquiries)	49%
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Recurring Signup percentage for month of December 2013

Source: salesforce.com Software, MaidPro National Sales Center Metrics.

For every customer that signs up for service only a percentage will sign up for recurring service.

MaidPro National Sales Center Recurring Signup % (includes all signed up leads that were scheduled for recurring service)	67%
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Item 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1

SYSTEMWIDE OUTLET SUMMARY FOR YEARS 2011 to 2013

Column 1	Column 2	Column 3	Column 4	Column 5
Outlet Type	Year	Outlet at the Start Of the Year	Outlets at the End Of The Year	Net Change
Franchised	2011	120	131	+ 11
	2012	131	158	+ 27
	2013	158	172	+14
Company-Owned*	2011	1	1	0
	2012	1	1	0
	2013	1	1	0
Total Outlets	2011	121	132	+ 11
	2012	132	159	+ 27
	2013	159	173	+14

*The “company-owned” outlet disclosed in the Table above is owned and operated by our affiliate.

Table No. 2

**TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS
(OTHER THAN THE FRANCHISOR)
FOR YEARS 2011 to 2013**

Column 1	Column 2	Column 3
State	Year	Number Of Transfers
Connecticut	2011	1
	2012	0
	2013	0
Georgia	2011	1
	2012	0
	2013	0
Illinois	2011	0
	2012	1
	2013	2
Massachusetts	2011	0
	2012	0
	2013	1
Michigan	2011	0
	2012	0
	2013	1

Column 1	Column 2	Column 3
State	Year	Number Of Transfers
Nevada	2011	1
	2012	0
	2013	0
New Jersey	2011	1
	2012	0
	2013	1
North Carolina	2011	0
	2012	0
	2013	1
Pennsylvania	2011	0
	2012	1
	2013	0
Virginia	2011	0
	2012	0
	2013	1
Washington	2011	0
	2012	0
	2013	1
Washington DC	2011	0
	2012	0
	2013	1
Totals	2011	4
	2012	2
	2013	9

Table No. 3

**STATUS OF FRANCHISED OUTLETS
FOR YEARS 2011 to 2013**

Col.1	Col.2	Col.3	Col.4	Col.5	Col.6	Col.7	Col.8	Col.9
State/Province	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired By Franchisor	Ceased Operations – Other Reasons	Outlets at the End of the Year
Alabama	2011	1	1	0	0	0	0	2
	2012	2	0	0	0	0	0	2
	2013	2	0	0	0	0	0	2
Arizona	2011	3	0	0	0	0	0	3
	2012	3	1	0	0	0	0	4
	2013	4	0	0	0	0	0	4
California	2011	8	0	0	0	0	0	8
	2012	8	1	0	0	0	0	9
	2013	9	2	0	0	0	0	11
Colorado	2011	5	1	0	0	0	0	6
	2012	6	0	0	0	0	0	6

Col.1 State/Province	Col.2 Year	Col.3 Outlets at Start of Year	Col.4 Outlets Opened	Col.5 Terminations	Col.6 Non- Renewals	Col.7 Reacquired By Franchisor	Col.8 Ceased Operations – Other Reasons	Col.9 Outlets at the End of the Year
	2013	6	0	0	0	0	0	6
Connecticut	2011	3	0	0	0	0	0	3
	2012	3	0	0	0	0	0	3
	2013	3	0	0	0	0	0	3
Delaware	2011	0	0	0	0	0	0	0
	2012	0	1	0	0	0	0	1
	2013	1	0	0	0	0	0	1
Florida	2011	14	0	0	0	0	1	13
	2012	13	4	0	0	0	0	17
	2013	17	2	0	0	0	0	19
Georgia	2011	5	0	0	0	0	0	5
	2012	5	2	0	0	0	0	7
	2013	7	1	0	0	0	0	8
Hawaii	2011	1	0	0	0	0	0	1
	2012	1	0	1	0	0	0	0
	2013	0	0	0	0	0	0	0
Illinois	2011	5	1	0	0	0	0	6
	2012	6	0	0	0	0	0	6
	2013	6	5	0	0	0	0	11
Indiana	2011	2	0	0	0	0	0	2
	2012	2	0	0	0	0	0	2
	2013	2	0	0	0	0	0	2
Iowa	2011	1	0	0	0	0	0	1
	2012	1	0	0	0	0	0	1
	2013	1	0	0	0	0	0	1
Kansas	2011	0	1	0	0	0	0	1
	2012	1	1	0	0	0	0	2
	2013	2	0	0	0	0	0	2
Kentucky	2011	2	0	0	0	0	0	2
	2012	2	0	0	0	0	0	2
	2013	2	0	0	0	0	0	2
Louisiana	2011	0	0	0	0	0	0	0
	2012	0	2	0	0	0	0	2
	2013	2	0	0	0	0	0	2
Maryland	2011	5	2	1	0	0	0	6
	2012	6	2	0	0	0	0	8
	2013	8	0	2	0	0	0	6
Massachusetts	2011	7	0	0	0	0	0	7
	2012	7	0	0	0	0	0	7
	2013	7	0	0	0	0	0	7
Michigan	2011	3	0	0	0	0	0	3
	2012	3	0	0	0	0	0	3
	2013	3	0	0	0	0	0	3
Minnesota	2011	2	0	0	0	0	0	2
	2012	2	0	0	0	0	0	2
	2013	2	0	0	0	0	0	2
Missouri	2011	2	0	0	0	0	0	2
	2012	2	2	0	0	0	0	4

