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# Your **Healthy** Home Starts Here™

— Superior Carpet & Upholstery Cleaning —



## Franchise Disclosure Document



FRANCHISE DISCLOSURE DOCUMENT



Harris Research, Inc.  
a Utah Corporation  
124 12<sup>th</sup> Ave. South, Suite 300  
Nashville, TN 37203  
(800) 841-6583  
[webmaster@chemdry.com](mailto:webmaster@chemdry.com)  
[www.chemdry.com](http://www.chemdry.com)

The franchise offered is for the operation of a Chem-Dry business which provides carpet cleaning, upholstery cleaning, spot removal, protective services and other authorized services.

The total investment necessary to begin operation of a Chem-Dry franchised business is \$11,300 to \$139,500. This includes \$14,950 to \$67,500 which will vary based upon the applicable package described in Item 5 that must be paid to the franchisor.

This Disclosure Document summarizes certain provisions of your franchise agreement and other information in plain English. Read this Disclosure Document and all accompanying agreements carefully. You must receive this Disclosure Document at least 14 calendar-days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no 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 your sales representative at 124 12<sup>th</sup> Ave. South, Suite 300, Nashville, TN 37203, 800-841-6583 or 877-307-8233.

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](http://www.ftc.gov) for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

Issuance date of this Franchise Disclosure Document: April 28, 2014

## STATE COVER PAGE

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

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

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

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

THE FRANCHISE AGREEMENT PERMITS YOU TO ARBITRATE WITH US ONLY IN TENNESSEE. OUT OF STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO ARBITRATE WITH US IN TENNESSEE THAN IN YOUR HOME STATE.

THE FRANCHISE AGREEMENT STATES THAT TENNESSEE LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS. SOME STATE FRANCHISE LAWS PROVIDE THAT CHOICE OF LAW PROVISIONS ARE VOID OR SUPERSEDED. YOU MAY WANT TO INVESTIGATE WHETHER YOU ARE PROTECTED BY A STATE FRANCHISE LAW. YOU SHOULD REVIEW ANY ADDENDA OR RIDERS ATTACHED TO THIS DISCLOSURE DOCUMENT FOR DISCLOSURES REGARDING STATE FRANCHISE LAWS.

IT IS IMPORTANT TO NOTE THAT THE FRANCHISOR'S LIABILITIES EXCEED ITS TANGIBLE ASSETS, WHICH MAY ENTAIL ADDITIONAL RISK OF FINANCIAL LOSS.

THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

We use the services of one or more FRANCHISE BROKERS or referral sources to assist us in selling our franchise. A franchise broker or referral source represents us, not you. We pay this person a fee for selling our franchise or referring you to us. You should be sure to do your own investigation of the franchise.

Issuance Date: April 28, 2014

### STATE EFFECTIVE DATES

<u>State</u>	<u>Effective Date</u>
California:	Exempt 01/04/14
Hawaii:	
Illinois:	Exempt
Indiana:	Exempt
Maryland:	Exempt 04/30/14
Michigan:	12/10/13
Minnesota:	05/06/14
New York:	Exempt
North Dakota:	Exempt 04/02/14
Rhode Island:	Exempt 03/31/14
South Dakota:	04/30/14
Virginia:	Exempt 05/04/14
Washington:	
Wisconsin:	04/29/14

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU.

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

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

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

If the franchisor's most recent financial statements are unaudited and show a net worth of less than \$100,000.00, the franchisee may request the franchisor to arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations, if any, of the franchisor to provide real estate, improvements, equipment, inventory, training or other items included in the franchise disclosure are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

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

Any questions regarding this notice should be directed to:

State of Michigan  
Office of the Attorney General  
Consumer Protection Division  
Attn. Franchise  
670 Law Building  
Lansing, MI 48913  
517-373-1110

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### Exhibits:

Exhibit A	Agents for Service of Process/State
Exhibit B	Agencies Franchise Agreement
Exhibit C	Equipment Agreement
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Exhibit E	Operating Manual Table of Contents
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## Item 1

### **THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES**

The Franchisor is Harris Research, Inc., which will be referred to as "HRI", "we" or "us" in this disclosure document. We will refer to the person who buys the franchise as "you" throughout the disclosure document.

HRI is a Utah corporation incorporated in March 1994 with its principal business address at 124 12<sup>th</sup> Ave. South, Suite 300, Nashville, TN 37203; we continue to have an additional location at 1530 North 1000 West, Logan, UT 84321, which was HRI's principal address from 1993 to May, 2012. HRI's agent for service of process is disclosed in **Exhibit A**.

HRI was originally incorporated in California in November 1977. On December 12, 2002, HRI was acquired by Nautic Partners V, L.P. ("Nautic Partners") and other investors. The Home Depot, Inc. ("THD") acquired control of HRI from Nautic Partners on January 9, 2006. HRI became a wholly owned subsidiary of HRI Holdings, Inc. ("HRI Holdings") on September 7, 2011. HRI Holdings is a subsidiary of Baird Capital Partners.

HRI and its predecessors have offered Chem-Dry Franchises since September 1978. HRI does business under the names "Chem-Dry" and "Harris Research, Inc." and no other name. From May 2003 through December 2012, HRI offered N-Hance® franchises. Aside from N-Hance franchises, neither HRI nor any predecessor or affiliate has offered franchises in any other line of business.

HRI affiliated companies currently offering franchises or services to franchisees include:

- (1) NHance, Inc. "NHance" is a Delaware corporation incorporated on December 31, 2012 and commencing operations on January 1, 2013, with its principal business address at 1530 North 1000 West, Logan, UT 84321. N-Hance franchises offer wood cleaning, coating, protection and other wood care and renewal products and services for wood flooring, cabinetry, trim and other wood furnishings. NHance currently has approximately 295 franchises in the United States and Canada. NHance does not offer franchises in any other line of business.
- (2) Devere International, Inc. "DII" is a California corporation, incorporated in September 1987 with its principal business address at 124 12<sup>th</sup> Ave. South, Suite 300, Nashville, TN 37203. DII offers Chem-Dry Master Franchises outside of the United States and the Caribbean. Prior to September 6, 1996, HRI and DII were separate corporations under common ownership. On September 6, 1996, the owner contributed 100% of DII stock to HRI and thus DII became a wholly owned subsidiary of HRI. There is no predecessor or affiliate of DII and DII has not offered franchises or Master Franchises in any other line of business. Master Franchises typically involve granting an individual the right to offer sub-franchises under the Marks within a specific territory outside of the United States and the Caribbean.

HRI has designed and developed a method for establishing, operating and performing carpet and upholstery/drapery cleaning, spot removal, protective services, and tile and stone care services, using HRI's Chem-Dry specifications, standards, operating procedures, supplies and specialized equipment, all of which may be improved, further developed, or otherwise modified (the "Chem-Dry Business"). HRI developed and manufactures the cleaning solutions used by Chem-Dry Businesses.

To become a franchisee of a Chem-Dry Business, you must enter into the Franchise Agreement attached as **Exhibit B**. If a franchisee is a corporation or other entity, all owners must execute the Guaranty and Assumption of Obligation attached to the Franchise Agreement. Under the terms of the Franchise Agreement, you must offer and perform carpet cleaning, upholstery cleaning, spot removal and protecting services, including removing red stains, treating pet urine odor on carpets and imparting stain resistance to carpet fibers. You also may offer and perform additional approved services which may require certification by successful completion of additional training and/or the purchase of additional equipment and cleaning solutions. Currently, the additional approved services include water damage



restoration of carpets, leather and vinyl cleaning, carpet repair, carpet spot dyeing and tile and stone care services.

The general market for the services provided through Chem-Dry Businesses are developed. Customers are mostly residential although many, but not all, franchisees service commercial accounts. The seasonality of sales varies geographically and by climate. The competition is other carpet cleaning and similar businesses, some of which are part of national chains or are franchised, and others are local businesses which may concentrate on carpet cleaning or offer carpet cleaning as part of overall cleaning services. Most of the competition uses steam cleaning and other forms of cleaning, which are different from HRI's patented carbonating cleaning system.

There are no government regulations specifically applicable to carpet and upholstery cleaning, spot removal and protective services. HRI urges you to make inquiries about laws that may be applicable to your Chem-Dry Business.

Franchisees also may receive referrals from The Home Depot ("THD") and individual THD stores. This referral program is prioritized based on franchisee qualifications and other criteria established by HRI. If a franchisee demonstrates its services at a THD store, that franchisee may be given some preference for job referrals from that THD store.

## **Item 2**

### **BUSINESS EXPERIENCE**

President/CEO: Dan Tarantin Mr. Tarantin joined HRI as President and CEO on November 11, 2011. He also serves as CEO and Chairman of the Board of our affiliate, NHance. He has been on the Board of Directors of HRI, as the Chairman, since September 2011. Prior to that he served as an advisor to Baird Capital Partners to identify and evaluate investment opportunities. In March 2007, he joined Direct General Corporation as President, Chief Executive Officer, and a member of the Board of Directors and held those roles through 2010. From January 2005 to March 2007, he worked as an Operating Partner with Calera Capital. He held several senior positions with Cendant Corporation from 1994-2004, including President & CEO of Jackson Hewitt Tax Service, the franchisor of tax prep services, in addition to working with several other franchise brands.

Director: Randy Mehl Mr. Mehl joined the Board of Directors of HRI in September 2011. He joined Baird Capital Partners in 2005 and is a Partner with BCP, focused on investments in the Business Services and Healthcare Services sectors. He also serves on the board of directors for our affiliate, NHance, and also MedData Corporation, Accume Partners, and American Auto Auction Group.

Director: Tom Costello Mr. Costello joined the Board of Directors of HRI in September 2011. He is a Principal on the Business Services team of Baird Capital Partners. Prior to joining Baird in 2007, he spent four years with Chicago Growth Partners, a private equity firm in Chicago, where he sourced, evaluated and structured business service transactions in the middle market. Mr. Costello also serves on the board of our affiliate, NHance.

Director: Jen Wilson Ms. Wilson joined the Board of Directors of HRI, and of our affiliate NHance, in Nashville, Tennessee in February 2014. Since October 2006, she has been a Director at Thrivent Financial for Lutherans in Minneapolis, Minnesota.

Director: David Hood Mr. Hood joined the Board of Directors of HRI in April 2012. Since 2000, he serves as the President and co-partner of iFranchise Group. He is an expert in areas of franchise development and implementation, retail management, site selection, international business and strategic planning. Prior to 2000, Mr. Hood directed the franchised expansion of Auntie Anne's Soft Pretzels as Vice President of Franchise Development, and later as President. Mr. Hood also serves on the board of our affiliate, NHance.

Director: John Snodgrass Mr. Snodgrass joined the Board of Directors of HRI in August 2012. He is the founding principal and Managing Director of Great American Holdings, a privately held Atlanta-based holding company launched in 1998. Mr. Snodgrass is a former Director of Cendant Corporation as well as President and Chief Operating Officer of Hospitality Franchise Systems, Inc., and also serves on the board of our affiliate, NHance.

Chief Financial Officer/Treasurer: David Newman Mr. Newman joined the management team of HRI in April 2012 as Chief Financial Officer. He also serves in the same capacity for our affiliate, NHance, Inc. Previously he served as Senior Vice President – Finance for Direct General Corporation from 2007. From 2006 to 2007 Mr. Newman served as Chief Financial Officer of Laffer Associates Inc. Prior to that Mr. Newman served as Vice President – Finance for Affinion Group, Inc. from 2001 to 2006.

Senior Vice President of Franchise Sales and Development: D'Wayne Tanner Mr. Tanner joined the management team at HRI in March, 2013 as Senior Vice President of Franchise Sales and Development. Previously, he served as co-owner of Beach Marketing, LLC d/b/a City Saver from January 2010. From January, 2009 Mr. Tanner served as Partner and Vice President of Sales for Swiftwick International, LLC. Prior to that Mr. Tanner served as Vice President of Franchise Sales for Focus Brands, Inc.

Vice President of Marketing: William Zinke Mr. Zinke joined HRI as Vice President of Marketing for Chem-Dry in May, 2012. From 2011 – 2012 Mr. Zinke was self-employed as a marketing consultant. Previously he served as Chief Marketing Officer for Tasti D-Lite from 2008 to 2011. From 2006 to 2008, Mr. Zinke was self-employed as a marketing consultant.

Vice President of Franchise Services: Ed Quinlan Mr. Quinlan joined HRI on July 12, 2006. Prior to joining HRI, he was the Director of Marketing Communications for Dutro Company, managing multiple brands since joining the company in 1998.

Director of Franchise Administration: Melanie Parker Ms. Parker joined HRI on June 2012 and also serves in the same capacity for our affiliate, NHance, Inc. From August, 2010 to November, 2011, she worked in franchise operations for ServiceMaster of Kendall County, in Kendall County, Illinois. Prior to that, Ms. Parker spent a number of years with The ServiceMaster Company in Memphis, Tennessee, most recently from October, 2004 through May, 2008, as its Senior Manager, Franchise Compliance.

