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FRANCHISE DISCLOSURE DOCUMENT

Oasis Senior Advisors Franchise Systems, LLC
a Florida Limited Liability Company
100 Bluegrass Commons Blvd, Bldg. 1, Suite 120
Hendersonville, Tennessee 37075
(866) 757-5073
www.oasisseniorадvisors.com

Oasis Senior Advisors® businesses offer senior living placement, referral and advisory services for families needing to find an independent living community, assisted living community, memory care, nursing home, or similar facility for senior citizens, including individual pre-engagement evaluations and assessments.

The total investment necessary to begin operation of a franchised Oasis Senior Advisors business is $67,189 to $111,989. This includes $50,000 to $90,000 that must be paid to the franchisor or affiliate.

This disclosure document summarizes certain provisions of your Franchise Agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to, us 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 our Development Coordinator, Aimee Stokes at 100 Bluegrass Commons Blvd, Bldg. 1, Suite 120, Hendersonville, Tennessee 37075 and (866) 757-5073.

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 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, DC 20580. You can also visit the FTC's home page at www.ftc.gov for additional information on franchising.

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

Issuance date: April 29, 2024

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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 I.
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 E 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 Oasis Senior Advisors 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 an Oasis Senior Advisors franchisee?	Item 20 or Exhibit I 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 A.

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

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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, arbitration and/or litigation only in Tennessee. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Tennessee than in your own state.

2. **Sales Performance Requirements**. You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise, and loss of your investment.

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

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

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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OASIS SENIOR ADVISORS FRANCHISE SYSTEMS, LLC
TABLE OF CONTENTS

ITEM		PAGE
1	THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES	1
2	BUSINESS EXPERIENCE	3
3	LITIGATION	5
4	BANKRUPTCY	5
5	INITIAL FEES	5
6	OTHER FEES	6
7	ESTIMATED INITIAL INVESTMENT	12
8	RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES	14
9	FRANCHISEE'S OBLIGATIONS	16
10	FINANCING	17
11	FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING	18
12	TERRITORY	24
13	TRADEMARKS	27
14	PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION	28
15	OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISED BUSINESS	29
16	RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL	30
17	RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION	30
18	PUBLIC FIGURES	33
19	FINANCIAL PERFORMANCE REPRESENTATIONS	33
20	OUTLETS AND FRANCHISEE INFORMATION	35
21	FINANCIAL STATEMENTS	41
22	CONTRACTS	41
23	RECEIPTS	41

EXHIBITS

A	List of State Administrators and Agents for Service of Process
B	Additional State Specific FDD Disclosures
C	Franchise Agreement
D	State Specific Addenda to Franchise Agreement
E	Financial Statements
F	Operations Manual Suite Table of Contents
G	Form of General Release Agreement
H	Oasis IQ User Agreement
I	List of Franchisees
J	HIPAA Business Associate Agreement
K	Franchisee Questionnaire
L.	Resale Addendum to Franchise Agreement
M.	Loan Documents

STATE EFFECTIVE DATES
RECEIPTS

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ITEM 1
THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

The Franchisor

Oasis Senior Advisors Franchise Systems, LLC ("we", "us" or "our") is a Florida limited liability company, organized on April 21, 2016 with a principal office located at 100 Bluegrass Commons Blvd, Bldg. 1, Suite 120, Hendersonville, Tennessee 37075. As of December 31, 2023, there were 107 franchised Oasis Senior Advisors businesses and we operated 21 Oasis Senior Advisors business. We have not offered franchises for nor conducted business in any other line of business or under any other trade name. Our agents for service of process are listed in Exhibit A.

Our Parents and Predecessor

On December 15, 2022, Silver Buyer LLC ("Silver Buyer") purchased all issued and outstanding membership interests in us from Ideal Strategy, LLC ("Ideal Strategy"), a Florida limited liability company that shares our principal business address. Silver Buyer is our immediate parent. Silver Buyer's ultimate parent is Silver Parent LLC ("Silver Parent"). Silver Parent and Silver Buyer were organized on September 17, 2021, are Delaware limited liability companies, and have principal offices located at 368 9th Avenue, Suite 05-134, New York, New York 10001. Silver Buyer and Silver Parent have not offered franchises in any line of business.

Our predecessor was Oasis Senior Advisors Franchise Systems, LLC, a Maryland limited liability company ("OSAFS-MD") that merged into us on April 26, 2016. We were the surviving entity. Our predecessor began offering franchises to operate Oasis Senior Advisors businesses in February 2014. Our predecessor did not offer franchises in any other line of business.