Col.1 State/Province	Col.2 Year	Col.3 Outlets at Start of Year	Col.4 Outlets Opened	Col.5 Terminations	Col.6 Non-Renewals	Col.7 Reacquired By Franchisor	Col.8 Ceased Operations – Other Reasons	Col.9 Outlets at the End of the Year
	2013	4	1	0	0	0	0	5
Nevada	2011	1	0	0	0	0	0	1
	2012	1	0	0	0	0	0	1
	2013	1	0	0	0	0	0	1
New Hampshire	2011	1	0	0	0	0	0	1
	2012	1	0	0	0	0	0	1
	2013	1	0	0	0	0	0	1
New Jersey	2011	8	1	0	0	0	0	9
	2012	9	1	0	0	0	0	10
	2013	10	0	0	0	0	0	10
New York	2011	6	0	0	0	0	1	5
	2012	5	1	0	0	0	0	6
	2013	6	0	1	0	0	0	5
North Carolina	2011	5	0	0	0	0	2	3
	2012	3	1	0	0	0	0	4
	2013	4	0	0	0	0	0	4
Ohio	2011	0	1	0	0	0	0	1
	2012	1	0	0	0	0	0	1
	2013	1	0	0	0	0	0	1
Oklahoma	2011	1	0	0	0	0	0	1
	2012	1	0	0	0	0	0	1
	2013	1	0	0	0	0	0	1
Pennsylvania	2011	3	3	0	0	0	0	6
	2012	6	1	0	0	0	0	7
	2013	7	2	0	0	0	0	9
Rhode Island	2011	1	1	0	0	0	0	2
	2012	2	0	0	0	0	0	2
	2013	2	1	0	0	0	0	3
South Carolina	2011	1	0	0	0	0	0	1
	2012	1	0	0	0	0	0	1
	2013	1	0	0	0	0	0	1
Tennessee	2011	0	0	0	0	0	0	0
	2012	0	2	0	0	0	0	2
	2013	2	0	0	0	0	0	2
Texas	2011	9	1	0	0	0	0	10
	2012	10	4	0	0	0	0	14
	2013	14	4	1	0	0	0	17
Utah	2011	1	0	0	0	0	0	1
	2012	1	1	0	0	0	0	2
	2013	2	0	0	0	0	0	2
Virginia	2011	4	1	0	0	0	0	5
	2012	5	0	0	0	0	0	5
	2013	5	0	0	0	0	0	5
Washington	2011	4	0	0	0	0	0	4
	2012	4	0	0	0	0	0	4
	2013	4	1	1	0	0	0	4
Washington DC	2011	2	0	0	0	0	0	2
	2012	2	0	0	0	0	0	2

Col.1 State/Province	Col.2 Year	Col.3 Outlets at Start of Year	Col.4 Outlets Opened	Col.5 Terminations	Col.6 Non- Renewals	Col.7 Reacquired By Franchisor	Col.8 Ceased Operations – Other Reasons	Col.9 Outlets at the End of the Year
	2013	2	0	0	0	0	0	2
Wisconsin	2011	1	0	0	0	0	0	1
	2012	1	0	0	0	0	0	1
	2013	1	0	0	0	0	0	1
Alberta Canada	2011	2	2	0	0	0	0	4
	2012	4	0	0	0	0	0	4
	2013	4	0	0	0	0	0	4
Ontario Canada	2011	0	0	0	0	0	0	0
	2012	0	1	0	0	0	0	1
	2013	1	0	0	0	0	0	1
Nova Scotia Canada	2011	1	0	0	0	0	0	1
	2012	1	0	0	0	0	0	1
	2013	1	0	0	0	0	0	1
Totals	2011	120	16	1	0	0	4	131
	2012	131	28	1	0	0	0	158
	2013	158	19	5	0	0	0	172