Technical & Training Manager: Jotham Hatch Mr. Hatch joined HRI in July 2003. He has been Technical Training Director since August 2007. Prior to that, he served as Instructional Designer for HRI, creating the training materials and curriculum for HRI. In August 2007 he was promoted to his current position.

### **Item 3**

#### **LITIGATION**

Brian Robert Neidig v. Home Depot and HRI, Docket No. L-706-10 in the Superior Court of New Jersey, filed on February 18, 2010. This former Chem-Dry franchisee filed an action against HRI for fraud and breach of contract, without specifying any damages. HRI moved to dismiss the case in favor of an arbitration proceeding it filed against Neidig before the American Arbitration Association, Case No. 77 114 E 00222 10 LGB. HRI's motion was granted and the New Jersey court case was dismissed on April 30, 2010. Neidig did not respond to HRI's Arbitration Demand, and the arbitration was held in abeyance until January 19, 2012, when Neidig filed a counterclaim against HRI, and sought to proceed with the arbitration. Neidig asserted that HRI misrepresented the nature of its franchise system, breached the franchise agreement, and interfered with his business operations. Neidig sought compensatory and punitive damages totaling \$5 million. HRI denied all of Neidig's allegations and defended the claims, which were settled shortly before the scheduled arbitration for a nominal payment of \$20,000, and the case was dismissed on October 30, 2012.

Harris Research, Inc. v. Jeffrey Newell and Jared Ware, Case No. 1:10-CV-00189 CW, in the U.S. District Court for the District of Utah, filed on November 10, 2011. HRI filed the action against former franchisees

for injunctive relief relating to defendants' trademark infringement and breaches of contract. The defendants did not respond and a default was entered against them on May 31, 2011.

Harris Research, Inc. v. Wood Renewal of Arizona, LLC and Steven W. Fetters, Case No. 1:12-CV-0032 SA, in the U.S. District Court for the District of Utah, filed on November 10, 2011. HRI filed the action against a former franchisee for injunctive relief relating to defendants' trademark infringement. A Judgment and Injunction in favor of HRI and against defendants was entered on July 25, 2012.

George A. Bonner and Joeleen Bonner v. Harris Research, Inc., individually and doing business as N-Hance, Case No. 2013-881, in the Court of Common Pleas of Mercer County, Pennsylvania, filed December 9, 2013. This former N-Hance franchisee filed an action against HRI for fraud and negligence, without specifying any damages. This matter is still pending.

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

**Item 4**

**BANKRUPTCY**

No bankruptcy is required to be disclosed in this disclosure document.

**Item 5**

**INITIAL FEES**

You must pay HRI an Initial Fee which will vary based on the applicable franchise package as described in Charts A and B below.

Initial Franchise Acquisition:

In Chart A, the Initial Fee is comprised of the following components:

- (1) An initial license fee for the right to use certain trademarks, service marks, logos and other commercial symbols in the operation of the Chem-Dry Business (the "Marks") during the term of the Franchise Agreement (the "**Initial License Fee**"); and
- (2) A new business set package, which includes initial cleaning solutions, equipment and advertising materials, the ("**New Business Set**") for a package as indicated below in Chart A. You must execute the Equipment Agreement in **Exhibit C** for the equipment acquired in the chosen option(s).

**Chart A - Initial Franchise Acquisition**

<b>Initial License Fee</b>	<b>Plus</b>	<b>Option</b>	<b>New Business Set Package Options</b>	
\$19,500	+	A	\$20,499	Professional Portable Package
\$19,500	+	B	\$26,000	Professional Hybrid Package
\$19,500	+	C	\$32,000	Executive Hybrid Package
\$19,500	+	D	\$36,500	Professional Truck Mount Package
\$19,500	+	E	\$45,000	Premier Truck Mount Package
\$19,500	+	F	\$48,000	Executive Truck Mount Package

Additional Franchise Acquisition:

If you are an existing franchisee, Chart B is for the acquisition of additional Chem-Dry Businesses. There are instances where we may limit the number of Chem-Dry Businesses that can be acquired by an individual, due to limited availability and/or the prospective franchisee's profile.

This option is available only to existing franchisees and to new franchisees purchasing in addition to their initial Chem-Dry Business. The requirements in Chart B apply to all existing Chem-Dry Businesses you may have and to any additional Chem-Dry Businesses you are acquiring.

**Chart B - Additional Franchise Acquisition**

<p>\$14,950</p> <p><u>Initial License Fee of \$14,950</u></p> <p>You can acquire an additional franchise by paying the initial license fee, subject to certain limitations. To meet current operating standards, you must: (1) have one complete set of hot carbonating equipment for each franchise; (2) your Chem-Dry Protectant purchases must be equal to or greater than 30% of your Natural purchases; and (3) you must have a complete expert Stain Removal Kit, Spot Dye Kit and Upholstery Cleaning Equipment and supplies for each van.</p>
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If you are an existing Chem-Dry franchisee acquiring an additional franchise, you will be required to execute a release as a condition to acquire an additional franchise (See **Exhibit D**).

The additional franchise acquisition options are available only to existing franchisees and to new franchisees purchasing a franchise in addition to their initial franchise who meet the requirements. The requirements in Chart B apply to all existing franchises you may have and to any additional franchises you are acquiring. Any requirements which have not been fulfilled prior to the acquisition of the additional franchise will be required to be fulfilled/purchased at the time of the purchase.

Down Payment:

Prior to signing the Franchise Agreement, you must pay HRI a non-refundable down payment as indicated in Item 10. With approved financing, HRI will finance the remainder of the Initial License Fee over 56 months until the remaining balance is paid in full. All payments are due on or before the 10th day of the each month and are non-refundable. Payments generally begin the 4<sup>th</sup> month following the effective date of the Franchise Agreement and are non-refundable. As long as payments are made on a timely basis, outstanding balances of the purchase price bear 8%-15% simple interest. (See Item 10) HRI does not offer direct financing on New Business Sets. HRI requires an automatic debit program for the payment of all fees and loan payments. You agree to complete all paperwork necessary to authorize the automatic debit program and to make the funds available for withdrawal by electronic transfer before each due date.

In the event you are acquiring multiple franchises at the same time as purchase of the first franchise, HRI may agree to stagger the payment start dates on the subsequent franchise purchases.

Discounts:

From time to time, we may offer incentives of cash, equipment, product, or other items as an inducement to prospective franchisees. We reserve the right to change or cancel any offer at any time. In addition, HRI may have refurbished equipment available for purchase as a part of your New Business Set. If you choose to purchase refurbished equipment (as opposed to new equipment) the price of your New Business Set would be reduced to reflect the price difference of used equipment options.

We are a member of the International Franchise Association (“IFA”) and participate in the IFA’s VetFran Program, which provides a ten percent (10%) discount on the Initial License Fee for the Initial Franchise Acquisition for veterans of the U.S. Armed Forces who meet the requirements of the VetFran Program. We also offer a ten percent (10%) discount on the Initial License Fee for the Initial Franchise Acquisition to First Responders such as police, fire, or paramedics.

Referral Fee:

HRI will pay to you a referral fee of \$1,000 for potential franchisees you refer to HRI that purchase a new Chem-Dry franchise. You provide HRI with the name, address and phone number of the potential franchisee and if they purchase the franchise within 90 days, you will receive \$1,000 as a referral fee.

**Item 6**

**OTHER FEES**

NAME OF FEE	AMOUNT	DUE DATE	REMARKS
Monthly Franchise Fee	\$350 <sup>1</sup>	10th day of month	Generally begins four months after the effective date of the Franchise Agreement. Subject to CPI increase not more than once per calendar year. This fee must be paid via electronic transfer as described in Item 5
Yearly Minimum Purchase Amount	\$3,000 <sup>1</sup>	As incurred	See Item 8
Successor Franchise Fee	\$1,000 <sup>1</sup>	Prior to expiration of initial term	Fee due at the end of the initial 5 year term to acquire a successor franchise agreement
Transfer Fee	\$3,000 <sup>1</sup>	At the beginning of the transfer process and prior to issuance of the franchise agreement	Payable when you transfer your Chem-Dry Business to another person or corporate entity with our approval
Guarantor Change	\$200 <sup>1</sup>	Upon initiation of change documentation	Payable if you wish to add or remove a guarantor, with our approval
Equipment Transfer	\$50 per unit <sup>1</sup>	As incurred	Payable when transferring proprietary equipment to another Chem-Dry franchisee
Name Change	\$100 per franchise <sup>1</sup>	As incurred	Payable when you wish to change the name of your Chem-Dry Business
Consolidated Office Agreement Fee	\$150 <sup>1</sup>	As incurred	Payable when you wish to have only one office for multiple franchises
Customer Service Management Software Fee <sup>2</sup>	\$70 - \$90, after an initial set up fee of \$200 <sup>1</sup>	As incurred	Payable for use of the web-based Customer Management System

NAME OF FEE	AMOUNT	DUE DATE	REMARKS
Credit Card Processing Fee <sup>2</sup>	Will vary	As incurred	Payable on credit card transactions
CDCS Program Handling & Processing Fee <sup>3</sup>	Currently 15% - 25% of invoice total <sup>1</sup>	As incurred	HRI shall remit to you all of the payments received from completed national accounts minus the handling & processing fee
Web Domain Fee	\$75 per domain for a five-year term <sup>1</sup>	As incurred	To purchase the five-year rights to use a domain
Lead Referral Fee	Currently \$7 - \$50 per job completed <sup>1</sup>	As incurred	Payable on completed THD jobs and other referrals <sup>4</sup>
Training	\$500 - \$1,000 <sup>1</sup>	At registration to attend a training event or upon receipt of training material	Costs associated with meeting annual training requirements, additional training, regional workshops, or special events.
New Franchise Training Fee - for additional attendees	\$50 per day per attendee <sup>1</sup>	Prior to attending New Franchise Training	The Initial Fee includes the cost for two to attend the New Franchise Training. Additional attendees as well as those purchasing existing franchises will pay this fee.
Convention Fee	\$899-\$1,199 <sup>1</sup>	Prior to convention	Registration fee and lodging for one to attend the Chem-Dry annual convention. Cost can vary depending on when you register. You will be required to attend at least one convention every three years.
Optional Tile and Stone Care Service Package	\$4,500-\$8,000	As incurred	Includes initial equipment, cleaning products and training.
Optional Water Damage Restoration Service Package	\$2,209	As incurred	Additional tool available as attachment to HCU (additional equipment required).
Optional Leather Cleaning Service Package	\$500-\$1,200	As incurred	Includes initial equipment, training materials and cleaning solutions package
Optional Website	\$100 setup, \$25 month per site <sup>1</sup>	10 <sup>th</sup> day of month	Development, hosting and maintenance fees for franchisee sites. Month-to-month option.
Optional Web Marketing	\$150 setup, \$130-\$200 per month <sup>1</sup>	10 <sup>th</sup> day of month	Service provides ongoing editing and basic maintenance of content on the .net and the HRI

NAME OF FEE	AMOUNT	DUE DATE	REMARKS
Services			Optional Websites. Month-to-month option.
Optional Additional Operations Manual	\$100-\$250 <sup>1</sup>	As incurred	The Manual is provided on CD (to be printed by you) and DVDs as part of initial purchase; amount is for printing & additional CD/DVD purchase.
Fine for Improper Advertising	Up to \$2,000 <sup>1</sup>	As incurred	Payable if you use any promotional materials which do not comply with HRI's guidelines.
Fine for use and/or possession of NON Chem-Dry Products	Up to \$2,500 <sup>1</sup>	As incurred	Payable if you use or possess any NON Chem-Dry products in your Chem-Dry Business.
Fine for unapproved cleaning systems or equipment	Up to \$2,500 <sup>1</sup>	As incurred	Payable if you use any cleaning process or equipment not approved by HRI; this includes improper mixing or application.
Fine for accepting and performing a job outside of your franchised area	Up to \$2,000 <sup>1</sup>	As incurred	Payable if you accept and perform a job outside of your franchised area.
Fine for failed QC evaluation	Will vary according to size of job <sup>1</sup>	As incurred	Payable if you fail a QC evaluation. Fine comprised of dollar amount of cleaning service provided and evaluation fee (approximately \$100).
Fine for Failure to Fulfill Annual Training Requirement	up to \$500 <sup>1</sup>	As incurred	Payable if you fail to fulfill your annual training requirements.
Fine for Failure to Fulfill National Convention Attendance Requirement	Up to \$500 <sup>1</sup>	As incurred.	Payable if you fail to fulfill your requirements to attend at least one annual convention every three years.
Customer Complaint Resolution	Will vary under circumstances	As incurred	Payable by you to resolve customer complaints concerning your job performance.

NAME OF FEE	AMOUNT	DUE DATE	REMARKS
Audit	\$500 <sup>1</sup>	As incurred	Daily fee if you fail to provide required materials in required format.
Interest	Lesser of 1.5% per month or highest contract rate allowed by law <sup>1</sup>	15 days after billing	Payable on all overdue amounts.
Costs and Attorneys' Fees	Will vary under circumstances	As incurred	Payable upon your failure to comply with Franchise Agreement.
Indemnification	Will vary under circumstances	As incurred	Reimburse us if we are held liable for claims arising from your operations.

