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STANLEY STEEMER®

FRANCHISE DISCLOSURE DOCUMENT

Stanley Steemer International, Inc.
An Ohio corporation
5800 Innovation Drive
Dublin, Ohio 43016
(614) 764-2007
www.stanleysteemer.com
FranchiseOpps@Steemer.com

Brief Description of the Franchised Business: The franchisee will own and operate a Stanley Steemer cleaning and restoration business that offers cleaning, restoration and related services for various types of systems and surfaces found in indoor environments. Stanley Steemer businesses offer proprietary cleaning systems, including exclusive equipment and cleaning methods, that can be applied to various types of systems and surfaces found in indoor environments, including all types of flooring, upholstery, HVAC systems, air ducts and related items.

The total investment necessary to begin operation of a Stanley Steemer franchise ranges from $158,210 to $522,195 for a Stanley Steemer cleaning business using a single Stanley Steemer Cleaning Platform capable of cleaning flooring, upholstery, HVAC systems, air ducts and related items. This includes the $128,495 to $448,495 that must be paid to Stanley Steemer.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact D. Ryan Jankowski, at Stanley Steemer International, Inc., 5800 Innovation Drive, Dublin, Ohio 43016 and (614) 764-2007.

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

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

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How to Use This Franchise Disclosure Document

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

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

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What You Need To Know About Franchising Generally

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

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

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

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

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

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

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

Some States Require Registration

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

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

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Special Risks To Consider About This Franchise

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

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

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

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

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DISCLOSURES REQUIRED BY THE 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, 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 in this Act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

(c) A provision that permits a franchisor to terminate a franchisee 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 provisions of the franchise agreement and failure to cure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such a 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 five 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 the franchisor’s intent not to renew the franchise.

(e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

(f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

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

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

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

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

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

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

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

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE ATTORNEY GENERAL.

The Michigan Franchise Investment Law also provides:

A franchisor whose most recent financial statements are unaudited and which show a net worth of less than One Hundred Thousand Dollars ($100,000) shall, at the request of a franchisee, arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations to provide real estate, improvements, equipment, inventory, training or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in the place of escrow.

The escrow agent shall be a financial institution authorized to do business in the State of Michigan. The escrow agent may release to the franchisor that amount of the escrowed funds applicable to a specific franchisee upon presentation of an affidavit executed by the franchisee and an affidavit executed by the franchisor stating that the franchisor has fulfilled its obligation to provide real estate, improvements, equipment, inventory, training or other items. This sub-section does not prohibit a partial release of escrowed funds upon receipt of affidavits of partial fulfillment of the franchisor's obligation.

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

Franchisees should direct any questions concerning this offering to:

Assistant Attorney General
Consumer Protection Division, Franchise Section
G. Mennen Williams Building, First Floor
525 West Ottawa Street
Lansing, MI 48933
(517) 373-7117

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

The name of the franchisor is Stanley Steemer International, Inc., which is referred to in this disclosure document as "Stanley Steemer" or "we" or "us". Stanley Steemer is an Ohio corporation. We do business under the names "Stanley Steemer International, Inc.", "Stanley Steemer Carpet Cleaner", "Stanley Steemer Duct Cleaning Service", and "Stanley Steemer Restoration Services". Our principal business address is 5800 Innovation Drive, Dublin, Ohio 43016. When we use the word "you" in this disclosure document, we are referring to you as a prospective Stanley Steemer franchisee and to other Stanley Steemer franchisees. If you elect to acquire a Stanley Steemer franchise through a corporation, limited liability company, partnership or other business entity, the word "you" also includes the shareholders, members, partners or owners of that entity. References in this disclosure document to "current" or "currently" mean as of the original issuance date of this disclosure document. Our agent for service of process is Philip P. Ryser, 5800 Innovation Drive, Dublin, Ohio 43016. In addition, if your state is listed in Exhibit I to this disclosure document, our agent for service of process in your state is listed in Exhibit I.

In April of 2000, our affiliate, Stanley Steemer National Advertising Fund, Inc., an Ohio nonprofit corporation, was formed to operate Stanley Steemer's national advertising program on behalf of Stanley Steemer Businesses. Its principal business address is 5800 Innovation Drive, Dublin, Ohio 43016.

We have no parents or predecessors or, except as disclosed in the preceding paragraph, affiliates required to be disclosed in this disclosure document.