Table No. 4

**STATUS OF COMPANY-OWNED* OUTLETS
FOR YEARS 2011 to 2013**

Col.1 State	Col.2 Year	Col.3 Outlets at Start of the Year	Col.4 Outlets Opened	Col.5 Outlets Reacquired From Franchisees	Col.6 Outlets Closed	Col.7 Outlets Sold to Franchisees	Col.8 Outlets at End of the Year
Massachusetts	2011	1	0	0	0	0	1
	2012	1	0	0	0	0	1
	2013	1	0	0	0	0	1
Totals	2011	1	0	0	0	0	1
	2012	1	0	0	0	0	1
	2013	1	0	0	0	0	1

*The “company-owned” outlet disclosed in the table above is owned and operated by our affiliate.

Table No. 5

PROJECTED OPENINGS AS OF DECEMBER 31, 2013

Column 1	Column 2	Column 3	Column 4
State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlet in Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Arizona	0	1	0
Florida	0	1	0
Georgia	0	1	0
Indiana	0	1	0
Maryland	0	2	0
Massachusetts	1	1	0
Michigan	0	1	0
Minnesota	0	1	0
Missouri	0	1	0
Ohio	0	1	0
Pennsylvania	0	1	0
Texas	1	3	0
Canada	0	5	0
Total	2	20	0

All numbers are as of December 31 for each year.

The names of our franchisees and the addresses and telephone numbers of their units are listed in Exhibit F as of December 31, 2013. The name and last known address and telephone number of every franchisee who has had a unit terminated, canceled, 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 us within 10 weeks of the disclosure document issuance date are also listed in Exhibit F.

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

In some instances, current and former franchisees signed provisions restricting their ability to speak openly about their experience with us. You may wish to speak with current and former franchisees, but be aware that not all franchisees will be able to communicate with you. Our franchise agreements have confidentiality clauses which prevent current and former franchisees from disclosing proprietary, confidential and trade secret information about our system. During the last three fiscal years we have not signed any other type of agreement (settlement, etc.) which contained a confidentiality clause with any current or former franchisees

The following are, to the extent known, the names, addresses, telephone numbers, e-mail address and Web address of each trademark-specific franchisee organization associated with the franchise system being offered:

An organization created and endorsed by franchisor: MaidPro Franchise Advisory Board, Richard Sparacio, President, MaidPro Franchise Corporation, 77 North Washington Street, Boston, MA 02114, 617-742-8787, richard@maidpro.com, www.maidpro.com .

Item 21 FINANCIAL STATEMENTS

We have attached as Exhibit B of this Disclosure Document our audited financial statements for the periods ending December 31, 2011, December 31, 2012 and December 31, 2013. These financial statements are prepared in accordance with generally accepted accounting principles by an independent auditor. Our fiscal year end is December 31st.

Item 22 CONTRACTS

Form Franchise Agreement is attached as Exhibit C.

Form of End User License Agreement for MaidPro Software is attached as Addendum C to Franchise Agreement

Confidentiality and Non-Competition Agreement is attached as Addendum D to Franchise Agreement

Franchise Compliance Questionnaire is attached as Addendum E to Franchise Agreement

Guaranty Agreement is attached as Addendum F to Franchise Agreement

Transfer of Service Agreement is attached as Addendum G to the Franchise Agreement

Electronic Funds Transfer Authorization is attached as Addendum H to Franchise Agreement

Promissory Note and Security Agreement is attached as Addendum I to Franchise Agreement

VetFran Amendment is attached as Addendum J to Franchise Agreement

Form of Mutual Termination and General Release Agreement is attached as Exhibit E.

Conversion Franchise Agreement is attached as Exhibit G

Item 23 RECEIPT

See the last two pages of this Disclosure Document for detachable documents (one for retention by you and one for us) acknowledging receipt of the Disclosure Document by you.