- 1 All fees are imposed by and payable to us or our designee and are non-refundable.
- 2 All new Chem-Dry franchisees are required to use a web based customer management system designed to help you manage service calls and appointments, maintain customer lists, and support your marketing efforts. You will be required to sign a Software License Agreement (see **Exhibit F**).
- 3 "CDCS" refers to the Chem-Dry Corporate Service Department.
- 4 The program for THD jobs is fully outlined in the Chem-Dry Operational Standards and Quality Control Guidelines.

**Item 7**

**ESTIMATED INITIAL INVESTMENT**

**YOUR ESTIMATED INITIAL INVESTMENT**

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is made
Initial License Fee <sup>(1)</sup>	\$3,000 - \$19,500 <sup>(1)</sup>	Part Lump Sum, Remainder Installments	Prior to signing Franchise Agreement, remainder of Initial License Fee financed, with approved financing, generally beginning 4th month following the effective date of Franchise Agreement	HRI
New Business Set <sup>(1)</sup>	\$0 - \$48,000 <sup>(1)</sup>	Lump Sum	Date of signing Franchise	HRI



Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is made
			Agreement	
Cargo Van <sup>(2)</sup>	\$0 - \$35,000	As Incurred	As Agreed	Third Parties
Three Month's Rent <sup>(3)</sup>	\$0 - \$4,000	As Incurred	As Agreed	Third Parties
Telephone and Business License	\$400 - \$4,000	As Incurred	As Agreed	Third Parties
Training Expenses <sup>(4)</sup>	\$1,000 - \$2,000 <sup>(4)</sup>	As Incurred	Prior to initial training	HRI and Third Parties
Insurance <sup>(5)</sup>	\$600 - \$6,000	As Incurred	As Incurred	Third Parties
Additional Funds - 3 months <sup>(6)</sup>	\$2,500 - \$9,000	As Incurred	As Incurred	Third Parties
Computer System <sup>(7)</sup>	\$800 - \$2,000	As Incurred	As Agreed	HRI and Third Parties
Advertising - 3 months <sup>(8)</sup>	\$3,000 - \$10,000	As Incurred	As Agreed	Third Parties
<b>TOTAL ESTIMATED INITIAL INVESTMENT <sup>(9)</sup></b>	<b>\$11,300 - \$139,500</b>			

Explanatory Notes:

1. In order to acquire a Chem-Dry franchise, you must pay HRI the Initial Fee for the chosen package as outlined in Item 5. The Initial Fee is non-refundable, and can be paid in a single lump sum payment or you may be eligible for financing of the Initial License Fee portion of the Initial Fee. Prior to signing the Franchise Agreement, you must pay a down payment of \$3,000 - \$6,000 to HRI toward the Initial License Fee. See Item 5 for additional information regarding the Initial Fee. The terms of the financing are fully disclosed in Item 10. HRI does not offer direct or indirect financing on the New Business Set portion of the Initial Fee.

2. At least one white cargo van is required for the operation of each Chem-Dry Business to transport equipment and cleaning solutions to a job site. If you already own a suitable insurable van, there may be no need to purchase or lease an additional van; however, the van must comply with standards of professionalism a consumer would expect when contracting for Chem-Dry services and meet the current Advertising Rules and Guidelines regarding type of van and proper markings.

3. The purchase or lease of real property is not necessary to the operation of a Chem-Dry Business. You may operate out of your own home (where zoning and other laws and regulations permit) as space requirements are minimal, provided your home is within the non-exclusive area designated on the

Franchise Agreement ("Franchised Area"). Therefore, the purchase or lease of a separate business location is optional. If you have no storage facilities whatsoever, the rental of a unit the size of a single car garage, in which a telephone can be installed, inventory and equipment can be stored, and which is in accordance with all operational standards is adequate.

4. The Initial Fee includes the registration costs for up to two attendees at the New Franchise Training. Additional attendees and franchisees purchasing and existing Chem-Dry franchised business will pay \$50 per person per day to attend. You are responsible for costs associated with travel to attend training and all accommodations and meals while attending training.

5. You must obtain and maintain business liability coverage as well as vehicle liability coverage as a condition for receiving or maintaining a franchise.

- The minimum amount of business liability coverage required is \$1,000,000 per occurrence.
- The minimum amount of \$100,000/\$300,000/\$50,000 (or \$300,000 Combined Single Limit) is required for the vehicle coverage. All non-owned or hired vehicles must be insured with the same limits.
- HRI, CDCS and THD (and their officers, directors, employees, agents and affiliates and subsidiaries) must be named as additional insureds on both the General Liability and Vehicle Liability insurance policies.
- The business liability insurance policy must state that the work product is covered at a minimum of \$50,000 per occurrence, or that there is no "workmanship" or "care, custody, and control" exclusion.
- You must also have Workers Compensation insurance based on statutory requirements.
- An acceptable Certificate of Insurance for the business, any vehicles used in the business and Workers Compensation will be required within 30 days of the date of the Franchise Agreement, and at each insurance renewal or at least once per year.

The above insurance requirements are a minimum level of insurance needed for franchise operations and are not meant to dictate the total amount of insurance the franchise may need for adequate protection.

6. This item estimates your initial startup expenses. These expenses include payroll costs, but do not include any draw or salary for you. These figures are estimates, and we cannot guarantee that you will not have additional expenses starting the business. Your costs will depend on factors such as: how much you follow our methods and procedures; your management skill, experience and business acumen; local economic conditions; the local market for your services; competition; and the sales level reached during the initial period.

7. A computer system suitable to maintain and service your business is required. Please see Item 11 for recommended system requirements. If you already own a suitable computer system, there may be no need to purchase an additional one. You must also maintain an Internet connection and an e-mail account and must check your e-mail account at least daily. Cable or DSL internet connection is highly recommended.

8. This item estimates direct mail, internet marketing, telephone directories, and other advertising for your business. You should make further inquiries as to advertising amounts specific to your area.

9. We relied on our over 30 years of experience in the carpet and upholstery/drapery cleaning, spot removal and protective services business to compile these estimates. You should review these figures carefully with a business advisor before making any decision to purchase the franchise.

### **Item 8**

#### **RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES**

You must own, purchase or lease one or more white cargo van(s) suitable for the purpose of transporting various equipment, supplies and materials needed to operate a Chem-Dry Business. The van must comply with standards of professionalism a consumer would expect from a professionally operated service business and meet all of the current Advertising Rules and Guidelines regarding type of van, color and proper markings.

You must use only equipment, cleaning solutions, supplies, business forms, promotional materials and business services which have either been obtained from or approved by HRI. You must purchase the first advertising, cleaning solutions and equipment package from HRI, the costs of which are included in the initial fee. To protect the integrity of the Chem-Dry name and assure high quality cleaning results, you must purchase all cleaning solutions from HRI at the then current list price, plus applicable taxes. If you possess or use non-Chem-Dry cleaning solutions in your Chem-Dry Business, HRI will have the right to impose on you a fine of up to \$2,500 or terminate the franchise. You are required to purchase a minimum of \$3,000 (increased not more than once each calendar year to reflect increases in the Consumer Price as published by the U.S. Department of Labor or in such successor index) of cleaning solution per franchise from HRI each calendar year ("Minimum Purchase Amount"). You may be required to purchase additional amounts of product (including a designated mix of product) to meet the product minimums as outlined in the Operational Standards & Quality Control Guidelines. You may purchase other equipment, product or supply items from HRI at the then current list price, plus applicable taxes. We may approve only a limited number of sources or a single source (which may include us or our affiliates) for certain equipment, supply items, promotional materials and business services (such as credit card processing).

If you propose to purchase or lease any equipment, product, supply item or business service which is not then approved by HRI, you will first notify HRI and, upon request, furnish to HRI specifications, photographs, drawings and/or other information sufficient to afford HRI a reasonable opportunity to determine whether such equipment, product or supply item complies with our specifications and standards. A supplier is evaluated on the reliability of its product and service, product support, price and responsiveness. These criteria are not available to you or approved suppliers. You may only use equipment or product or supply items which have been approved by us in writing. If you use any cleaning process or equipment not approved by HRI (which includes improper mixing or application), HRI will have the right to impose on you a fine of up to \$2,500 or terminate the franchise.

You are responsible for all taxes related to the operation of your franchise. Such taxes may include, but are not limited to, Income Taxes, Payroll Taxes, Sales and/or Use Tax on services and/or products, Property Taxes and Gross Receipts taxes. You should consult with your local tax advisor to determine what taxes apply to your business. You are solely responsible to file any forms and make any required payments for all taxes.

HRI is required by most states to collect sales taxes on sales of products to your franchise. In most states, sales tax applies to all equipment and to all cleaning solutions. In some states, some products are exempt, usually when either a product is resold to an end consumer who pays the sales tax to the franchise, or when the franchise collects sales tax on the entire service from the end consumer. In a few states, sales tax on freight is required. Laws on what is taxable vary from state to state so you should consult with your local tax advisor. To be eligible for resale exemption you must have a sales tax number with the state and complete and submit a proper exemption certificate to HRI.

On CDCS program work (including jobs you receive from THD, referrals, and national accounts), HRI is required by a number of states to pay sales tax on cleaning services. We may subcontract with your franchise to perform such services. In such cases the taxes will be remitted by HRI and we therefore will not add sales taxes to payments we make to you. Upon request, we will provide a resale exemption certificate to your franchise.

HRI has negotiated with insurance brokers to provide insurance coverage to you according to our specifications at a discounted rate. HRI has also negotiated with companies involving uniforms, computers, computer software/applications, web hosting services, background checks, tradeshow displays and credit card services. We may, in the future, negotiate other purchase arrangements with suppliers for your benefit. We do not provide any material benefits to you based on your use of designated or approved sources. There are no purchasing or distribution cooperatives. No officer of the franchisor owns an interest in any suppliers.

For the year ending December 31, 2013, our total revenues were \$50,190,360 and our revenue from the sale or lease of products and services to Chem-Dry franchisees was \$24,212,035. This represents 48.2% of our total revenue. These figures were derived from our audited financial statements attached to this disclosure document. All of your required purchases (which include items which must be purchased from us or our approved suppliers and items which must be purchased in accordance with specifications) represent approximately 90% of your total purchases in connection with the establishment of the Chem-Dry Business and approximately 20% of your overall purchases in operating the Chem-Dry Business. Last year we received rebates from suppliers totaling \$15,001 or 3% of our total revenue.

**Item 9**

**FRANCHISEE'S OBLIGATIONS**

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

<b>Obligation</b>	<b>Section in Agreement</b>	<b>Item in Disclosure Document</b>
(a) Site selection and acquisition/lease	None	None
(b) Pre-opening purchases/leases	Section 2A, 2B, 2C, 2D, and Exhibit A of Franchise Agreement; Section 1 of Software License Agreement; Section 1 of Equipment Agreement	Items 5, 7, 8, 10 and 11
(c) Site development and other pre-opening requirements	Sections 2A, 2B, 2C, and 2D of Franchise Agreement; Sections 1, 2, and 3 of Software License Agreement	Items 5, 6, 7, 8, 10 and 11
(d) Initial and ongoing training	Sections 3A and 3B of Franchise Agreement and 6 of Software License Agreement	Items 6, 7 and 11
(e) Opening	Section 2D of Franchise Agreement; Section 1 of Software License Agreement	Item 11

<b>Obligation</b>	<b>Section in Agreement</b>	<b>Item in Disclosure Document</b>
(f) Fees	Sections 1E, 8, 8A, 9, 10, 12, 13C(7) and Exhibit A of Franchise Agreement, 12 and 13 of Software License Agreement and Schedule 1 of Equipment Agreement	Items 5, 6 and 7
(g) Compliance with standards and policies/Operations Manual	Sections 2D, 3C and 9C of Franchise Agreement; Sections 1, 2, and 5 of Software License Agreement	Item 11
(h) Trademarks and proprietary information	Section 4 of Franchise Agreement; Sections 2 and 15 of Software License Agreement	Items 13 and 14
(i) Restrictions on products/services offered	Section 9A and 9B of Franchise Agreement; Sections 4, 5, 16, and 18 of Software License Agreement	Items 8, 11, 12 and 16
(j) Warranty and customer service requirements	None	None
(k) Territorial development and sales quotas	Section 1C and 1D of Franchise Agreement	Item 12
(l) On-going product/service purchases	Sections 9A and 9B of Franchise Agreement and sections 7 and 11 of the Software License Agreement	Items 7, 8 and 11
(m) Maintenance, appearance and remodeling requirements	Section 14A of Franchise Agreement and Sections 2 and 2 of the Software License Agreement	Items 8 and 11
(n) Insurance	Section 9E of Franchise Agreement	Items 7 and 8
(o) Advertising	Section 10 of Franchise Agreement	Items 5, 6, 7 and 11
(p) Indemnification	Section 7 of Franchise Agreement and Sections 7, 13 and 20 of the Software License Agreement	Item 6
(q) Owner's participation/management/staffing	Section 9D of Franchise Agreement	Items 11 and 15
(r) Records/reports	Section 11 of Franchise Agreement	Item 11
(s) Inspections/audits	Section 12 of Franchise Agreement	Item 11

Obligation	Section in Agreement	Item in Disclosure Document
(t) Transfer	Section 13 of Franchise Agreement, sections 18 and 19 of the Software License Agreement, and 5 of Equipment Agreement	Item 17
(u) Successor	Section 14 of Franchise Agreement and sections 18 and 19 of the Software License Agreement,	Item 17
(v) Post-termination obligations	Section 16 of Franchise Agreement and 5 of Equipment Agreement	Item 17
(w) Non-competition covenants	Sections 6 and 16 of Franchise Agreement	Item 17
(x) Dispute resolution	Section 17F of Franchise Agreement	Item 17
(y) Costs/attorneys' fees	Section 17E of Franchise Agreement	Item 6

#### **Item 10**

#### **FINANCING**

HRI has no obligation to provide you any financing for any portion of the Initial Fee. However, with approved credit HRI may finance the Initial License Fee portion of the Initial Fee for qualified prospective franchisees under specified terms and conditions. We are unable to estimate whether you will be able to obtain financing from a third party lender for the remaining portion of the Initial Fee (which may only include the New Business Set) and if you are able to obtain financing from a third party, we cannot predict the terms of any third party financing. We do not receive payment from any person or persons for the placement of your financing with a third party lender.