Description of Stanley Steemer's Business

We are in the business of providing cleaning, restoration and related services for various types of systems and surfaces found in indoor environments (referred to in this disclosure document as a "Stanley Steemer Business") under our distinctive business format and operating system, including uniform methods, plans, standards, specifications, and procedures of operation, management and quality, as well as uniformity of products and services (any and all of which may be periodically modified by us) (collectively, the "Stanley Steemer System"). The Stanley Steemer System includes additional special characteristics identifiable to the public by our trade secrets, trademarks, service marks, names, logos and symbols, which are used by us in identifying, advertising, promoting and marketing cleaning, restoration and related services for various types of systems and surfaces found in indoor environments (the "Trademarks"). We are also in the business of selling merchandise related to the services listed above, as well as licensing franchisees to operate a Stanley Steemer Business in a particular area. We also manufacture and sell to our franchisees cleaning equipment and accessories, cleaning chemicals, products and other supplies and equipment for use in connection with a Stanley Steemer Business. We also manufacture and sell Stanley Steemer Professional Carpet & Upholstery Spot Remover™ and Stanley Steemer Odor Out™ to various retail outlets throughout the United States. We also operate a catalog order business for these items and for certain floor care and cleaning products and offers certain of these items through our website at www.stanleysteemer.com.

Other than as described above, we are not engaged in other business activities.

Description of the Stanley Steemer Franchise

Each Stanley Steemer franchise offers cleaning, restoration, and related services for various types of systems and surfaces found in indoor environments to individuals and businesses using methods and techniques established by us within a specified geographic area. These services are performed by using the proprietary Stanley Steemer Carpet Cleaning Machine and/or the Stanley Steemer Steemervac™ Air Duct Cleaning Machine (the "Stanley Steemer Cleaning Platforms"), which are contained in a vehicle bearing our distinctive yellow color and trademarks.

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Our franchisees also offer various products and cleaning supplies specified by us for sale to the public.

We currently operate Stanley Steemer Businesses of the type being franchised in numerous markets throughout the United States.

Market and Competition

The general market for the products and services to be offered by your Stanley Steemer Business is the residential market, and to a lesser extent the commercial market. The business is year-round and is not seasonal. The market for the products and services is developed. If you become a Stanley Steemer franchisee, you must compete with a large number of already established locally owned cleaning and restoration businesses, many of which have been in business for a significant period of time, as well as several national or regional franchise programs offering franchises similar to ours. You should consult the classified telephone directory and undertake an Internet search for "Carpet and Upholstery Cleaners," "Air Duct Cleaning" and/or "Water Damage Restoration" to determine the number of competitors in the area.

Laws or Regulations Applicable to a Stanley Steemer Business

A Stanley Steemer Business is subject to numerous laws and governmental regulations that apply to businesses generally. In addition, certain areas of the country may have environmental regulations which may affect how you operate your Stanley Steemer Business. You will need to contact your state and local authorities to determine the applicability of local regulations and ordinances as they relate to your Stanley Steemer Business. We are aware that certain states (including Arizona, Arkansas, California, Florida, Georgia, Michigan, and Texas) require businesses providing duct cleaning services to first obtain a contractor's license. Before you purchase a Stanley Steemer franchise, we suggest that you check on the existence of any applicable regulations in your area.

Prior Business Experience of Stanley Steemer

We have conducted a cleaning business of the type to be operated by you since 1947.

Prior to our incorporation in 1972, we were a sole proprietorship operated by Jack A. Bates, our founder and former Chairman of the Board. We have offered Stanley Steemer Carpet Cleaner franchises since 1972, Stanley Steemer Air Duct Cleaning Service "add-on" licenses from 1998 through 2020, and Stanley Steemer Carpet Sales and Installation Service licenses from 1999 through 2013 and have never offered franchises in other lines of business.

Stanley Steemer's affiliate, Stanley Steemer National Advertising Fund, Inc., has never operated a business of the type to be operated by you and has never offered franchises in any line of business.

ITEM 2. BUSINESS EXPERIENCE

Chief Executive Officer and Chairman of the Board of Directors: Wesley C. Bates

Mr. Bates has been employed by Stanley Steemer in Columbus, Ohio since its formation in 1972. He has served as its Chief Executive Officer since January 2007 and as Chairman of the Board of Directors since December of 1989.

President: Justin M. Bates

Mr. Bates has been employed by Stanley Steemer in Columbus, Ohio since July of 1997. He has served as its President since January of 2007.

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Executive Vice President, Secretary and General Counsel: Philip P. Ryser

Mr. Ryser has been employed by Stanley Steemer in Columbus, Ohio since October of 1981. He has served as Executive Vice President, Secretary and General Counsel since March of 1998.