Our Affiliates

Our affiliates, through Silver Parent and Buyer, include: Care Changes, Inc. ("CareChanges") with a principal office located at 100 Bluegrass Commons Boulevard Building 1, Suite 120, Hendersonville, Tennessee 37075; EaZy-Apps LLC, dba Aid+Attendance, with a principal office located at 368 9th Avenue, Suite 05-134, New York, New York 10001; Elderlife Financial Lending LLC, Elderlife Financial Services LLC and ELF Loan Holdings LLC ("Elderlife Financial") with principal offices located at 100 Bluegrass Commons Boulevard Building 1, Suite 120, Hendersonville, Tennessee 37075; Elderlife Real Estate Holdings, Inc. ("Elderlife RE") with a principal office located at 5496 Conestoga Lane, Riverside, California 92504; and FamilyAssets Group LLC ("Family Assets") with a principal office located at 368 9th Avenue, Suite 05-134, New York, New York 10001.

CareChanges is a virtual-based senior living referral service. It has done this since 2006, and has the ability to provide virtual lead qualification services to Oasis Senior Advisors franchisees.

EaZy-Apps LLC, dba Aid+Attendance, provides a VA benefits eligibility and web-based application service. It has done this since 2019, and has the ability to provide VA benefits eligibility services to Oasis Senior Advisors franchisees.

Elderlife Financial provides financial concierge and other financial services for senior living and home care. It has done this since at least 2001, and has the ability to provide financial services to Oasis Senior Advisors franchisees.

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Elderlife Real Estate provides realtor referral services to families looking to sell their homes as they transition to assisted living facilities or other senior living communities. Elderlife Real Estate has done this since 2012, and has the ability to provide real estate services to Oasis Senior Advisors franchisees.

FamilyAssets offers information about organizations that provide senior care. It has done this since 2016, and has the ability to provide leads to Oasis Senior Advisors franchisees.

The Franchise

We offer franchises to operate a business offering senior living placement, referral and advisory services ("Senior Placement Services") under the name and mark Oasis Senior Advisors and any other trade names, trademarks, service marks, logos, emblems, words, symbols or other indicia of origin currently used, or developed in the future by us (the "Marks") according to an Oasis Senior Advisors Franchise Agreement ("Franchise Agreement"). A copy of the Franchise Agreement is attached to this disclosure document as Exhibit C. Under the Franchise Agreement, we license you to use our unique and distinctive operating system and method of providing Senior Placement Services (the "System") with our Marks, trade secrets and other confidential information. We will loan you a copy of our confidential pre-work, software, training, and operations manuals (the "Manual Suite") for use during the term of your Franchise Agreement. We may modify and improve the System and the Manual Suite from time to time.

If you purchase a franchise, you will operate your franchised Oasis Senior Advisors business (the "Business") within a specific geographic area (the "Territory"), which we will identify before you sign your Franchise Agreement. You must designate an owner with at least a fifty percent ownership interest to communicate with us, manage the Business on a full time basis and attend our training programs and conventions ("Principal Owner").

Your Business will specialize in providing Senior Placement Services for senior citizens ("Clients") needing to find independent living communities, assisted living communities, memory care, nursing home, or other facilities (collectively "Communities"), including individual pre-engagement evaluations and assessments. As an Oasis Senior Advisor, you will meet with Clients and/or their authorized representatives to determine each Client's medical, financial, geographical and lifestyle needs. You must use our proprietary software system, Oasis IQ, to provide your Clients with Housing Options Made Easy ("HOME"), which is a listing of Community options that can support their needs. Ultimately, it is the goal of an Oasis Senior Advisor to save their Clients time and stress during an emotional time. Senior Placement Services are offered at no charge to Clients.

You will be responsible for establishing relationships with Communities in your Territory that will compensate you if your Clients move into their Communities. Based on those relationships, we will enter into agreements ("Community Referral Agreements") with Communities in your Territory, the form of which is included in the Manual Suite and will be updated by us from time to time. Your signed Community Referral Agreements will be recorded in Oasis IQ. The revenues of your Business will be based on these Community Referral Agreements and their compensation arrangements. The compensation arrangements vary from Community to Community but are typically based on a payment of 70% to 100% of the Client's rent and care charges for their first month; or 50% of the Client's rent and care charges for their first month and 25% to 50% of the Client's rent and care charges for the second month. Occasionally, the compensation is split by two separate Oasis Senior Advisors businesses based on the cross-territory policies in the Manual Suite. Certain states regulate compensation arrangements for Senior Placement Services, and you will be required to comply with such laws and regulations.

In general, you will be connected to Clients as a result of your marketing efforts via a referral from other senior service businesses you establish relationships with, such as home health care providers,

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pharmacies, doctors' offices, hospitals and other health care providers, financial planners, faith-based institutions, non-profits or foundations (e.g. foundations supporting Alzheimer's or Parkinson's patients, and other non-related senior businesses), family law attorneys and other professionals dealing with senior citizens (collectively "Lead Sources").