#### **Initial License Fee Financing**

Our decision to offer financing of any portion of the Initial Fee will be based, in part, on your credit-worthiness, any collateral you offer to secure the financing and our then-current financing policies. Should HRI provide financing for the Initial License Fee, you must pay HRI a non-refundable down payment, as outlined in the chart below, prior to signing the Franchise Agreement. The balance will be paid to HRI in consecutive monthly payments until paid in full. Outstanding balances will bear between 8%-15% interest, depending on your credit worthiness.

#### **Initial License Fee Financing Terms**

Item Financed	Source of Financing	Down Payment	Amount Financed <sup>1</sup>	Term	Interest Rate <sup>1</sup>	Monthly Payment <sup>2</sup>
Initial Franchise Acquisition - \$19,500	HRI or other	\$6,000	\$13,500	56 months	8% – 15%	\$289.66 - \$336.65

Item Financed	Source of Financing	Down Payment	Amount Financed <sup>1</sup>	Term	Interest Rate <sup>1</sup>	Monthly Payment <sup>2</sup>
Additional Franchise Acquisition - \$14,950	HRI or other	\$3,000	\$11,950	56 months	8% – 15%	\$256.40 - \$298.00

<sup>1</sup>HRI charges 8% - 15% interest on the outstanding loan balance, depending on your credit worthiness.

<sup>2</sup>Typically, your first payment is due and interest begins to accrue the fourth (4<sup>th</sup>) month following the effective date of the Franchise Agreement. HRI requires an automatic debit program for the payment of all fees and loan payments. These monthly payments will be automatically deducted from your bank account. Payments not received by the due date are subject to a late charge in the amount of 1.5% per month.

All payments are due on or before the 10th day of each month. All obligations noted above are contained in Franchise Agreement and no separate note is required to be signed by you. There is no prepayment penalty. HRI does not require any waiver of defense or similar provisions in any note, contract or other instrument to be executed by you. If you are a corporation or other entity, the individual officers, members, or owners (whichever applies) will be personally responsible for guaranteeing the debt and will be required to sign the Guaranty and Assumption of Obligation attached to the Franchise Agreement.

If the Franchise Agreement is terminated by HRI, the whole sum of the remaining balance of the purchase price will mature and become immediately due and payable at HRI's option. You are also subject to any court costs and attorneys' fees for the collection of such amounts

If you do not make payments when due, HRI may demand immediate payment of the full outstanding amount due and terminate the franchise pursuant to Section 15 of the Franchise Agreement. In the event of collection proceedings, HRI reserves the right to pursue costs associated with the collections, including court costs and attorney fees in accordance with Section 17 of the Franchise Agreement.

HRI has no past or present practice nor any present intent to sell, assign, or discount to a third party, in whole or in part, any note, contract or other instrument executed by you; however, we reserve the right to do so.

#### New Business Set Financing and Van Package Financing

HRI does not offer direct financing on New Business Sets or van packages. We do, however, offer indirect financing to our franchisees through Aztec Financial, LLC (a non-affiliated equipment finance company). Your ability to obtain a loan or lease for either the New Business Set or a van package through Aztec Financial will depend on a number of factors including current market conditions, your credit history and your personal financial condition. We do not guarantee your notes, leases or other obligations and we are unable to estimate whether you will be able to obtain a loan or lease through Aztec Financial, or any other third party for any or all of your investment. We do not receive any direct or indirect payment or other consideration from Aztec Financial for the placement of the New Business Set financing; however, we may receive a marketing rebate of \$1,200 for each van package financed through Aztec Financial.

If you obtain financing for either a New Business Set or a van package from Aztec Financial, your actual payment terms will vary. A sample copy of the loan and lease contracts used by Aztec Financial are attached to this Disclosure Document as **Exhibit K** (the "Aztec Contracts"). The terms and conditions of the attached Aztec Contracts may change.

### New Business Set and Van Financing terms offered by Aztec Financial

Item Financed	Source of Financing	Down Payment	Amount Financed	Term	APR %
New Business Set - \$20,499 - \$48,000	Aztec Financial <sup>1</sup>	zero to 10% <sup>2</sup>	Up to 100%	48 Months <sup>3</sup>	8% - 15% <sup>4</sup>
Expansion New Business Set - \$7,200 - \$35,000	Aztec Financial <sup>1</sup>	zero to 10% <sup>2</sup>	Up to 100%	48 Months <sup>3</sup>	8% - 15% <sup>4</sup>
New White Cargo Van with Decals or Wrap and installation - \$26,189 - \$32,589	Aztec Financial <sup>1</sup>	zero to 10% <sup>2</sup>	Up to 100%	48 Months <sup>3</sup>	8% - 15% <sup>4</sup>

<sup>1</sup> We reserve the right to terminate our relationship with Aztec Financial or identify additional lenders at any time.

<sup>2</sup> Aztec Financial reserves the right to charge an origination fee of up to \$600.

<sup>3</sup> The financing term offered by Aztec Financial can range from 13 to 72 months. The most commonly requested term is 48 months (or 4 years). The total number of monthly payments will depend on the term of your lease or loan. Aztec Financial offers a range of repayment options depending on your needs and qualifications. The total number and amount of monthly payments will depend on the term of your contract. The first payment under your Aztec Contracts will be due at the time of delivery of the equipment, and the installment payments will consist of a fixed payment each month.

<sup>4</sup> The rates will vary based upon current market conditions, your individual credit history, your personal financing condition, and other factors Aztec Financial may deem appropriate.

All new Aztec Contracts, including loans and leases, can be paid early by remitting the remaining principal balance calculated as if the contract was a simple interest loan from origination.

Aztec Financial maintains a security interest in the equipment and/or van under the Aztec Contracts. Aztec Financial has the right to make UCC filings indicating their interest in the underlying assets. Depending on your overall credit profile, you may be required to pay Aztec Financial a security deposit or provide subsequent collateral to secure your loan or lease.

Typically with Aztec Financial, if any payment is late, you will be assessed a late fee equal to 10% of the unpaid amount under the contract. If you default under the Aztec contract, Aztec Financial may demand immediate payment of the total outstanding balance due plus all costs for collection including attorney's fees. In the event of default, Aztec Financial will have the right to retake possession of the equipment and subsequently sell the equipment and you will be liable for any and all deficiency balances.

A default under the terms of your Aztec Contracts will not result in a default of your Franchise Agreement.

### Item 11

#### FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

Except as listed below, HRI need not provide any assistance to you:

Before you open your Chem-Dry Business, HRI will:

- (1) Designate the Franchised Area. (Franchise Agreement - Section 1.D.)



- (2) Supply you with opening inventory of cleaning solutions, supplies and equipment for required services. (Franchise Agreement - Section 8.A.)
- (3) Provide you one copy of the operating and other manuals (the "Manual") (Franchise Agreement - Section 3.C.) See **Exhibit E** for the table of contents of the Manual.
- (4) Provide initial training for you if you have not previously attended a New Franchise Training in Nashville, Tennessee or Logan, Utah and provide initial training for others we designate (Franchise Agreement - Section 3.A. and 3.B.) This training is described in detail later in this Item.

During operation of your Chem-Dry Business, HRI will:

- (1) Advise you from time to time regarding operating issues concerning your Chem-Dry Business. In addition, we will provide guidance to you on standards, specifications and operating procedures and methods used by Chem-Dry Businesses. This guidance will, at HRI's discretion, be furnished in the Manual, bulletins, internet, newsletters or other written materials and/or during telephone consultations and/or consultations at such places as we designate and may be at your expense (Franchise Agreement - Section 3.C.).
- (2) Revise the Manual from time to time. The Manual contains mandatory and suggested specifications, standards, operating procedures and rules ("System Standards") (Franchise Agreement - Section 3.C.).
- (3) Hold additional training and conventions for all franchisees at the times and locations we designate (Franchise Agreement - Section 3.B.).
- (4) Inspect and observe the operations of your Chem-Dry Business from time to time to determine whether you are complying with the Franchise Agreement and all System Standards (Franchise Agreement - Section 12).
- (5) Provide updated or continuing training (Franchise Agreement - Section 3.B.).
- (6) Provide advertising materials for purchase (Franchise Agreement - Section 10).
- (7) Properly fill all orders for supplies, cleaning solutions and equipment provided you are current in your financial obligations to HRI (Franchise Agreement - Section 8.B.).
- (8) Provide advertising brochures for purchase from HRI for the Franchised Area. You are responsible for all advertising and promotion of your Chem-Dry Business. HRI does not administer any advertising fund or cooperative. (Franchise Agreement – Section 10)
- (9) Be responsible for all billings to and collections from national accounts. HRI will remit to you all of the payments we receive from completed national accounts that you service minus a handling and processing fee which will not exceed 15% - 25% of the amount collected. (See Item 6)

#### Advertising and Promotions

All advertising, promotion and marketing must be completely clear and factual and not misleading and conform to the highest standards of ethical marketing and the promotion policies which HRI prescribes from time to time. You also must follow our standards and specifications regarding use of social media in any way that references the Marks or involves the franchise. "Social media" includes personal blogs, common social networks like Facebook and Myspace, professional networks like LinkedIn, live-blogging tools like Twitter, virtual worlds, file, audio and video-sharing sites, and other similar social networking or media sites or tools. You must use only advertising, promotional and

marketing materials that HRI has prepared or approved. HRI's approval of your separate website is conditioned on HRI's ownership of the URL for the separate website and your compliance with the Advertising Rules & Guidelines. If you use any advertising or promotional materials that are not in compliance with HRI's guidelines, you will be subject to a fine of \$2,000 or termination of the Franchise Agreement. (Franchise Agreement - Section 10)

You are expected to spend at least 10% of your gross revenue on marketing and advertising each year. HRI reserves the right to audit your ad spending. You must mail reminder postcards/mailings to your customer data base at least four times per year. (Franchise Agreement – Section 9) You must participate in required promotional and national accounts programs unless we relieve you of this responsibility, in which case we or a third party may provide the necessary services.

HRI makes no attempt to select the location of the Chem-Dry Business within the Franchised Area. Since the Chem-Dry Business is amenable to a home-type operation, it is anticipated you will utilize your home as your business location, if your home is within the Franchised Area, is suitable to enable you to comply with operational standards, and zoning and other laws and regulations permit.

#### Computer Hardware and Software Systems

You will be required to use a computer in the operation of the franchised business. The following minimum system requirements are recommended:

1. Computer with a minimum 1 gigahertz (GHz) 32-bit or 64-bit processor
2. Windows XP or greater
3. Internet Explorer 7.0 or greater with 512 MB or free memory
4. 200 MB of Hard Drive Space
5. DVD drive
6. SVGA color monitor
7. Customer Management Software system

We are not obligated to provide ongoing maintenance, repairs, upgrades, or updates for the hardware or software systems. You are not obligated to upgrade the hardware however you may wish to do so to take full advantage of the speed and efficiency of the software systems. We anticipate the recommended hardware system, if purchased new, will cost between \$800 and \$2,000.

The Customer Service Management software system (the "Software System") is a web based management system designed to help you manage service calls and appointments, maintain customer lists, and support your marketing efforts. You will be required to sign a Software License Agreement (see **Exhibit F**) and to use the Software System in the management of the franchised business. The monthly cost of the Software System is currently \$70 - \$90. HRI requires an automatic debit program for the payment of these fees. These monthly payments will be automatically deducted from your bank account. Existing businesses will be required to pay a one-time initial set-up fee of \$200 to import their contact and customer information.