Vice President and Treasurer: Mark V. Bunner

Mr. Bunner has been employed by Stanley Steemer in Columbus, Ohio since October of 1984. He has served as Vice President and Treasurer since January of 1995.

Vice President of Legal Affairs and Chief Administrative Officer: D. Ryan Jankowski

Mr. Jankowski has been employed with Stanley Steemer in Columbus, Ohio since June of 1997. He has served as Chief Administrative Officer since October of 2011 and as Vice President of Legal Affairs since February of 2003.

Vice President of Human Resources: Eric Smith

Mr. Smith has been employed by Stanley Steemer in Columbus, Ohio as Vice President of Human Resources since October of 2001.

Vice President of Branch Operations: Nino DiVincenzo

Mr. DiVincenzo has been employed with Stanley Steemer in Columbus, Ohio since January of 2010. He has served as National Tile and Grout Manager since January of 2010 and as Vice President of Branch Operations since January of 2012.

Director: R. L. Richards

Mr. Richards has served as a Director of Stanley Steemer since May of 1982. Since July of 1978, he has served as an Officer and Director of the R. David Thomas Trust in Dublin, Ohio.

Director: Howard C. Task

Mr. Task has served as a Director of Stanley Steemer since February of 1985. Since July of 1994, he has served as President of Howard Task and Associates in Columbus, Ohio.

ITEM 3. LITIGATION

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

Stanley Steemer Franchise

To acquire a Stanley Steemer franchise, you must pay us an initial franchise fee. The amount of this fee will be negotiated between you and us. In negotiating the initial franchise fee, we will consider factors such as the population of the area, demographics of the population, trends in population, existing and projected

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competition, the existing Stanley Steemer advertising and/or existing sales in the area (if any), average household income, and related factors.

During 2024, the range of initial fees charged to franchisees was $100,000 to $2,433,676. As a general rule, the initial franchise fee is approximately $20,000 for each 100,000 in population or fraction of 100,000 in population in your area. Typically, the range of initial franchise fees charged to franchisees is $20,000 to $100,000.

The initial franchise fee can be paid in a single lump sum payment or can be financed under either one of two plans offered by us. The first financing plan ("Option A") would allow you to defer payment of a portion of the initial franchise fee over a period of 6 months to 5 years as you and we would agree. In this case, you would sign a promissory note, in the form of Exhibit E attached to this disclosure document, providing for the payment of the deferred portion of the initial franchise fee at an agreed-upon interest rate which would not exceed 5% per annum over the prime rate of JP Morgan Chase Bank, N.A., or its successor bank. Under the second plan (Option B"), you and we would agree to defer payment of a portion of the initial franchise fee and an estimated imputed interest on that amount. The initial franchise fee under the Stanley Steemer International, Inc. Franchise Agreement ("Franchise Agreement") would then be reduced to the amount of the down payment and the deferred amount and imputed interest would be paid, under the Franchise Agreement, by means of an additional monthly royalty payment of 3% of your gross sales until the deferred amount and imputed interest are paid in full. If Option B is selected, your Franchise Agreement will include a provision similar to Exhibit D attached to this disclosure document.

The initial franchise fee is non-refundable. However, if you elect to defer a portion of the initial franchise fee under Option B above and your franchise is terminated prior to payment in full of the deferred amount and imputed interest, you would not be obligated to pay the unpaid balance of the deferred amount and imputed interest.

If we agree, we may allow you to reserve an area prior to becoming a Stanley Steemer franchisee for a period of up to 6 months by paying a non-refundable option fee not to exceed 10 percent of the estimated initial franchise fee. This option fee will be applied toward payment of the initial franchise fee if you purchase a franchise and, with our consent, you can transfer this fee to reserve another area or purchase another Stanley Steemer franchise. A copy of the form Option to Purchase Agreement is attached as Exhibit F to this disclosure document.

In addition to the initial franchise fee, you must purchase one or more Stanley Steemer Cleaning Platforms and distinctive van-type vehicles from us. The Stanley Steemer Vehicle equipped with a Stanley Steemer Cleaning Platform and/or bearing the Trademarks is referred to in this disclosure document as the "Stanley Steemer Vehicle." The number of Stanley Steemer Vehicles will be agreed to by you and us based upon the size of your area and your business plan. The cost of each Stanley Steemer Vehicle can vary from $85,000 to $155,000 based upon how you elect to accessorize it.

You must also purchase certain equipment from us to perform water damage mitigation and restoration services. The cost of this equipment can vary from $10,000 to $40,000 depending upon the size of your area and your business plan. You must also purchase certain air duct cleaning equipment from us to perform air duct cleaning services. The cost of this equipment can vary from $8,000 to $145,000 depending upon the size of your area and your business plan.