As an Oasis Senior Advisor, you must sign the HIPAA Business Associate Agreement attached as Exhibit J whereby you agree to comply with the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-91), as amended, ("HIPAA"), and the regulations promulgated thereunder by the Secretary of the U.S. Department of Health and Human Services, including, without limitation, the regulations codified at 45 C.F.R. Parts 160 and 164 (Standards for Privacy of Individually Identifiable Health Information), which require protection of the privacy and security of protected health information and other applicable state and federal laws, all as amended from time to time.

Market and Competition

We believe the market for Senior Placement Services is well established and evolving as the aging population is increasing demand for senior housing and care facilities. Your Business will compete for Clients with other businesses that refer seniors to Communities. Many of these competitors have substantial financial, marketing and other resources and may be well established in your market area. It is essential to the ongoing operation of your Business that you develop relationships with Lead Sources and the Communities located in your Territory.

Industry-Specific Laws and Regulations

We are not aware of any laws or regulations applicable to Oasis Senior Advisors businesses that would not apply to senior placement and referral businesses generally. For example, certain states regulate compensation arrangements for Senior Placement Services and you will be required to comply with such laws and regulations. You also must comply with all applicable local, county, state and federal laws and regulations, which apply generally to the senior placement and referral industry including health care (including HIPAA), privacy, wage and hour, discrimination, employment, sexual harassment, workers compensation and unemployment insurance, and advertising laws. There are other laws and regulations applicable to businesses generally (such as the Americans with Disabilities Act) with which you must comply. You should consult with your attorney and local, county, state and federal government agencies concerning these and other laws and ordinances that may affect the operations of your Business before you sign an agreement with us. You also must obtain all applicable permits, licenses and certificates for the Business. It is your, and only your, responsibility, on a continuous basis to investigate and satisfy all local, county, state and federal laws as they vary from place to place and may change from time to time.

ITEM 2
BUSINESS EXPERIENCE

Tim Evankovich: Chairman

Mr. Evankovich has served as our Chairman since January 2024 Mr. Evankovich served as our Chief Executive Officer from April 2016 to January 2024. He also has served as Vice President of our affiliate, Oasis Senior Advisors Holdings LLC ("OSA Holdings") since December 2022. He served as Chief Executive Officer of our predecessor, OSAFS-MD, from July 2014 to April 2016. Mr. Evankovich has also served as Chief Executive Officer of Ideal Strategy since July 2014. Each position has been held in Bonita Springs, Florida.

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John Benbrook: President

Mr. Benbrook has served as our President since December 2019. He also has served as Vice President of our affiliate, OSA Holdings, since December 2022. From January 2019 to December 2019, he served as our Senior Vice President. Each position with us has been held in Mahwah, New Jersey. From October 2017 to January 2019, he was the Owner and President of Oasis Senior Advisors – Mainline in Westchester, Pennsylvania.

Christine ("CC") Childree: Vice President of Operations and Support

Mrs. Childree has served as our Vice President of Operations and Support since February 2024. From December 2019 to February 2024, she served as our Director of Operations. From February 2019 to December 2019, she served as our Project Manager. Each position with us has been held in Phoenix, Arizona.

Paul A. Young: Franchise Sales Executive

Mr. Young has served as our Franchise Sales Executive since February 2023 in Columbus, Ohio. From January 2021 to January 2023, he served as Program Manager for Hartford HealthCare Corporation in Hartford, Connecticut. From June 2010 to December 2020, he served as Associate Director for the University of Connecticut in Storrs, Connecticut.

James Stumpf: Director of Franchise Development

Mr. Stumpf has served as our Director of Franchise Development since March 2024 in Laurel, New Jersey. From June 2007 to March 2024, he served as President for Laurelwood Group in Laurel, New York.

Crystal Pizarro: Director of Marketing of Silver Corporate Holdings LLC

Ms. Pizarro has served as Director of Marketing of our affiliate, Silver Corporate Holdings LLC, since February 2023 in Philadelphia, Pennsylvania. From March 2022 to December 2022, she served as Marketing Manager for Aperta, Incorporated in New York, New York. From January 2020 to March 2022, she served as Marketing Manager for Toll Brothers, Inc. in Fort Washington, Pennsylvania. From October 2016 to February 2020, she served as Marketing Manager for E&3 C's Enterprises Incorporated in Somerset, New Jersey.

Jennifer Conder: Director of Operations

Ms. Conder has served as our Director of Operations since February 2024. From March 2018 to February 2024, she served as our Operations Representative. Each position with us has been held in Bonita Springs, Florida.