We will not have independent access to the information that will be generated or stored in the computer hardware system however we will have access to the information contained in the web based Software System.

#### Initial Training

Before opening, you must complete the initial training on the operation of a Chem-Dry business and you must train your employees. The New Franchise Training (or Initial Training) is a two week program consisting of one week of at home study and one week of classroom/hands-on training. If this is your first Chem-Dry Business, you will be required to attend New Franchise Training at HRI corporate headquarters in Nashville, Tennessee or Logan, Utah, or another location designated by HRI, prior to commencement of business.

When acquiring multiple franchises at the same time, the first New Franchise Training will be sufficient for each of those franchises. If you are a transferee, you must complete the training within 90 days of your franchise purchase. You are responsible for all travel expenses and living expenses while attending New Franchise Training. If HRI determines, in its sole discretion, that you failed to satisfactorily complete New Franchise Training, HRI shall have the right to require you attend the next New Franchise Training program at your expense (including all travel and living expenses you incur).

### NEW FRANCHISE TRAINING PROGRAM

<b>Day of Training</b>	<b>Subject</b>	<b>Hours of Classroom Training</b>	<b>Hours of On-the-Job Training</b>	<b>Location</b>
One week	Online training	Approximately 25 hours	-	From your home
Day One of Week Two	Job Overview, Mastering the General Cleaners, Equipment Set up/Tear down, Expert Spot Removal Process/Hands on Practice with Spot Cleaning <sup>2 3</sup>	4 hours	4 hours	Nashville, Tennessee or Logan, Utah
Day Two of Week Two	Chem-Dry Product Line, Hands on Cleaning – Practice set up/tear down and using the equipment	4 hours	4 hours	Nashville, Tennessee or Logan, Utah and On-Site
Day Three of Week Two	Business Development, Implementing the Marketing Strategy, Equipment Maintenance, Spot Dyeing (Hands on)	4 hours	4 hours	Nashville, Tennessee or Logan, Utah and On-Site
Day Four of Week Two	Business Development Continued, Marketing Strategy Continued – Keeping Customers for Life; Upholstery, Product Line, Procedures, Hands on Practice	4 hours	4 hours	Nashville, Tennessee or Logan, Utah and On-Site
Day Five of Week Two	Financial Success, Tracking and Reporting, The 5 most important Key Performance Indicators, Introduction to Tile and Stone services, Leather cleaning and protecting, Utilizing the resources and opportunities from HRI, Training and coaching for	7hours	1 hours	Nashville, Tennessee or Logan, Utah and On-Site

Day of Training	Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
	the future			

HRI Trainers: Jotham Hatch (See Item 2); Michael Ramsten, who has been a trainer with HRI since 1997; and Charlie Erickson who joined HRI in 2003. Other key executives and team members may present from time-to-time.

#### Ongoing Training

You are required to complete at least one in-person training course per calendar year and various online or other electronic training modules or seminars as required for each authorized service the business offers. The New Franchise Training will fulfill the training requirement for the calendar year in which the Franchise Agreement is dated. In subsequent calendar years, the training can be completed by attending one of the following in person: (1) an annual convention; (2) one of our authorized mini-seminars or regional workshop (which are generally offered throughout the United States); or (3) a training session held in Nashville, Tennessee or Logan, Utah; and completing such online or other electronic training modules or seminars required by HRI. You must attend at least one annual convention during the first three years of your Franchise Agreement. Failure to fulfill your convention attendance requirement will subject you to a fine of up to \$1,000 or termination of the Franchise Agreement. (See Section 3.B. of the Franchise Agreement)

We may charge reasonable registration or similar fees for these training events. You are required to pay all travel and living expenses incurred in connection with any training. Failure to fulfill your annual training requirement will subject you to a fine of up to \$1,000 or termination of the Franchise Agreement. (See Section 3.B. of the Franchise Agreement)

We estimate that there will be an interval of about 3 weeks between the signing of the Franchise Agreement and the opening of your Chem-Dry Business, but the interval may vary depending on your own time requirements. You must become operational in the Franchised Area within 90 days of the Effective Date of the Franchise Agreement.

### Item 12

#### **TERRITORY**

You must operate your Chem-Dry Business within the non-exclusive franchised area identified in the franchise agreement (the "Franchise Area"). The number of franchises which can operate and perform Chem-Dry businesses per Franchised Area at any given time is determined by dividing the current population of the area by 60,000. The nearest whole number to the quotient (referred to as "Maximum Number") is the number of franchises that HRI may grant in the area for operating and conducting a Chem-Dry business. The sum of franchises granted in the Franchised Area cannot exceed the Maximum Number; provided, however, that we, another franchisee or a third party designated by HRI may service national accounts in your Franchised Area if you elect not to service a national account or a national account elects not to do business with you. The Franchised Area will be determined by HRI based on population, population density, geographical terrain and market potential. Based on population changes, the Maximum Number may increase or decrease and may not remain constant; however, the Maximum Number only affects HRI's ability to grant franchises and no franchisee will be terminated solely as a result of a decrease in the Maximum Number. You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

You must operate and conduct your businesses from a single location within the Franchised Area from which you may operate as many crews, teams, sales forces and vans as you desire. You may purchase additional franchises within the Franchised Area, although you are not granted a right of first refusal to do so. If you have multiple franchises, a separate cleaning crew must be available for each franchise to perform requested work within the Franchised Area for the approved services. If you have purchased all of the franchises allocated to a given franchised area, the continuation of your Franchised Area is not dependent upon the achievement of a certain sales volume, market penetration or other contingency. However, if each area grows sufficiently in population to accommodate one or more additional franchises for the franchised service, your sales volume and market penetration may be taken into consideration in deciding whether to permit you to purchase such additional franchise(s) and maintain the exclusivity of the Franchised Area.

You agree to advertise and solicit business for the authorized services within the Franchised Area only. There are also specific guidelines for internet use further outlined in the Advertising Rules & Guidelines. You further agree that you will accept and perform only those jobs that are within the Franchised Area. If you accept and perform a job outside of your Franchised Area, HRI will have the right to impose on you a fine of \$2,000 or terminate the franchise.

You may relocate anywhere within your Franchised Area provided you give written notice to HRI at least 10 days prior to such relocation.

As described in Item 1, our affiliate, NHance, Inc., offers franchises for N-Hance Businesses. N-Hance Businesses sell wood care products including wood cleaning products and services and these products and services may be sold in your Franchised Area. However, the services offered by N-Hance Businesses are generally complimentary with, rather than competitive with, the services offered by Chem-Dry Businesses.

Other than N-Hance Businesses, neither HRI nor any affiliate has established or has any present intention to establish other franchises or company-owned outlets selling or leasing similar products or services under a different trade name or trademark. However, HRI retains all other rights with respect to CHEM-DRY Businesses, the Marks, the sale of similar or dissimilar products and services, including:

- (1) subject to the foregoing limitations on the Maximum Number of franchises in the Franchised Area, to grant franchises for any area and on any terms HRI deems appropriate;
- (2) the right to develop, sell, manufacture or distribute any type of product or service identified by or associated with the Marks in any channel of distribution, including sales to retail outlets which may operate in proximity to the BUSINESS; and
- (3) the right to develop, sell, manufacture or distribute any type of product or service identified by trademarks or service marks other than the Marks in any channel of distribution.

If you wish to be considered for the acquisition of an additional franchise, you are required to show that you are exploiting the area(s) to the full market potential. You are required to provide documented, verifiable information showing that you have gross sales of at least \$1.00 per 60,000 population for each franchise you now operate and that you have gross sales of at least \$1.00 per 60,000 population for each additional franchise you wish to acquire (for example, if you have one franchise and wish to acquire a second in the Franchised Area, you would need to show gross sales of \$120,000), have one van and one crew per franchise, and that you are in good standing with HRI, including being Circle of Excellence Certified. Requirements for Circle of Excellence Certification include full compliance with HRI's requirements, updated training and meeting customer satisfaction requirements. Upon meeting these requirements, you will be considered for approval to acquire the additional franchise under the then-current terms.

**Item 13**

**TRADEMARKS**

HRI grants to you the right to operate a franchise under the name Chem-Dry in accordance with the Franchise Agreement. You may also use the following trademarks, service marks or logos in the operation of your Chem-Dry Business. The name Chem-Dry® is the principal trademark federally registered with the U.S. Patent and Trademark Office on the Principal Register. All required affidavits have been filed.

Mark: "Chem-Dry" Reg. Date: June 12, 1979 No. 1,119,887	Mark: Chem Clean Reg. Date: July 12, 2005 No. 2,967,990
Mark: Drier. Cleaner. Healthier. Reg. Date: November 22, 2005 No. 3,016,784	Mark: The Natural Reg. Date: April 6, 1993 No. 1,762,324
Mark: The Natural Way to Cleaner Carpets Filing Date: February 20, 2014 No. 86199464	Mark: Deep Clean the Natural Way Filing Date: February 20, 2014 No. 86199219
Mark: Your Healthy Home Starts Here Filing Date: February 20, 2014 No. 86199191	

Additional Marks may be disclosed in the Advertising Rules & Guidelines.

You must follow HRI's rules when you use these Marks. You may not attempt to register any mark we use in the Chem-Dry business with any state or other government organization. You may not incorporate using in the name of that corporation any Mark we developed for use in the Chem-Dry Business. You may not have displays, advertising, literature, business cards, signs or any other promotional or identifying literature, or business name portraying any Mark we developed for use in the Chem-Dry Business alone, without an immediately adjacent identifier as to product, business name or service. You may not use the Marks in connection with the sale of any unauthorized products or services or in any manner not authorized in writing by HRI.

There are no currently effective material determinations of the U.S. Patent and Trademark Office, the Trademark Trial and Appeal Board, the trademark administrator of any state or any court, nor are there any pending infringement, opposition or cancellation proceedings or material litigation, involving the Marks. There are no agreements currently in effect which significantly limit HRI's right to use or license the use of the Marks in any manner material to the franchise. HRI does not actually know of either superior rights or infringing uses that could materially affect your use of the principal trademarks in any state.

You must notify HRI immediately in writing of any apparent infringement or challenge to your use of any Mark, or of any claim by any person of any rights in any Mark, and may not communicate with anyone other than HRI, HRI's attorneys and your attorneys in connection with any such infringement, challenge or claim. HRI has sole discretion to take such action as it deems appropriate and the right to control exclusively any litigation, U.S. Patent and Trademark Office proceeding or any other administrative proceeding arising from such infringement, challenge or claim or otherwise relating to any Mark. You must sign any instruments and documents, provide such assistance and take any action that, in the opinion of HRI's attorneys, may be necessary or advisable to protect and maintain its interests in any litigation or U.S. Patent and Trademark Office or other proceeding or otherwise to protect and maintain HRI's interests in the Marks.

If it becomes advisable at any time in HRI's sole discretion for HRI and/or you to modify or discontinue the use of any Mark and/or use one or more additional or substitute trade or service marks,

you must comply with HRI's directions within a reasonable period of time after receiving notice. However, HRI will not be obligated to reimburse you for any loss of revenue or goodwill attributable to any modified or discontinued Mark or for any expenditures you make to promote a modified or substitute trademark or service mark.

#### Item 14

### PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

HRI has registered the following patents with the U.S. Patent and Trademark Office:

<b>Registration Number</b>	<b>Patent</b>	<b>Date</b>
5,593,091	Dual Solution Application System	January 14, 1997
5,624,465	Internally-Carbonating Cleaning Composition and Method of Use	April 29, 1997
5,718,729	Composition and Method of Use for an Internally-Carbonating Non-Surfactant Cleaning Composition	February 17, 1998
6,298,577	Device for Enhancing Removal of Liquid from Fabric	October 9, 2001
6,266,892	Device for Enhancing Removal of Liquid from Fabric	July 31, 2001
5,867,860	Reciprocating Head for Cleaning Textiles and Method of Use	February 9, 1999
6,102,972	Method for the Removal of Rust Stains from Fabric Fibers	April 15, 2000
6,905,553	Device for Removing Residues from Surfaces and a Method for Accomplishing the same	June 14, 2005
7,059,541	Fluid Mixing Block	June 13, 2006
7,271,140	Composition for Removing Stains from Textiles	September 18, 2007
7,404,224	Method for Removing Stais from Textiles	July 29, 2008

Patents Pending:

<b>Application Number</b>	<b>Patent</b>	<b>Date Filed</b>
13/193,107	Apparatus, System and Method for rotary head cleaner	July 28, 2011
11/000,121	Improved Floor Cleaning Implement	June 26, 2002
61/368,525	Apparatus, System and Method for rotary head cleaner	July 28, 2010
61/551,333	Odor Removal Treatment	October 25, 2011
61/535,171	Truck Mounted Cleaning System	September 15, 2011
61/535,684	Vacuum Pathway in a Rotary head Cleaner	September 16, 2011
61/278,149	Apparatus, System and Method for Defoaming a Waste Tank	March 22, 2012
61/614,361	Apparatus, System and Method for Inhibiting Corrosion in a Waste Tank	March 22, 2012

There are presently no other effective determinations from the U.S. Patent and Trademark Office or interferences. There are no agreements currently in effect which will significantly limit the rights of HRI to use or license the use of such patent in any manner material to the franchise. HRI is not aware of any infringing uses which would materially affect your right to operate under these patents in any state.