You will also need cleaning chemicals, cleaning supplies, office supplies, advertising materials and similar items to begin your Stanley Steemer Business. These can be purchased from us or directly from a supplier approved by us. The total cost of an initial inventory of these items will vary from $5,000 to $8,000, depending upon the size of your area and your business plan.

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You are required to use our proprietary software. You are not charged an initial fee for this software, but you must pay us a non-refundable fee of $495 per person per day for any set up or conversion of your computer hardware system needed in order for you to be able to use our software.

We do not offer any financing or deferred payment terms for Stanley Steemer Vehicles or other items that you must purchase for use in your Stanley Steemer Business. Amounts that you pay to us for the initial franchise fee, the Stanley Steemer Vehicles and other items are nonrefundable. Generally, payments made to parties other than us are not refundable.

ITEM 6. OTHER FEES

OTHER FEES - Stanley Steemer Franchise

Type of Fee	Amount	Due Date	Remarks
Monthly Royalty	Monthly royalty payment equal to seven percent (7%) of gross sales from Core Business and three (3%) of gross sales from Related Business	Payable monthly on the 15th day of the next month.	See Note 1.
Minimum Annual Royalty	If the total of monthly royalty payments paid by you during a one year period are not at least equal to the Minimum Annual Royalty amount negotiated by you and us as set out in your Franchise Agreement, you must pay us the difference.	Payable within thirty (30) days following the end of each Minimum Annual Royalty Year	See Note 1.
Additional Royalty	0 to 3% of total gross sales.	Payable monthly on the 15th day of the next month.	See Note 2.
Late Payment Fee	The lesser of 18% interest per annum or the maximum amount allowed under applicable law on all amounts not paid when payment is due to us.	When payment is overdue.	See Note 3.
Advertising	10% of total gross sales.	Payable as incurred, but total amount must be spent within calendar year.	See Note 4.
National Advertising Fee	Up to 4% of monthly gross sales from Core Business and Related Business.	Payable monthly on the 15th day of the next month.	See Note 4.
1-800-STEEMER® & Location Based Call Routing Fees	Actual cost of usage on per minute basis. We estimate actual cost to	30 days after billing.	See Note 5.

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Type of Fee	Amount	Due Date	Remarks
	be between $.05 and $.08 per minute.		
National Customer Contact Center Usage Fees	Actual cost of usage on per minute basis. We estimate actual cost to be $.85-$.90 per minute.	30 days after billing.	See Note 6.
Additional Training Tuition Fee	$185-$625 per person for each training session.	30 days after billing.	See Note 7.
Transfer Fee	$10,000	Before transfer is effective.	See Note 8.
Renewal Fee	$10,000	Before renewal is effective.	See Note 9.
Audit Fee	Actual cost of audit, plus late payment fee. We estimate the actual cost of an audit to range between $4,000 to $8,000.	Immediately upon billing.	See Note 10.
Training Fee Related to Proprietary Software	Up to $250	Immediately upon billing.	See Note 11.
Indemnification of us for Expenses of Claims	The amount of all damages, losses and expenses that we incur in connection with legal actions arising out of your ownership, operation, construction or improvement of your **Stanley Steemer** business.	Upon receipt of invoice.	
Testing and Inspection	The costs of testing products, supplies and other items used in your **Stanley Steemer** business; and following an inspection of your business premises, equipment and cleaning methods, the reasonable costs and expenses incurred by us in the removal, replacement, repair, or remodel of equipment and products that do not conform to our specifications.	Upon receipt of invoice; no later than the date the next royalty payments are due under the Franchise Agreement.	See Note 12.
Ongoing Purchases from Us	The typical franchisee pays us $17,445 to $69,780 annually for	Upon receipt of invoice.	These ongoing purchases may include cleaning products, supplies, equipment,

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Type of Fee	Amount	Due Date	Remarks
	ongoing purchases from us.		and machinery, as well as accessory cleaning equipment, **Stanley Steemer** Vehicle accessories and replacement and spare parts, replacement and spare parts for your **Stanley Steemer** Cleaning Platform(s), **Stanley Steemer** Professional Carpet & Upholstery Spot Remover™ and **Stanley Steemer** Odor Out™.
Technology Fee	We have the right to require you to pay a monthly fee for your use of our proprietary software, integrated technology systems, social media listings, listings in local directories and other technology related products and services identified by us for use in your Stanley Steemer Business.	Monthly upon invoice.	We do not currently charge this fee. We have the right to change the amount of this fee from time to time. We estimate the maximum fee will be 3% to 4% of your annual gross sales.