Gregory A. Mason: Chief Executive Officer of Silver Assist LLC

Mr. Mason has served as Chief Executive Officer of our affiliate, Silver Assist LLC, since November 2022 in New York, New York. From May 2022 to November 2021, he served as President of Bitcentral Inc. in Newport Beach, California. From May 2019 to May 2020, Mr. Mason was Principal of G.A.M. Consulting in New York, New York. From December 2012 to September 2018, he served as the Chief Executive Officer of Purch Inc. in New York, New York.

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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

The Initial Franchise Fee is variable depending on the population of your Territory, and depending on other factors, such as the number of assisted living beds, skilled nursing facility beds and communities located within your Territory, the population density and geographic size of your Territory, and whether you are an existing franchisee signing an additional Franchise Agreement. The Initial Franchise Fee is payable in full when you sign the Franchise Agreement. Assuming no other factors, we calculate the Initial Franchise Fee at the rate of $0.10 per person in your Territory, which typically will have about 400,000 to 800,000 people, although we may offer you a smaller or larger Territory. The Initial Franchise Fee typically ranges from $40,000 to $80,000. We determine the population of your Territory with reference to information provided by third-party data compilation and demographic service providers when you sign the Franchise Agreement, although the population may fluctuate over time. Currently, we use certain online websites for this analysis. The population of your Territory and the Initial Franchise Fee will be determined before you sign the Franchise Agreement. Except as noted below, the Initial Franchise Fee is not refundable.

We participate in the VetFran Program, which seeks to provide an opportunity for veterans who want to be in business. If you are a qualified veteran, currently defined as any former member of the United States Armed Forces who can provide a DD214 that indicates an Honorable Discharge, we will reduce the Initial Franchise Fee by 10%.

You also must pay a Business Administration Set-Up Fee ("BASF") in the amount of $10,000 when you sign the Franchise Agreement. The BASF covers the cost to provide you with a variety of materials, information and insight on establishing your Business, including, among other things, telephonic operations representative support prior to training, the setup of up all social media platforms, and design and implementation of your franchisee website. We also provide a copy of the Pre-Work Manual, which is a part of the Manual Suite. We waive the BASF for existing franchisees who sign additional Franchise Agreements. The BASF is not refundable.

We have the right to terminate the Franchise Agreement if your Principal Owner fails to successfully complete the Initial Training Program to our satisfaction within 120 days after the effective date of the Franchise Agreement. If we do so, we will retain the portion of the Initial Franchise Fee necessary to compensate us for our direct or indirect expenses related to recruiting you as a franchisee, including any amounts we pay to a broker, and we will retain the entire BASF. We will return to you any portion of the Initial Franchise Fee that exceeds our direct and indirect expenses. Our direct and indirect expenses typically range from 50% to 75% of the Initial Franchise Fee paid by you, although the precise amount varies depending on each situation.

During our fiscal year ended December 31, 2023, the Initial Franchise Fee ranged from $43,295 to $80,000. During our fiscal year ended December 31, 2023, the BASF ranged from $0 to $10,000.

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ITEM 6
OTHER FEES

Type of Fee[1/ & 2/]	Amount	Due Date	Remarks
National Advertising Fund ("NAF") Contribution	Greater of $200 or 2% of monthly Gross Revenue; subject to a maximum of $400 per month	7th day of each month	Payment obligation begins on the first full month following the Opening Date of your Business, which is the first business day of the month following your Principal Owner's successful completion of the first week of the Initial Training Program (see Item 11) or, if the Business is acquired through a transfer, the date of the closing of the transfer transaction. See Note 3 for a definition of Gross Revenue. We may increase the NAF Contribution if 50% or more of the franchised Oasis Senior Advisors Businesses agree to the contribution change. See Item 11 for additional information.
Local Marketing Cooperative Contribution	Contribution determined by majority vote of the cooperative's members which will not exceed $1,000 per month	Paid to the cooperative monthly as required by the cooperative	If we require a local marketing cooperative to be formed, you must participate in cooperative marketing in addition to your other advertising expenditures. The voting power in any cooperative for Oasis Senior Advisors businesses operated by us and our affiliates will be the same as the voting power of franchised Oasis Senior Advisors businesses.
Fast Track Program	$7,000 ($3,000 first month and $1,000 second through fifth months)	7th day of first five full months following Opening Date	We will spend the amounts you pay to us for the Fast Track Program for Local Marketing (as defined below).
Local Marketing	$1,000 per month, on average	7th day of month (if paid to us)	You must make spend the required amount on local promotion of your Franchised Business and local network development ("Local Marketing").* If you fail to make the required Local Marketing expenditures as described in Item 11, we may collect the funds from you and spend them on your behalf for Local Marketing. We reserve the right upon at least 30 days' notice, to increase your Local Marketing obligation, however we will not