HRI does not warrant or guarantee that any patents it obtains, or holds rights to, and it licenses to you are valid or that you will have exclusive rights to operate under the claims of any such patent. HRI will make every reasonable effort to protect any and all rights which have to use the invention claimed in any such patents and will protect you against claims of infringement or unfair competition brought by third parties with respect to the same. However, a finding of invalidity of any claim of any patents shall not affect your obligations to HRI.

HRI has copyrights on advertising materials that are available to you at a nominal cost. HRI intends to renew such copyrights. HRI claims copyright protection for the Manual and related materials although these materials have not been registered with the United States Registrar of Copyrights. The Manual and related materials are considered proprietary and confidential and are considered HRI's property and may be used by you only as provided in the Franchise Agreement. You may not use HRI's confidential information in any unauthorized manner and must take reasonable steps to prevent its disclosure to others.

There currently are no effective determinations of the Copyright Office (Library of Congress) or any court regarding any of the copyrighted materials. There are no agreements in effect which significantly limit HRI's right to use or license the copyrighted materials. Finally, there are no infringing uses actually known to HRI which could materially affect your use of the copyrighted materials in any state. HRI is not required by any agreement to protect or defend copyrights or confidential information.

You must notify HRI immediately in writing of any apparent infringement or challenge to any patent or copyright or of any claim by any person of any rights in any patent or copyright and may not communicate with anyone other than HRI, HRI's attorneys and your attorneys in connection with any such infringement, challenge or claim. HRI has sole discretion to take such action as it deems appropriate and the right to control exclusively any litigation, U.S. Patent and Trademark Office proceeding or any other administrative proceeding arising from such infringement, challenge or claim or otherwise relating to any patent or copyright. You must sign any instruments and documents, provide such assistance and take any action that, in the opinion of HRI's attorneys, may be necessary or advisable to protect and maintain its interests in any litigation or U.S. Patent and Trademark Office or other proceeding or otherwise to protect and maintain HRI's interests in or copyright any patent or copyright.

If it becomes advisable at any time in HRI's sole discretion for HRI and/or you to modify or discontinue the use of subject matter covered by any patent or copyright, you must comply with HRI's directions within a reasonable period of time after receiving notice. However, HRI is not obligated to reimburse you for any expenses or loss of revenue or goodwill arising from any modification or discontinuation of the subject of any patent or copyright.

#### **Item 15**

#### **OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS**

You are not obligated to participate personally in the direct operation of your Chem-Dry Business, although HRI recommends that you do so. You are responsible for the successful operation of the Chem-Dry Business and are directly responsible to us under the Franchise Agreement whether or not you participate in day-to-day operations. The operator is obligated to successfully complete HRI's New Franchise Training and other training program. The identity of the operator must be disclosed to HRI. You must require the operator to sign an agreement in which the operator agrees not to divulge any trade secret or confidential or proprietary information, including the contents of the Manual, or to engage in or have any interest in any competitive business. You must pay for any additional training deemed necessary by HRI for any unqualified operator or replace the operator with one who is qualified. You are not permitted to utilize independent contractors to provide services to customers. In addition, you cannot subfranchise, sublicense or delegate your franchise rights.

If you are a corporation, limited liability company, partnership, or other entity, each of your owners must personally guarantee your obligations under the Franchise Agreement and agree to be bound personally by every contractual provision, whether containing monetary or non-monetary obligations, including the covenant not to compete. This "Guaranty and Assumption of Obligations" is Exhibit B of the Franchise Agreement.



**Item 16**

**RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL**

The reputation and goodwill of HRI is based upon, and can be maintained and enhanced only by furnishing high quality carpet and upholstery/drapery cleaning, spot removal, protecting services, tile and stone care services and other related products and services. You must not, without the prior written approval of HRI, offer or sell any type of service or offer, sell or use any product that is not authorized by HRI for the Chem-Dry Business. You must not resell any type of cleaning solutions without the express written approval of HRI. HRI has the right to change the types of authorized services and products, and there are no limits upon HRI's right to do so. You must not sell the customer list(s) or customer contracts, or otherwise use the customer list(s) for any purpose other than in connection with the operation of your Chem-Dry Business. The equipment used in Chem-Dry Businesses may not be used for any purpose other than the operation of your Chem-Dry Business in compliance with the Franchise Agreement. You must not sell or otherwise transfer any van without first removing all of the names and marks associated with the Chem-Dry Business from the van. You can only operate, solicit and advertise within your Franchised Area subject to certain types of commercial jobs. (See Items 8, 9 and 12)

**Item 17**

**RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION**

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

**THE FRANCHISE RELATIONSHIP**

<b><u>Provision</u></b>	<b><u>Section in Franchise Agreement and other agreements</u></b>	<b><u>Summary</u></b>
a. Term of the franchise	Section 1C and Exhibit A of the Franchise Agreement, Section 9 of Equipment Agreement	5 years
b. Renewal or extension of the term	Section 14	One 5 year successor term
c. Requirements for you to renew or extend	Section 14	Notice, good standing, refurbish, sign release and then current form of franchise agreement (which may contain provisions that differ materially from any and all of those contained in the current Agreement, including without limitation increased or additional fees and new product or service offerings), pay fee, purchase all required equipment (including the HCU equipment with all required attachments and the PowerHead equipment)

<b><u>Provision</u></b>	<b><u>Section in Franchise Agreement and other agreements</u></b>	<b><u>Summary</u></b>
d. Termination by you	None	
e. Termination by us without cause	None	
f. Termination by us with cause	Section 15B of the Franchise Agreement, Section 9 of the Equipment Agreement and Section 13 of the Software License Agreement	We can terminate only if you commit any one of several listed violations
g. "Cause" defined-defaults which can be cured	Section 15B	10 days for non-payment and failure to provide required reports, 30 days for contract defaults or non-compliance with standards
h. "Cause" defined-defaults which cannot be cured	Section 15B	Material misrepresentation or omission, failure to commence operations within 90 days of signing the Franchise Agreement, failure to satisfactorily complete training, abandonment, unauthorized transfer, conviction of or no contest plea to felony or other offense, engage in dishonest or unethical conduct which adversely affects the reputation of the Chem-Dry Business or the goodwill of the Marks, unauthorized use of a Mark, unauthorized use of the Manual or confidential information, use of non Chem-Dry cleaning solutions two or more times, non-compliance with laws, repeated defaults, bankruptcy related events, termination of another franchise agreement
i. Your obligations on termination/nonrenewal	Section 16 of the Franchise Agreement, Section 9 of the Equipment Agreement and Section 13 of the Software License Agreement	Pay outstanding amounts, de-identification, return of: confidential information, telephone numbers, customer lists, proprietary equipment and operating manuals (see also "s.")
j. Assignment of contract by us	Section 13A	No restriction on HRI's right to assign

<u>Provision</u>	<u>Section in Franchise Agreement and other agreements</u>	<u>Summary</u>
k. "Transfer" by you – definition	Section 13B of the Franchise Agreement, Section 5 of the Equipment Agreement and Section 18 of the Software License Agreement	Includes transfer of contract or assets
l. HRI's approval of transfer by you	Section 13B	We have the right to approve all transfers, our consent not to be unreasonably withheld
m. Conditions for HRI's approval of transfer	Section 13C	Transferee qualifies, transferee assumes all obligations, all amounts due are paid in full, transferee has no interest in competitive business, transferee satisfactorily completes training, transferee signs then current franchise agreement and related documents, transfer fee paid, release signed (if law allows), you subordinate amounts due to you, you correct any deficiencies and make any requested updates, you abide by covenant not to compete, transferee purchases all required equipment, and you de-identify
n. HRI's right of first refusal to acquire your business	Section 13F	HRI can match any offer within 30 days of notice
o. HRI's option to purchase your business	Section 13D	Upon notification of your death or permanent incapacity or within 6 months thereafter
p. Your death or disability	Section 13D	We can buy your Chem-Dry Business, and if we do not, franchise must be assigned to approved person within 6 months
q. Non-competition covenants during the term of the franchise	Section 6	No interest in or performing services for, a competitive business (defined as any business which provides or sells, or grants franchises or licenses to others to provide or sell, carpet or upholstery/drapery cleaning services or products, tile/stone care services or products, spot removal or protective services or products, or any related

<u>Provision</u>	<u>Section in Franchise Agreement and other agreements</u>	<u>Summary</u>
		ancillary services or products)
r. Non-competition covenants after the franchise is terminated or expires	Section 16D	No competing business for 2 years within Franchised Area or 10 miles of Franchised Area. No franchising, licensing, manufacturing, or selling similar products, equipment, or services for 2 years within Franchised Area or any Chem-Dry Business franchised area.
s. Modification of the agreement	Sections 1F and 17K	No modifications generally but Manual and System Standards subject to change
t. Integration/merger clause	Section 17K	Only terms of Franchise Agreement are binding (subject to state law) but this does not disclaim or waive reliance on any representations in this disclosure document
u. Dispute resolution by arbitration or mediation	Section 17F	Except for certain claims, all disputes must be arbitrated in Nashville, Tennessee (subject to state law). In reliance on the Federal Arbitration Act, HRI maintains its right to enforce the arbitration provision, including the Tennessee forum selection provision, in any dispute, notwithstanding any state law to the contrary.
v. Choice of forum	Section 17H	Litigation in Tennessee (subject to state law)
w. Choice of law	Section 17G	Tennessee law applies (subject to state law)

**Item 18**

**PUBLIC FIGURES**

HRI does not use any public figure to promote HRI's franchise.

**ITEM 19**

**FINANCIAL PERFORMANCE REPRESENTATIONS**

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

HRI does not currently require all Chem-Dry business franchise owners to provide periodic revenue and other financial reports concerning their franchises. In March, 2014, HRI conducted a system-wide survey requesting that all franchise owners provide certain financial and other information relating to the operation of their Chem-Dry business franchises during 2013. As of December 31, 2013, HRI had 1,051 franchise owners who operated 2,087 Chem-Dry business franchises. HRI received complete 2013 financial information from 237 franchise owners (the "Responding Franchise Owners"), who collectively own 615 Chem-Dry business franchises (the "Responding Franchises"), who have owned their businesses at least 2 years, and operated those franchises throughout all of 2013.

The Responding Franchise Owners as a whole generally reflect the characteristics of all Chem-Dry franchises as of December 31, 2013 and the characteristics that HRI expects for new Chem-Dry business franchises. For example:

- All of the Responding Franchises offer the same products and services that HRI authorizes new and existing Chem-Dry business franchises to sell.
- The Responding Franchises operate in a mix of urban, suburban and rural areas, and they are disbursed geographically throughout the U.S.
- The average age in the system of all 1,051 franchise owners in the Chem-Dry system is 15.0 years.

Listed below are the Number of Owners, Number of Franchises, Average Job Size, Number of Franchises per Owner, Average Years Operating, Annual Revenue per Owner, Annual Revenue per Franchise, and the Cost of Cleaning Solution as a percent of Revenue per Franchise as those terms are defined in the notes below, for the Responding Franchise Owners and Responding Franchises during the period from January 1, 2013 until December 31, 2013. Note that the chart is broken down into top 1/3, mid 1/3, and bottom 1/3 along with an average for the Responding Franchise Owners and Responding Franchises.

<b>2013 Franchise Data</b>								
<b>(Ranked by Revenue per Owner)</b>								
	<b># of Owners</b>	<b># of Franchises</b>	<b>Average Job Size</b>	<b>Franchises / Owner</b>	<b>Average Years Operating</b>	<b>Annual Revenue/ Owner</b>	<b>Annual Revenue/ Franchise</b>	<b>% Solution Cost</b>
Top 1/3	79	331	\$282	4.2	16.0	\$541,587	\$129,261	6.0%
Mid 1/3	77	162	263	2.1	15.7	174,624	83,000	5.6%
Bottom 1/3	81	122	214	1.5	13.4	77,583	51,510	7.0%
	<b>237</b>	<b>615</b>	<b>\$252</b>	<b>2.6</b>	<b>15.0</b>	<b>\$263,779</b>	<b>\$101,651</b>	<b>6.0%</b>

Listed below are the Number of Owners, Number of Franchises, Number of Franchises per Owner, Average Job Size, Annual Revenue per Owner, Annual Revenue per Franchise, and the cost of Cleaning Solution as a percent of Revenue as those terms are defined in the notes below, for the Responding Franchise Owners and Responding Franchises during the period from January 1, 2013 until December 31, 2013

### 2013 Franchise Data by # of Franchises Owned

# of Franchises Owned	# of Owners	# of Franchises	Average Job Size	Annual Revenue/ Owner	Annual Revenue/ Franchise	% Solution Cost
1	82	82	\$217	\$125,715	\$125,715	5.5%
2	71	142	267	223,567	111,784	5.5%
3 or More	84	391	281	432,544	92,925	6.3%
	<b>237</b>	<b>615</b>	<b>\$252</b>	<b>\$263,779</b>	<b>\$101,651</b>	<b>6.0%</b>

88 out of 237, or 37%, of Responding Franchise Owners met or exceeded the average annual revenue per franchise.