Except as provided in the following footnotes, the fees and payments listed above are payable to us and uniformly imposed and collected by us. These fees and payments are not refundable.

Note 1: Royalty: You are required to pay to us a monthly royalty equal to 7% of your gross sales related to your Core Business and three (3%) related to your Related Business. Gross Sales means the amount of all sums charged (regardless of collection) for all products sold or services provided by you in connection with your Stanley Steemer Business, for cash or on a charge, credit or time basis, without reserve or deduction for inability or failure to collect. Gross Sales include all sums from (i) all activities of every type by you and your employees under the name Stanley Steemer or in connection with the Stanley Steemer Trademarks, (ii) any cleaning, water mitigation or restoration services performed by you or your employees; and the fair market value of all goods and services received by you in exchange for products or services provided by you or related to your Stanley Steemer Business. Gross Sales do not include the amount of overcharges, refunds, allowances or discounts to customers (including discounts attributable to coupon sales), the amount of any excise or sales tax levied upon retail sales of goods and services and collected on behalf of, and payable over to, the appropriate governmental authorities, and isolated sales of non-inventory items or the bulk sale of your Stanley Steemer Business.

The royalty fee that you will pay varies, depending upon whether the Gross Sales are from your Core Business or your Related Business. The monthly royalty payments are due and payable, without invoice or other notice from us, on the 15th day of the month following the month for which the payment is due.

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Core Business means all cleaning, enhancement, installation, maintenance, mitigation, remediation, repair and restoration services of any type not specifically defined or designated as Related Business (see below), including services related to floors, walls, ceilings, counters, furniture, soft goods, textiles, fabrics, rugs, upholstery, ductwork, HVAC and other mechanical systems.

Core Business includes the application of protective coatings, deodorizers, sanitizers and disinfectants; janitorial and housekeeping services; pressure washing services; the cleaning, maintenance, repair and restoration of hard surfaces, including exterior concrete and natural stone; the sale, installation, repair, maintenance and cleaning of air ducts, HVAC systems and related items including clean air enhancement and ventilation services; any extraction, mitigation, remediation and restoration services associated with fire, smoke, mold, flood or water damage including services paid for by insurance; the sale of any item for the care, cleaning or maintenance of any type of floors, walls, ceilings, counters, furniture, soft goods, textiles, fabrics, rugs, upholstery, ductwork, HVAC and other mechanical systems including Stanley Steemer Professional Carpet Spot Remover, Stanley Steemer Odor Out, UV lighting systems, interior/exterior matting systems and carpet rakes.

Related Business means the sale, installation and repair of all types of flooring; subcontracted services outside of the Core Business; Reconstruction Services (see below); and any other services that we may designate in the Manuals (see Item 11 of this disclosure document). Reconstruction Services means any construction services rendered in connection with fire, smoke, mold, flood or water damage. Reconstruction Services shall expressly include electrical services, plumbing services, carpentry services, roofing services, drywall and plaster, painting, wallpapering, cosmetic restoration and structural repairs. Reconstruction Services do not include demolition, tear-out or post-construction cleaning services.

You are required to pay to us a minimum annual royalty ("Minimum Annual Royalty") in an amount which is negotiated by you and us prior to signing the Franchise Agreement. In negotiating this Minimum Annual Royalty, we may consider factors such as the size and population of the franchised area, demographics of the population, trends in population, existing and projected competition, existing sales performance (if any), average household income, and related factors. During each minimum annual royalty year (the term of which is set out in a table in your Franchise Agreement) (the "Minimum Annual Royalty Year"), you must pay us a total amount of monthly royalty payments equal to or greater than the applicable amount of Minimum Annual Royalty for the Minimum Annual Royalty Year. In the event that the total amount of monthly royalty payments paid to us during a Minimum Annual Royalty Year is equal to or greater than the applicable Minimum Annual Royalty set out in the Franchise Agreement for that Minimum Annual Royalty Year, then you are not required to make an additional royalty payment for that Minimum Annual Royalty Year. However, in the event that the total amount of monthly royalty payments paid to us during any Minimum Annual Royalty Year is less than the applicable Minimum Annual Royalty set out in the Franchise Agreement for the applicable Minimum Annual Royalty Year, then, within thirty (30) days following the end of that Minimum Annual Royalty Year, you must pay us an amount of money equal to the difference between the total amount of monthly royalty payments paid during the Minimum Annual Royalty Year and the applicable Minimum Annual Royalty.