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Type of Fee[1/ & 2/]	Amount	Due Date	Remarks
			increase this obligation by more than 10% in any 12-month period. See Item 11 for situations where the Local Marketing requirement may periodically be waived if you meet your Minimum Performance Requirements, which are described in Item 12. (*Fees paid for the Fast Track Program are considered part of your Local Marketing expenditures during your first year of business.)
Royalty Fee	Paid in two parts – Minimum Royalty Fee and Reconciled Royalty Fee	See below	
	Minimum Royalty Fee - $0 - $1,400	7th day of each month for the previous month. See Table 3 of Note 4 below.	The Minimum Royalty Fee is based on the number of months that your Business has been in operation. See Table 1 of Note 4 following this table.
	Reconciled Royalty Fee The royalty percentage ranges from 6% to 10% of monthly Gross Revenue.	7th day of the month, for the month ending 60 days prior to the current month. See Table 3 of Note 4 below.	The Reconciled Royalty Fee is calculated as (1) the royalty percentage in Table 2 of Note 4 following this table (based on the annual Gross Revenue of the Business for the prior calendar year) multiplied by the Gross Revenue of the Business for that month, (2) minus the Minimum Royalty Fee previously paid for that month. If the Reconciled Royalty Fee is less than $0, then no payment will be due for that month.
Software Access Fee	$120 per month	7th day of each month in advance	We reserve the right to change this fee but will not increase this fee by more than 10% in any 12-month period. We may waive this fee for additional Oasis Senior Advisors Businesses that you operate under one entity in OasisIQ in accordance with our Manual policies.

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Type of Fee[1/ & 2/]	Amount	Due Date	Remarks
Online Management Fee	$100 per month	7th day of each month in advance	We collect this fee and pass this through to our vendor for social media and online management services. We may waive this fee for additional Oasis Senior Advisors Businesses that you operate under one entity in OasisIQ in accordance with our Manual policies.
Additional Training Fee	Varies, we currently charge $50 per hour	30 days after billing	We may charge you for operating assistance made necessary by your failure to comply with the Franchise Agreement or operating assistance you request that is greater than the assistance we normally provide.
Audit	Amount underpaid, plus interest	30 days after billing	If you have underpaid fees owed to us by more than 2%, you must pay three times the amount due, plus our costs and interest per month on the underpayment. The cost of the audit will vary depending on the quality of your records and the amount of time required to review these records.
Collection Costs and Expenses	Our actual costs and expenses	On Demand	You must pay us all collection costs and expenses incurred by us in enforcing the terms of the Franchise Agreement including collecting any monies owed by you to us.
Convention Fee	$1,500	Immediately after the Annual Convention	This fee is only due if your Principal Owner does not attend our Annual Convention.
Enforcement Costs	Our actual costs and expenses	On Demand	Payable if we prevail in obtaining an injunction, judicial or arbitral relief, or in successfully defending a claim brought by you against us. These costs and expenses include those relating to prosecuting and/or defending the action, including reasonable attorneys' fees, costs of investigation, court and arbitration costs, expert witness fees, and other litigation or arbitration expenses.

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Type of Fee[1/ & 2/]	Amount	Due Date	Remarks
Employee Background Checks	$1,000 per day	Immediately after notice from us	If you fail to conduct required background checks before you hire an employee, you must pay a fee of $1,000 for each day that the employee remains in your employ without completion of a satisfactory background check.
Indemnification	Our actual defense costs	30 days after we bill you	You must defend and indemnify us from all damages and claims relating to the operation of your Business. (See Section 22.6 of the Franchise Agreement.)
Insurance	Our actual costs of obtaining insurance coverage	Immediately after notice from us	If you fail or refuse to obtain and maintain the insurance we specify, we may at our option, obtain comparable insurance for you and your Business on your behalf, in which event you shall cooperate with us and reimburse us for all premiums, costs and expenses we incur in obtaining and maintaining the insurance, plus a reasonable fee for our time incurred in obtaining the insurance.
Late Charges/ Insufficient Funds Fee	1.5% per month on unpaid balances or the highest legal rate for open account business credit in the state where your Business is located, whichever is less, until paid. If there are insufficient funds to cover a check or other transfer, we reserve the right to charge you a $25 fee.	Immediately after notice from us	This fee is only due when fees owed to us are not paid on time and is due from the date of underpayment. We also reserve the right to charge you the insufficient funds fee if there are insufficient funds in your account to cover our fees.
Manual Suite	$1,000	30 days after invoice	If you fail to return your Manual Suite, you must pay a fee of $1,000 in addition to any other remedy we may have.
Products and Supplies	Our then-current prices	30 days after billing	If you purchase products or supplies from us or our affiliates, you will pay our then-current prices for the products and supplies.