73 out of 237, or 31%, of Responding Franchise Owners met or exceeded the average annual revenue per franchise owner.

#### Notes:

1. A number of factors impact franchise owner's revenue, such as the operational capability of the franchise owner, the price that the franchise owner decides to charge, the competition in the market, and the franchise owner's ability to sell ancillary products and higher-margin services. The price you charge and your ability to sell may differ from the Responding Franchise Owners.

2. The figures in these tables reflect the actual results that the Responding Franchise Owners reported. The figures have not been audited, nor has HRI sought to independently verify their accuracy. Prospective franchisees and sellers of franchises should be advised that no certified public accountant has audited these figures or expressed his or her opinion concerning their contents or form.

3. "Number of Owners", reflects the number of individual franchise owners in each measured category out of the total 237 Responding Franchise Owners.

4. "Number of Franchises", reflects the number of individual franchise businesses in each measured category out of the total 615 Responding Franchises. HRI considers each franchise agreement to be one "franchise" for purposes of counting the number of Responding Franchises.

5. "Average Job Size", reflects the average revenue per carpet cleaning job as reported by the Responding Franchise Owner.

6. "Franchises Per Owner" reflects the average number of franchise businesses owned per franchise owner.

7. "Average Years Operating" reflects the average number of years the group of franchisees represented per category being measured has operated each franchise business.

8. "Average Annual Revenue per Owner" reflects the total revenue that the Responding Franchise Owners reported.

9. "Average Annual Revenue per Franchise" reflects the total revenue that the Responding Franchise Owners reported divided by the total number of Responding Franchises.

10. "Cost of Solution" is the average cost of all cleaning solutions bought from HRI as a percent of revenue by the Responding Franchise Owners for each of their Responding Franchises.

11. As described above, the Responding Franchises have operated for long periods of time, many of them for longer than 15 years. These Responding Franchises have had time, in some cases many years, to develop a base of customers that provide a recurring revenue stream. A new franchisee starting a new Chem-Dry business franchise would not start with that base of customers and should expect to realize lower revenue.

12. The Chem-Dry brand is well established in many of the markets in which the Responding Franchises operate. If you operate your Chem-Dry business franchise in a new region or market where the Chem-Dry brand is not yet well developed, your franchise may not benefit as much from an established trade identity in the market or from marketing activities that other Chem-Dry business franchise owners have historically conducted and will continue to conduct. This might result in lower revenue than that reported by Responding Franchise Owners.

13. Other than cost of cleaning solutions as a percent of revenue, this financial performance representation does not reflect other variable or fixed operating expenses, or other costs or expenses that must be deducted from the revenue figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating you Chem-Dry business. Franchisees or former franchisees, listed in this disclosure document, may be one source of this information.

14. Your results are likely to differ from the results described above, and for a number of reasons, these results should not be considered as the actual or probable results that your Chem-Dry business will realize.

15. HRI will provide written substantiation for the data used to prepare this financial performance representation upon your reasonable request.

16. Other than the preceding financial performance representation, HRI does not make any financial performance representations. HRI also does not authorize its employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, HRI may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Dan Tarantin, President & CEO, at 124 12<sup>th</sup> Ave., South Suite 300, Nashville, TN 37203 (800) 841-6583, the Federal Trade Commission, and the appropriate state regulatory agencies.

**Item 20**

**ITEM 20 TABLE NO. 1**

**OUTLETS AND FRANCHISEE INFORMATION  
SYSTEMWIDE OUTLET SUMMARY**

**FOR THE YEARS ENDING December 31, 2013, DECEMBER 31, 2012, AND JANUARY 31, 2012**

<b>Outlet Type</b>	<b>Year<sup>1</sup></b>	<b>Outlets at the Start of the Year</b>	<b>Outlets at the End of the Year</b>	<b>Net Change</b>
<b>Franchised</b>	2012	2166	2155	-11
	December 2012	2155	2043	-112
	December 2013	2043	2087	+44
<b>Company-Owned</b>	2012	0	0	0
	December 2012	0	0	0

Outlet Type	Year <sup>1</sup>	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
	December 2013	0	0	0
<b>Total Outlets</b>	2012	2166	2155	-11
	December 2012	2155	2043	-114
	December 2013	2043	2087	+44

<sup>1</sup>Throughout this Disclosure Document, Fiscal Year End 2012 represents February 1, 2011 through January 31, 2012; Fiscal Year End December, 2012 represents February 1, 2012 through December 31, 2012, and Fiscal Year End December, 2013 represents January 1, 2013 through December 31, 2013.

**ITEM 20 TABLE NO. 2  
TRANSFERS OF OUTLETS FROM FRANCHISEES  
TO NEW OWNERS (other than the Franchisor)  
FOR THE YEARS ENDING DECEMBER 31, 2013, DECEMBER 31, 2012, AND JANUARY 30, 2012**

State	Year	Number of Transfers
Alabama	2012	0
	12/2012	0
	2013	3
Arizona	2012	0
	12/2012	1
	2013	2
Arkansas	2012	0
	12/2012	0
	2013	0
California	2012	4
	12/2012	7
	2013	9
Colorado	2012	1
	12/2012	0
	2013	12
Florida	2012	2
	12/2012	3
	2013	3
Georgia	2012	1
	12/2012	1
	2013	0
Idaho	2012	0
	12/2012	2
	2013	1
Illinois	2012	2
	12/2012	1
	2013	0



<b>State</b>	<b>Year</b>	<b>Number of Transfers</b>
Indiana	2012	0
	12/2012	3
	2013	1
Kansas	2012	0
	12/2012	1
	2013	0
Kentucky	2012	1
	12/2012	0
	2013	0
Louisiana	2012	0
	12/2012	0
	2013	1
Maine	2012	0
	12/2012	0
	2013	0
Maryland	2012	1
	12/2012	1
	2013	0
Massachusetts	2012	0
	12/2012	1
	2013	0
Michigan	2012	0
	12/2012	0
	2013	1
Minnesota	2012	0
	12/2012	0
	2013	0
Mississippi	2012	1
	12/2012	0
	2013	0
Missouri	2012	6
	12/2012	0
	2013	0
Montana	2012	0
	12/2012	0
	2013	1
Nebraska	2012	0
	12/2012	0
	2013	0
Nevada	2012	0
	12/2012	1
	2013	1
New Jersey	2012	0
	12/2012	3
	2013	0
New York	2012	2
	12/2012	3
	2013	0
North Carolina	2012	2
	12/2012	1
	2013	0

<b>State</b>	<b>Year</b>	<b>Number of Transfers</b>
Ohio	2012	0
	12/2012	0
	2013	2
Oklahoma	2012	0
	12/2012	0
	2013	1
Oregon	2012	4
	12/2012	0
	2013	5
Pennsylvania	2012	0
	12/2012	4
	2013	0
South Carolina	2012	0
	12/2012	2
	2013	1
Tennessee	2012	2
	12/2012	2
	2013	0
Texas	2012	4
	12/2012	5
	2013	8
Utah	2012	2
	12/2012	0
	2013	1
Vermont	2012	0
	12/2012	0
	2013	0
Virginia	2012	0
	12/2012	1
	2013	1
Washington	2012	1
	12/2012	0
	2013	0
W. Virginia	2012	0
	12/2012	0
	2013	0
Wisconsin	2012	4
	12/2012	1
	2013	0
Wyoming	2012	3
	12/2012	1
	2013	0
TOTALS	2012	43
	12/2012	45
	2013	54

**ITEM 20 TABLE NO. 3  
STATUS OF FRANCHISED OUTLETS  
FOR THE YEARS ENDING DECEMBER 31, 2013, DECEMBER 31, 2012, AND JANUARY 30 2012**

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
Alabama	2012	30	2	0	0	0	2	30
	12/2012	30	0	4	1	0	0	25
	2013	25	5	0	1	0	0	29
Alaska	2012	5	0	2	0	0	0	3
	12/2012	3	0	0	0	0	0	3
	2013	3	0	2	0	0	0	1
Arizona	2012	65	5	1	0	0	1	68
	12/2012	68	0	0	4	0	0	64
	2013	64	1	3	0	0	0	62
Arkansas	2012	7	0	0	0	0	0	7
	12/2012	7	1	0	0	0	0	8
	2013	8	1	0	1	0	0	8
California	2012	365	12	13	8	0	0	356
	12/2012	356	9	31	10	0	0	324
	2013	324	17	2	6	0	0	333
Colorado	2012	61	6	0	4	0	0	63
	12/2012	63	4	0	2	0	0	65
	2013	65	3	0	3	0	0	65
Connecticut	2012	18	0	0	2	0	0	16
	12/2012	16	1	1	0	0	0	16
	2013	16	2	0	0	0	0	18
Delaware	2012	7	0	0	0	0	0	7
	12/2012	7	0	0	0	0	0	7
	2013	7	0	0	1	0	0	6
District of Columbia	2012	2	1	0	0	0	0	3
	12/2012	3	0	0	0	0	0	3
	2013	3	0	0	0	0	0	3
Florida	2012	127	10	3	2	0	2	130
	12/2012	130	1	6	3	0	0	122
	2013	122	5	1	4	0	0	122
Georgia	2012	75	2	1	3	0	1	72
	12/2012	72	1	4	5	0	0	64
	2013	64	0	2	2	0	0	60
Hawaii	2012	3	0	0	0	0	0	3
	12/2012	3	0	0	0	0	0	3
	2013	3	0	0	0	0	0	3
Idaho	2012	28	0	0	0	0	0	28
	12/2012	28	0	0	0	0	0	28
	2013	28	0	0	0	0	0	28
Illinois	2012	67	4	0	1	0	0	70
	12/2012	70	2	1	1	0	0	70
	2013	70	1	0	0	0	0	71
Indiana	2012	54	2	1	2	0	1	52
	12/2012	52	2	2	0	0	0	52

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
	2013	52	1	3	1	0	0	49
Iowa	2012	16	1	0	0	0	0	17
	12/2012	17	0	0	1	0	0	16
	2013	16	0	0	0	0	0	16
Kansas	2012	10	0	0	0	0	0	10
	12/2012	10	0	0	0	0	0	10
	2013	10	0	0	0	0	0	10
Kentucky	2012	19	0	2	0	0	0	17
	12/2012	17	1	0	1	0	0	17
	2013	17	0	0	0	0	0	17
Louisiana	2012	9	0	0	0	0	0	9
	12/2012	9	0	0	1	0	0	8
	2013	8	0	0	1	0	0	7
Maine	2012	2	0	0	0	0	0	2
	12/2012	2	0	0	0	0	0	2
	2013	2	0	0	0	0	0	2
Maryland	2012	52	2	0	0	0	2	52
	12/2012	52	6	3	2	0	0	54
	2013	54	4	3	2	0	0	53
Massachusetts	2012	39	1	0	0	0	0	40
	12/2012	40	0	1	1	0	0	38
	2013	38	0	2	0	0	0	36
Michigan	2012	55	1	2	2	0	2	50
	12/2012	50	2	2	5	0	0	45
	2013	45	5	0	2	0	0	48
Minnesota	2012	51	3	0	1	0	0	53
	12/2012	53	0	1	2	0	0	50
	2013	50	1	1	7	0	0	43
Mississippi	2012	3	2	0	0	0	0	5
	12/2012	5	1	1	0	0	0	5
	2013	5	0	0	0	0	0	5
Missouri	2012	38	0	0	2	0	1	35
	12/2012	35	2	2	0	0	0	35
	2013	35	3	0	0	0	0	38
Montana	2012	24	1	0	0	0	0	25
	12/2012	25	0	1	0	0	0	24
	2013	24	0	0	0	0	0	24
Nebraska	2012	17	1	0	0	0	0	18
	12/2012	18	0	0	3	0	0	15
	2013	15	1	0	0	0	0	16
Nevada	2012	25	0	0	1	0	0	24
	12/2012	24	0	0	0	0	0	25
	2013	25	0	1	2	0	0	22
New	2012	6	0	0	0	0	0	6