Note 2: Additional Royalty: If we agree to allow you to defer payment of a portion of the initial franchise fee and an estimated imputed interest on that amount, the deferred amount and imputed interest will be paid by you by means of an additional monthly royalty payment of 3% of your gross sales, until this amount is paid in full.

Note 3: Late Payment Fee: Any payment that is not received by us on the due date will bear interest at the lesser of eighteen percent (18%) per annum or the maximum amount allowed under applicable law from the date that payment is due until the date that payment is received by Stanley Steemer. In addition, you must reimburse us for all of our costs of collection.

Note 4: Advertising Expenditures: You are required to spend annually for advertising an amount equal to at least 10% of your annual gross sales. This amount includes any amounts spent for cooperative and

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national advertising, as discussed below. Except for national advertising and instances in which we operate as the billing and collection agent for a regional advertising cooperative or other advertising program, these amounts are paid to third parties and not to us. If we require, you must advertise in local market advertising listings, which may include directories, social media websites, applications and platforms, and independent websites. You may not advertise in local market advertising listings without our prior written approval, which we may withhold or condition for any reason. We have full rights and control over content and placement of all local market advertising listings.

In addition, if we or a majority of the Stanley Steemer Businesses in your media area determine that a media area cooperative advertising program should be established, you are required to participate in and pay your pro rata share for that cooperative advertising program, determined in accordance with the Franchise Agreement. You must also comply with all rules and regulations adopted by the members of the cooperative advertising program.

Because some franchisees have, in the past, signed other forms of franchise agreements, it is possible that some franchisees in a media area cannot legally be required to participate in cooperative advertising to the same extent as you are required.

If we have a company-owned branch operation in your area, we are also required to participate in that advertising cooperative on the same terms as you. As of the original issuance date of this disclosure document, all **Stanley Steemer** advertising cooperatives operate on the basis of one vote for each **Stanley Steemer** Business in the area served by the cooperative. Currently, we have controlling voting power in the television media areas of Baltimore, Maryland, Chicago, Illinois, Portland, Oregon, Philadelphia, Pennsylvania and Washington, DC. We do not have controlling voting power in any other advertising cooperatives. If we have controlling voting power in a cooperative, the range of the advertising cooperative fee will be approximately 4% to 12% of the annual aggregate gross sales of the Stanley Steemer Businesses operating in the media area covered by the advertising cooperative.

You are required to participate in a national advertising program for Stanley Steemer Businesses and to pay a monthly National Advertising Fee to our affiliate, Stanley Steemer National Advertising Fund, Inc. We have the right to require you to pay up to 4% of your gross sales to the National Advertising Fee each month. These payments must be made as a separate payment to **Stanley Steemer** National Advertising Fund, Inc., submitted to us and will due and payable on the 15th day of each month in the same manner as your royalty payment. The percentage of monthly gross sales that makes up the National Advertising Fee is provided by the Franchise Agreement.

Because some franchisees have, in the past, signed other forms of franchise agreements, it is possible that some franchisees cannot legally be required to participate in the national advertising program to the same extent as you are required.

Note 5: 1-800-STEEMER® & Location Based Call Routing: We maintain a national toll-free vanity number--1-800-STEEMER®--and other associated telephone numbers that route in-bound inquiries to the appropriate **Stanley Steemer** operations through a location-based routing system. You are required to use these telephone numbers in the operation of your **Stanley Steemer** Business and to pay the costs associated with this system on the basis of actual usage. Costs are billed monthly on a per minute basis. These amounts are due to be paid within 30 days after billing.

Note 6: National Customer Contact Center Usage Fees: We maintain a National Customer Contact Center for the purposes of fielding in-bound customer contacts and inquiries. Depending upon our capacity and the availability of resources, you may use the services of our National Customer Contact Center in the operation of your **Stanley Steemer** Business. Your utilization of services provided through our National Customer Contact Center is voluntary and will be determined at your discretion. If you choose to use these

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services, you will be required to pay for the costs of the services on the basis of your actual usage. Costs are billed monthly on a per minute basis. These amounts are due to be paid within 30 days after billing.

Note 7: Additional Training Tuition Fee: We provide various periodic mandatory and supplemental training programs both onsite – workshops, and offsite – road shows, for you and your personnel. Your employees are not currently required to attend these training programs, rather, their attendance will be determined at your discretion. If you or one of your employees attends one of these programs, you may be required to pay us a tuition fee that varies between $185-$625 per person per training program. These tuition fees are not applicable to our initial training program or any current additional mandatory training programs. These amounts are due within 30 days after billing and are non-refundable.