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Type of Fee[1/ & 2/]	Amount	Due Date	Remarks
Taxes	Amount of any state and local taxes imposed on us based on fees you owe under the Franchise Agreement	On Demand	Payable if taxes are imposed on us as a result of our receipt or accrual of the fees due under the Franchise Agreement, whether assessed against you through withholding or other means or whether paid by us directly.
Training Fee	$150	Prior to attending training program	Payable if any of your employees attend our Initial Training Program.
Transfer	$5,000	Prior to transfer	Payable to us on or before the date that you transfer or assign your franchise. If a third-party acts as a broker, agent or consultant in connection with the sale, you must also pay to us the greater of (1) the value of the broker's commission up to $24,000, or (2) 10% of the total purchase price up to $30,000.

NOTES

(1) Except as noted, all fees are paid to us, uniformly imposed and are non-refundable; however we may, in some instances, waive or reduce some or all of these fees for particular franchisees. We require that all payments you owe us be made by Electronic Funds Transfer ("EFT"). If the due date is a weekend day or a holiday, you must pay all fees owed to us on the last business day that precedes the due date.

(2) You must pay all state and local taxes, including, without limitation, taxes denominated as income or franchise taxes, that may be imposed on us as a result of our receipt or accrual of the Initial Franchise Fee, the Royalty Fees, the NAF Contributions, and other fees under the Franchise Agreement, whether assessed against you through withholding or other means or whether paid by us directly. In either case, you will pay to us (and to the appropriate governmental authority) such additional amounts as are necessary to provide us, after taking such taxes into account (including any additional taxes imposed on such additional amounts), with the same amounts that we would have received or accrued had such withholding or other payment, whether by you or by us, not been required.

(3) Gross Revenue means all revenue from the sale of all services and products (whether such services or products are permitted or not) and all other income of every kind and nature (including, but not limited to, cash, check, wire transfer, credit and debit card, barter exchange, trade credit, or other credit transactions) related to, derived from, or originating from your Business, whether for cash or credit and regardless of collection in the case of credit; provided, however, that Gross Revenue shall not include any refunds provided in the ordinary course of business or any sales, use, service or other taxes you collect and actually transmit to the appropriate taxing authorities.

(4) The Royalty Fee is due and payable on all Gross Revenue derived from or attributable to all Senior Placement Services provided to Clients and all other activities related (directly or indirectly) to

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your Business. The requirement to pay the Minimum Royalty Fee is based on the Gross Revenue of your Business each month and will not be adjusted based on the Gross Revenue realized in a subsequent month or over the course of any quarterly or annual period. We reserve the right to modify our policies and practices regarding revenue recognition, revenue reporting, and the inclusion or exclusion of certain revenue from "Gross Revenue" as circumstances, business practices, and technology change.

TABLE 1 – MINIMUM ROYALTY FEE

MONTHS OF OPERATION	MINIMUM ROYALTY FEE
1 – 3	$0
4 – 12	$400
13 – 18	$600
19 – 30	$800
31 – 36	$1,000
37 – 48	$1,200
49 – remainder of Initial Term	$1,400

TABLE 2 – ROYALTY PERCENTAGE

GROSS REVENUE DURING PRIOR CALENDAR YEAR	ROYALTY FEE
$0 - $250,000	10%
$250,001 - $500,000	9.5%
$500,001 - $750,000	9%
$750,001 - $1,000,000	8.5%
1,000,001 - $1,250,000	8%
$1,250,001 -$1,500,000	7.5%
$1,500,001 -$1,750,000	7%
$1,750,001 - $2,000,000	6.5%
$2,000,001 and above	6%

*During the calendar year in which the Business opens, the Royalty Percentage is 10% of Gross Revenue.

TABLE 3 - ROYALTY FEE PAYMENT MONTHS

GROSS REVENUES REALIZED IN MONTH	MINIMUM ROYALTY FEE PAYMENT DUE	RECONCILED ROYALTY FEE PAYMENT DUE (ROYALTY FEE LESS MINIMUM ROYALTY FEE PREVIOUSLY PAID)
January	February 7th	April 7th
February	March 7th	May 7th
March	April 7th	June 7th
April	May 7th	July 7th