Note 8: Transfer Fee: Among other preconditions of our approval for a proposed transfer of your franchise, you or the person or business entity to whom you are transferring your franchise, must pay us a transfer fee in the amount of $10,000 before that transfer is effective.

Note 9: Renewal Fee: Among other preconditions of our approval of a request by you to renew your franchise, you must pay us a renewal fee of $10,000 before your renewal is effective.

Note 10: Audit Fee: We may audit your books, records and tax returns at any reasonable time. That audit is at our expense unless it discloses that you have understated your gross sales by 2% or more for the period covered by the audit. In that event, you must immediately pay us the royalty payment for the amounts understated, plus interest from the date payment was due until the date payment is made and reimburse us for the cost of the audit (including accounting and attorneys' fees and disbursements).

Note 11: Proprietary Software Training Fee: You must use our proprietary software in your Stanley Steemer Business. Currently, our proprietary software includes Powermagic®, Fusion™, Nimbus™ and Nimbus X™ . We provide franchisees basic training on the use of this software at a cost of $150 to $250 per person per day. We currently charge $150 per day.

Note 12: Testing and Inspection: We may inspect products, supplies and other items used in your Stanley Steemer Business, without reimbursement to you, in amounts reasonably necessary to allow us to determine whether the items removed meet our then current standards and specifications. If an item does not conform to our standards and specifications, or if you are using an item that has not been previously approved by us, you must pay the costs and expenses associated with the testing of the item. We also have the right to inspect your place of business, machines, equipment, products and the methods that you use when cleaning to ensure compliance with the Franchise Agreement. Following the inspection, we may remove, replace, repair or remodel, at your expense, any items that do not conform to our standards and specifications, provided that you have delayed or refused to take conforming action promptly upon our request. If we do so, you must pay Stanley Steemer the reasonable costs and expenses incurred by Stanley Steemer in the removal, replacement, repair, or remodel of equipment and products that do not conform to Stanley Steemer specifications. Payment is due no later than the date your next royalty payments are due. There are no purchasing or distribution cooperatives for the **Stanley Steemer** system.

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ITEM 7. ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Column 1 Type of Expenditure	Column 2 Amount	Column 3 Method of Payment	Column 4 When Due	Column 5 To Whom Payment is to be Made
INITIAL FRANCHISE FEE	$20,000 to $100,000 (See Note 1.)	See Note 1.	See Note 1.	**Stanley Steemer**
REAL PROPERTY	(See Note 2.)	See Note 2.	See Note 2.	See Note 2.
EQUIPMENT, FIXTURES AND OTHER FIXED ASSETS:				
1. **Stanley Steemer** Cleaning Platform and Accessories (See Note 3.)	$29,000 to $68,000	Lump Sum	Prior to Opening	**Stanley Steemer**
2. **Stanley Steemer** Vehicle (See Note 4.)	$54,000 to $61,000	Lump Sum	Prior to Opening	**Stanley Steemer**
Total for **Stanley Steemer** Vehicle (as equipped)	$85,000 to $155,000	Lump Sum	Prior to Opening	**Stanley Steemer**
Water Restoration Equipment	$10,000 to $40,000	Lump Sum	Prior to Opening	**Stanley Steemer** or approved supplier(s)
Air Duct Cleaning Equipment	$8,000 to $145,000	Lump Sum	Prior to Opening	**Stanley Steemer** or approved supplier(s)
INVENTORY: Sufficient supply of cleaning products required to commence operation (See Note 5.)	$5,000 to $8,000	Lump Sum	Prior to Opening	**Stanley Steemer** or approved supplier(s)

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SECURITY DEPOSITS & PREPAID EXPENSES: 1. Telephone Deposit (See Note 6.)	$0 to $250	Lump Sum	Prior to Opening	Telephone Company
2. Comprehensive Liability Insurance (per year) in the form required by Article IX of the Franchise Agreement (See Note 7.)	$7,500 to $15,000	Lump Sum	Prior to Opening	Insurance Company
3. Computer System (See Note 8.)	$2,500 to $5,000	Lump Sum	Prior to Opening	Various
OTHER EXPENSES: 1. Local Market Advertising Listings (See Note 9.)	$600 to $7,000	Monthly Installments	Upon Opening	Various Publishers
2. Internet Connection	$40 to $200	Monthly	Upon Opening	Various
3. Data Hosting/Backup	$75 to $250	Monthly	Upon Opening	Various
4. Advertising (See Note 10.)	$8,500 to $14,000	Monthly	As Incurred	Media Providers and **Stanley Steemer**
5. Travel, room and board to attend training program (See Note 11.)	$500 to $2,000 per person	As incurred	Prior to Opening	Various
6. Proprietary Software Set Up or Conversion Fee (See Note 12.)	$495 per person per day	As incurred	Prior to Opening	Stanley Steemer
ADDITIONAL FUNDS: For Six (6) Months of Operation (See Note 13.)	$10,000 to $30,000	As Incurred	As Incurred	Various
TOTAL	$158,210 to $522,195	(Does not include real estate costs)		

All figures in Item 7 are estimates only and, except as noted below, are not refundable. Actual costs will vary for each franchisee and each location depending on a number of factors.

Note 1: Initial Franchise Fee: In order to acquire a Stanley Steemer franchise, you must pay Stanley Steemer an initial franchise fee. The amount of this fee will be negotiated between you and us. Typically, the range of initial franchise fees charged to franchisees is $20,000 to $100,000. The initial franchise fee can be paid in a single lump sum payment or can be financed under either one of two plans offered by us. See Item 5 of this disclosure document for additional information about the initial franchise fee. Also, see

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Items 5 and 10 of this disclosure document for information about the financing by Stanley Steemer of the initial franchise fee.

Note 2: Real Property: The size of business facility you need will depend upon the size of your area, the number of Stanley Steemer Vehicles you have and your business plan. If you are starting out with one Stanley Steemer Vehicle, we strongly recommend that, initially, you use your place of residence as your office. If your residence is not used, a small office/warehouse may be leased at a cost which should range from $1,000 - $3,500 per month, payable to the landlord on terms negotiated by you and the landlord. If you need a larger facility, your rent will vary based upon the size of your facility. Rents also vary significantly from one area of the country to another. Stanley Steemer gives its franchisees a wide range of choices in locating their offices. Generally, your office must be located within your geographic area and should be located so as to allow you to provide services to customers in your area efficiently and conveniently, so you will want to locate your office relatively close to residential areas.

If you lease space for your office, you may incur some buildout expenses. Depending on the terms of your lease, you may also incur real estate broker fees, prepayment of the last month's rent, common area maintenance fees, operating fees or other expenses. **Stanley Steemer** is unable to estimate your expenses for buying or leasing land and constructing a building, as these costs vary widely based upon factors such as location, design of the building, method of construction and cost of materials.

Note 3: Stanley Steemer Cleaning Platform: This estimate is for one **Stanley Steemer** Cleaning Platform and accessories (Series #5700 Unit and #8000 Unit).

Note 4: Stanley Steemer Vehicle: You must purchase one or more **Stanley Steemer** Vehicles for use in your operation of your **Stanley Steemer** Business. The number of **Stanley Steemer** Vehicles will be agreed to by you and us based upon the size of your area and your business plan. Typically, a single **Stanley Steemer** Vehicle is sufficient for a new franchisee, but additional **Stanley Steemer** Vehicles may be required. The estimate provided in this Item 7 is based on our experience operating and franchising **Stanley Steemer** Businesses.

Note 5: Inventory: You will need an initial supply of cleaning products in order to commence operation of your **Stanley Steemer** Business. The estimated cost presented above should cover approximately 3 months of operation. All supplies and inventory must meet our standards and specifications (see Item 8 of this disclosure document).

Note 6: Telephone Deposit: The estimate presented above includes deposits which may be refundable to you at a later time.

Note 7: Insurance: You must maintain commercial general liability insurance including products liability, completed operations, personal injury, and advertising injury coverages, with a combined single limits of not less than $1,000,000 per occurrence; commercial automobile liability insurance covering all vehicles used or operated in connection with your Stanley Steemer Business, including coverage for owned, hired and non-owned vehicles, with a combined single limit of not less than $1,000,000 per occurrence; excess liability or umbrella insurance providing additional coverage for the liabilities insured under your commercial general liability and commercial automobile liability policies in an amount not less than $2,000,000 per occurrence; employment practices liability insurance, including wage and hour defense coverage with a limit of not less than $500,000 per occurrence; workers' compensation insurance with a minimum of $500,000 employers limit of liability; construction services liability with limits of $3,000,000 per occurrence and $4,000,000 in the aggregate (required only if you provide Reconstruction Services); and such other insurance as may be required by statute or rule of the state in which your operate your Stanley Steemer business. The cost of this coverage will vary depending on the insurance carriers, the terms of payment, the location of your Stanley Steemer Business, and your history.

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