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GROSS REVENUES REALIZED IN MONTH	MINIMUM ROYALTY FEE PAYMENT DUE	RECONCILED ROYALTY FEE PAYMENT DUE (ROYALTY FEE LESS MINIMUM ROYALTY FEE PREVIOUSLY PAID)
May	June 7th	August 7th
June	July 7th	September 7th
July	August 7th	October 7th
August	September 7th	November 7th
September	October 7th	December 7th
October	November 7th	January 7th
November	December 7th	February 7th
December	January 7th	March 7th

If you acquire your franchise through a transfer, you will sign a Resale Addendum to the Franchise Agreement (Exhibit L) and Table 1 above will be replaced with Table 1 below:

TABLE 1 – MINIMUM ROYALTY FEE

MONTHS OF OPERATION FOLLOWING THE EFFECTIVE DATE	MINIMUM ROYALTY FEE
1 – 4	$0
5 – 18	$600
19 – 30	$800
31 – 36	$1,000
37 – 48	$1,200
49 – remainder of Initial Term	$1,400

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be Made
	Low	High			
Initial Franchise Fee (1)	$40,000	$80,000	Lump Sum	On signing Franchise Agreement	Us
BASF (2)	$10,000	$10,000	Lump Sum	On signing Franchise Agreement	Us
Computer and Associated Software	$1,500	$2,000	As Arranged	As Arranged	Various Third Party Suppliers
Supplies	$200	$500	As Arranged	As Arranged	Various Third Party Suppliers

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Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be Made
	Low	High			
Certified Senior Advisor Certification (3)	$990	$990	As Arranged	As Arranged	Various Third Party Suppliers (i.e. Society of Certified Senior Advisors, hotels, restaurants, airlines)
Travel and Living Expenses While Training (4)	$1,000	$2,000	As Arranged	As Arranged	Various Third Party Suppliers (i.e. airlines, hotels, restaurants)
NPRA Membership (5)	$399	$399	As Arranged	As Arranged	NPRA
Deposits/Insurance	$1,500	$2,500	As Arranged	As Arranged	Various Third Party Suppliers (insurance companies)
Fast Track - 3 months (6)	$5,000	$5,000	As Arranged	As agreed upon	Us
Additional Funds for 3 months (7)	$6,600	$8,600	As Incurred	As incurred	Us, and Various Third Party Suppliers
Total Initial Investment	$67,189	$111,989			

NOTES

We have relied on our franchisees' experience to make these estimates. Costs will vary depending upon a number of factors. There is no assurance that your experience will correspond with these cost estimates. Except as noted below, or in other Items of this disclosure document, all payments are uniformly imposed and non-refundable. Payments you make to third-party suppliers may or may not be refundable depending on supplier terms. We do not provide financing for any portion of your initial investment.

(1) **Initial Franchise Fee.** We base the Initial Franchise Fee at a rate of $0.10 for each person in your Territory, which will typically have 400,000 to 800,000 people. Accordingly, the Initial Franchise Fee will typically cost between $40,000 and $80,000. (See Item 5 for more information).

(2) **BASF.** The BASF is a one-time payment, due upon signing the Franchise Agreement. This fee is non-refundable.

(3) **Certified Senior Advisor Certification.** These expenses include the tuition charges that you must pay to the Society of Certified Senior Advisors to take a course and obtain a Certified Senior Advisor designation for your Principal Owner. The course is offered online as reflected by the low estimate. If you choose to attend the course in person, you will incur travel expenses, which are reflected in the high estimate.

(4) **Travel and Living Expenses While Training.** These expenses include travel and living expense costs associated with attending the Initial Training Program (applicable to all franchisees) and the three-day On-Site Training (applicable to franchisees that purchase an existing Oasis Senior Advisors business). These fees may or may not be refundable depending upon supplier terms. See Item 11.

(5) **National Placement and Referral Alliance ("NPRA") Membership.** We require you to join the NPRA prior to opening your Franchised Business and maintain a membership thereafter.

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(6) **Fast Track – 3 Months.** As described in Items 6 and 11, you must pay us $7,000 in the first five months of operation for Local Marketing that we will conduct on your behalf under the Fast Track Program. This $5,000 estimate is for the first three months of the Fast Track Program.

(7) **Additional Funds for Three Months.** This estimates your initial start-up expenses as an owner-operator for the first three months. It includes costs such as incorporation, monthly on-line access fees to the Internet, local marketing, and NAF Contributions. It does not include the Fast Track expenditures identified in Note 5 above that you must pay to us, any Royalty Fees you are required to pay, wages, or owner-operator compensation. These figures are estimates and we can't guarantee that your expenses won't be higher. Your costs will vary depending upon factors such as how well you follow our procedures, your management and sales skills, competition, economic conditions, the local market for our services, and other factors.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Communities

You will be responsible for establishing relationships with Communities in your Territory that will compensate you if your Clients move into their Communities. After receiving the relevant information from you regarding a new Community in your Territory, we will prepare and sign a Community Referral Agreement with the Community, the form of which is included in the Manual Suite and will be updated by us from time to time. Your revenues will be based on compensation arrangements in these Community Referral Agreements, which generally are derived as a percentage of the first month's rent and care charges. The Manual Suite will provide you with guidelines for establishing a referral relationship and typical referral fees charged in the industry. Certain states regulate compensation arrangements for Senior Placement Services and you will be required to comply with such laws and regulations.

We have the exclusive right to negotiate and enter into Community Referral Agreements with Communities that operate in multiple locations in a particular region or nationwide ("National Accounts") including National Accounts that operate in your Territory. The details of any National Account program that we establish will be set forth in the Manual Suite. After we enter into a Community Referral Agreement with a National Account, any Client that you refer to such a National Account will be compensated at the rate set forth in the National Account's Community Referral Agreement with us. Our National Account Community Referral Agreement will supersede any local terms that you negotiate with a Community in your Territory.

Within 90 days after the Opening Date, you must have Community Referral Agreements in place with at least 30% of the Communities (that have at least 20 beds) in your Territory that are not National Accounts or we may terminate the Franchise Agreement.

Supplies and Suppliers

We provide you with a list of approved manufacturers, suppliers and distributors ("Approved Suppliers List") and approved products, services, fixtures, furniture, equipment, supplies and other items or services necessary to operate the Business ("Approved Supplies List"). The Approved Supplies List may specify the specific manufacturer of a specific product, service or piece of equipment. As further noted below, we, an affiliate or a third-party vendor or supplier may be the only approved supplier for certain products or services.

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We are the only approved supplier for certain pre-opening business administration and set-up assistance. As noted in Item 5, you must pay us a BASF in the amount of $10,000 when you sign your Franchise Agreement. The BASF covers the cost of providing you with a variety of materials, information and insight on establishing your Business, including, among other things, telephonic operations representative support prior to training, the setup of up all social media platforms, and design and implementation of your franchisee website. We also provide a copy of the Pre-Work Manual, which is a part of the Manual Suite. During our last fiscal year, we received $80,000 from franchisee payments of the BASF, or 1.8% of our total revenues of $4,354,020 during the same period of time as noted in our audited financial statements attached as Exhibit E.

The Approved Supplies List may include specific products or services without reference to a particular manufacturer, or it may set forth the specifications and/or standards for certain products or services. For example, as further described in Item 11, we give you, at the time of your Initial Training, detailed specifications for your computer and the minimum hardware and software requirements needed to open a Business. As noted below, we, an affiliate or a third-party may be an approved supplier. As of the date of this franchise disclosure document, we do not have affiliates that are approved suppliers. We will periodically revise the Approved Suppliers List and Approved Supplies List.

With the exception of single source suppliers that we designate, you must notify us in writing if you want to offer for sale from the Business any brand of products, services or supplies, or to use in the operation of the Business any other materials, items or supplies that are not then approved by us, or to purchase any product or service from a supplier that is not then designated as an approved supplier. Before giving our approval, we may ask the supplier to provide samples of materials that meet our specifications. We do not impose any fee either to you or the supplier for conducting this investigation. We will advise you within 30 days whether or not the supplier is approved, however, this time period may vary depending upon the cooperation we receive from the supplier in responding to our questions.

Since most of the items you will purchase to begin operating your Business must meet our specifications, you can expect that the items purchased in accordance with our specifications will represent 50% to 70% of your total expenditures you will make to begin operations. Once you begin operating, the primary items you will purchase that must meet our specifications are marketing materials and apparel. We would expect these items to represent 50% to 70% of your total expenses.

Except as noted below with respect to Oasis IQ, neither we nor our affiliates are approved suppliers for any goods or services to our franchisees. None of our officers owns an interest in any approved supplier, however, they may own an interest in us and our affiliates.

We negotiate special pricing rates and discounts with any suppliers for the benefit of the franchise system. We do not provide material benefits to you (for example, renewal or granting additional franchises) based upon your purchase of particular products or services or use of particular suppliers. We anticipate that several of our approved suppliers will pay us rebates and/or to sponsor our Annual Convention. Except for these sponsorships, we do not anticipate receiving any rebates from any of our approved suppliers, although we reserve the right to do so. We have not arranged any purchasing or distribution cooperatives among our franchisees, although we reserve the right to do so.

Oasis IQ

You must access from your computer, and use daily in the operation of the Business, Oasis IQ, our proprietary business management software, which collects detailed information about Clients of the Business, Lead Sources, Communities, data related to employees of the Business, your calendar, and financial information and tools. In connection with your use of Oasis IQ, you (and each manager of the

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