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
Hampshire	12/2012	6	0	0	0	0	0	6
	2013	6	0	0	0	0	0	6
New Jersey	2012	71	1	0	2	0	0	70
	12/2012	70	0	2	5	0	0	63
	2013	63	2	1	7	0	0	57
New Mexico	2012	17	0	0	0	0	0	17
	12/2012	17	0	1	0	0	0	16
	2013	16	0	0	0	0	0	16
New York	2012	73	7	2	0	0	1	77
	12/2012	77	1	2	1	0	0	77
	2013	77	1	3	0	0	0	75
North Carolina	2012	73	5	2	1	0	1	74
	12/2012	74	4	4	2	0	0	72
	2013	72	9	2	2	0	0	77
North Dakota	2012	3	0	0	1	0	0	2
	12/2012	2	0	0	0	0	0	2
	2013	2	0	0	0	0	0	2
Ohio	2012	37	4	1	3	0	2	35
	12/2012	35	1	2	0	0	0	34
	2013	34	1	1	1	0	0	33
Oklahoma	2012	15	1	1	0	0	1	14
	12/2012	14	0	0	1	0	0	13
	2013	13	8	1	0	0	0	20
Oregon	2012	52	1	0	4	0	0	49
	12/2012	49	0	0	6	0	0	43
	2013	43	0	0	2	0	0	41
Pennsylvania	2012	79	3	2	1	0	1	78
	12/2012	78	1	5	0	0	0	74
	2013	74	0	3	1	0	0	70
Rhode Island	2012	5	0	1	0	0	0	4
	12/2012	4	0	4	0	0	0	0
	2013	0	0	0	0	0	0	0
South Carolina	2012	28	5	0	0	0	0	33
	12/2012	33	1	0	3	0	0	31
	2013	31	1	1	1	0	0	30
S. Dakota	2012	5	0	1	1	0	0	3
	12/2012	3	0	1	1	0	0	1
	2013	1	3	0	0	0	0	4
Tennessee	2012	37	4	1	2	0	0	38
	12/2012	38	2	2	1	0	0	37
	2013	37	2	3	0	0	0	36
Texas	2012	135	4	2	3	0	1	133
	12/2012	133	3	6	2	0	0	128
	2013	128	9	8	5	0	0	124

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
Utah	2012	41	2	2	2	0	0	39
	12/2012	39	1	0	0	0	0	40
	2013	40	2	1	0	0	0	41
Vermont	2012	4	0	0	0	0	2	2
	12/2012	2	0	0	0	0	0	2
	2013	2	0	0	0	0	0	2
Virginia	2012	71	4	0	0	0	0	75
	12/2012	75	0	0	0	0	0	75
	2013	75	4	1	4	0	0	74
Washington	2012	86	5	5	5	0	3	78
	12/2012	78	2	0	10	0	0	70
	2013	70	4	3	2	0	0	69
W. Virginia	2012	14	0	0	0	0	0	14
	12/2012	14	0	0	0	0	0	14
	2013	14	3	0	0	0	0	17
Wisconsin	2012	29	6	0	0	0	1	34
	12/2012	34	0	0	0	0	0	34
	2013	34	0	0	1	0	0	33
Wyoming	2012	9	1	0	0	0	1	9
	12/2012	9	0	0	0	0	0	9
	2013	9	0	0	1	0	0	8
Other US Territories	2012	2	0	0	0	0	0	2
	12/2012	2	0	0	0	0	0	2
	2013	2	0	0	1	0	0	1
Canada	2012	0	0	0	0	0	0	0
	12/2012	0	0	0	0	0	0	0
	2013	0	58	0	0	0	0	58
TOTALS	2012	2166	109	45	53	0	26	2151
	12/2012	2151	49	89	74	0	0	2039
	2013	2039	157	48	61	0	0	2087

**ITEM 20 TABLE NO. 4  
STATUS OF COMPANY-OWNED OUTLETS  
FOR THE YEARS ENDING DECEMBER 31, 2013, DECEMBER 30, 2012, AND JANUARY 31, 2012  
Table No. 4**

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
There are no Company-Owned Outlets for January 2012 – December, 2013							

**ITEM 20 TABLE NO. 5  
PROJECTED OPENINGS AS OF DECEMBER 31, 2013**

<b>STATE</b>	<b>FRANCHISE AGREEMENTS SIGNED BUT OUTLET NOT OPENED</b>	<b>PROJECTED FRANCHISED NEW OUTLETS IN THE NEXT FISCAL YEAR</b>	<b>PROJECTED COMPANY OWNED OUTLETS IN NEXT FISCAL YEAR</b>
Alabama	0	2	0
Arizona	0	3	0
Arkansas	0	3	0
California	0	8	0
Colorado	0	2	0
Connecticut	0	3	0
Delaware	0	0	0
Florida	0	11	0
Georgia	0	3	0
Hawaii	0	0	0
Idaho	0	0	0
Illinois	0	4	0
Indiana	0	2	0
Iowa	0	1	0
Kansas	0	2	0
Kentucky	0	2	0
Louisiana	0	5	0
Maine	0	0	0
Maryland	0	1	0
Massachusetts	0	2	0
Michigan	0	2	0
Minnesota	0	3	0
Mississippi	0	5	0
Missouri	0	2	0
Montana	0	1	0
Nebraska	0	1	0
Nevada	0	1	0
New Hampshire	0	1	0
New Jersey	0	2	0
New Mexico	0	1	0
New York	0	8	0
North Carolina	0	4	0
North Dakota	0	1	0
Ohio	0	5	0
Oklahoma	0	6	0
Oregon	0	4	0
Pennsylvania	0	4	0
Rhode Island	0	2	0
South Carolina	0	4	0
Tennessee	0	4	0
Texas	0	8	0
Vermont	0	1	0
Virginia	0	5	0
Washington	0	2	0
Wisconsin	0	2	0
<b>TOTALS</b>	<b>0</b>	<b>129</b>	<b>0</b>

A list of the names of all franchisees and their telephone numbers and addresses as of December 31, 2013 is attached as **Exhibit G**. A list of the name and last known home address and telephone number of every franchisee who has had their franchise agreement terminated, canceled, not renewed or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement for the period ending February 25, 2014 who has not communicated with us within 10 weeks of the date of issuance of this document is attached as **Exhibit H**.

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system. In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with HRI. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

HRI has established a Voice of Chem-Dry (VOC) Advisory Board consisting of ten franchisee representatives. Generally a new chairperson is elected each year in the Fall. The current chairperson of the VOC is Kati Buckland and can be reached c/o Harris Research, Inc., 124 12<sup>th</sup> Ave. South, Suite 300, Nashville, TN 37203, 800-841-6583 or by email VOC@chemdry.com.

#### **Item 21**

### **FINANCIAL STATEMENTS**

Attached to this disclosure document as **Exhibit I** are HRI's audited consolidated financial statements as of December 31, 2013, December 31, 2012, and January 30, 2012.

#### **Item 22**

### **CONTRACTS**

The Franchise Agreement is attached as **Exhibit B** to this disclosure document. The Equipment Agreement is attached as **Exhibit C** to this disclosure document. The Release Agreements are attached as **Exhibit D** to this disclosure document. The Software License Agreement is attached as **Exhibit F**. State addendums (where applicable) are attached as **Exhibit J**. The Aztec Contracts are attached as **Exhibit K**.



EXHIBIT A

Agents for Service of Process

## LIST OF STATE AGENCIES/AGENTS FOR SERVICE OF PROCESS

If a state is not listed, we have not appointed an agent for service of process in that state in connection with the requirements of the franchise laws. There may be states in addition to those listed below in which we have appointed an agent for service of process. There also may be additional agents appointed in some of the states listed.

- California: California Department of Corporations, Securities Regulation Division  
One Sansome Street, Suite 600, San Francisco, CA 94104, 1-866-ASK-CORP
- Delaware: Corporations Service Company,  
2711 Centerville Road, Suite 400, Wilmington, DE 19808;
- Hawaii: Commissioner of Securities  
Department of Commerce and Consumer Affairs  
Business Registration Division / Securities Compliance Branch  
335 Merchant St., Room 203  
Honolulu, HI 96813 (808) 586-2722
- Illinois: Illinois Attorney General Office, Franchise Division  
500 South 2nd St., Springfield, IL 62706
- Indiana: Secretary of State/Securities Division  
One North Capital, Suite 500, Indianapolis, IN 46204
- Maryland: State Regulatory Agency  
Office of the Attorney General, Division of Securities  
200 St. Paul Place, Baltimore, MD 21202-2020  
**Agent to receive process:** Maryland Securities Commissioner  
200 St. Paul Place, Baltimore, MD 21202-2020
- Michigan: State of Michigan, Dept. of the Attorney General, Consumer Protection Div.  
6520 Merchant Way, Suite 3, Lansing, MI 48910
- Minnesota: State of Minnesota, Dept. of Commerce/Office of the Comm.  
85 7th Pl. E, Suite 500, St. Paul, MN 55101
- New Jersey: Corporation Service Company  
830 Bear Tavern Road, West Trenton, NJ 08628
- New York: State of New York, Department of Law  
120 Broadway, New York, NY 10271
- North Dakota: North Dakota Securities Department, Securities Commissioner  
600 E. Boulevard Ave., State Capitol-5th Floor, Bismarck, ND 58505
- Ohio: CSC – Lawyers Incorporating Service (Corporation Service Company)  
50 West Broad Street, Suite 1800, Columbus, OH 43215
- Rhode Island: State of Rhode Island, Dept. of Business Regulations, Banking Division  
1511 Pontiac Ave., John O. Pastore Complex, Bldg. 69-1, Cranston, RI 02920
- South Dakota: State of South Dakota, Dept. of Labor and Regulation, Division of Securities  
445 E. Capitol Ave., Pierre, SD 57501

Tennessee: Corporation Service Company  
2908 Poston Avenue, Nashville, TN 37203

Utah: Corporation Service Company  
2180 South 1300 East, Suite 650, Salt Lake City, UT 84106

Virginia: Clerk of the State Corporation Commission  
1300 East Main Street, 1<sup>st</sup> Floor, Richmond, VA 23219  
(Registered agent authorized to receive process.)  
State Corporation Commission, Division of Securities and Retail Franchising  
1300 East Main St., 9<sup>th</sup> Floor, Richmond, VA 23219 (Franchise Administrator)  
Corporation Service Company  
Bank of America Center, 16<sup>th</sup> Floor, 1111 East Main Street, Richmond, VA 23219

Washington: State of Washington, Dept. of Financial Institutions  
General Administration Building, Securities Division  
150 Israel Rd. SW, Tumwater, WA 98501

Wisconsin: State of Wisconsin, Off. of the Commissioner of Securities  
111 W. Wilson St., Box 1768, Madison, WI 53701

All Other States: Harris Research, Inc.  
124 12<sup>th</sup> Ave. South, Suite 300, Nashville, TN 37203

EXHIBIT B

Franchise Agreement

**CHEM-DRY**  
**FRANCHISE AGREEMENT**

\_\_\_\_\_  
FRANCHISEE

\_\_\_\_\_  
FRANCHISEE

\_\_\_\_\_  
DATE OF AGREEMENT

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**CHEM-DRY  
FRANCHISE AGREEMENT**

**THIS FRANCHISE AGREEMENT** (the "Agreement") is made, entered into, and effective this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Effective Date") by and between HARRIS RESEARCH, INC., a Utah corporation, with its principal office at 124 12<sup>th</sup> Avenue South, Suite 300, Nashville, Tennessee 37203 ("HRI") and \_\_\_\_\_, whose principal address is \_\_\_\_\_ ("FRANCHISEE").

**1. PREAMBLES AND GRANT OF FRANCHISE**

**1.A. PREAMBLES**

HRI has designed and developed a system and franchise opportunity for the operation of businesses using specialized equipment and products to perform carpet and upholstery/drapery cleaning, tile and stone care, spot removal and protective services, as well as such other services which may be specified from time to time, under the "CHEM-DRY" name and other trademarks ("CHEM-DRY Businesses"). CHEM-DRY Businesses have distinctive formats, methods, procedures, designs, layouts, standards and specifications, all of which may be improved, further developed or otherwise modified from time to time. HRI owns all rights to, interest in and goodwill of, and uses, promotes and licenses certain trade names, trademarks, trade dress, service marks and other commercial symbols, including, but not limited to, the service mark, trademark and trade name "CHEM-DRY" (the "Marks"). HRI has also designed and developed, and owns all rights to, certain specialized equipment and products for use in CHEM-DRY Businesses.

HRI grants franchises to persons who are willing to undertake the investment and effort to own and operate a CHEM-DRY Business offering the services HRI authorizes and using HRI's business formats, methods, procedures, designs, layouts, standards, specifications and Marks, as such things may exist from time to time, (the "Franchise System").

FRANCHISEE acknowledges that he or she has read this Agreement and HRI's Franchise Disclosure Document and that he or she understands and accepts the terms, conditions and covenants contained in this Agreement as being reasonably necessary to maintain HRI's high standards of quality and service, as well as the uniformity of those standards at each CHEM-DRY Business and to protect and preserve the goodwill of the Marks. FRANCHISEE acknowledges that HRI has the right to restrict FRANCHISEE'S sources of goods and services, as provided in various sections in this Agreement. FRANCHISEE acknowledges that he or she has conducted an independent investigation of the business contemplated by this Agreement and recognizes that it involves business risks and that the success of the venture is largely dependent upon the business abilities of FRANCHISEE. FRANCHISEE acknowledges and agrees that HRI's officers, directors, employees and agents act only in a representative and not in a personal capacity in their dealings with FRANCHISEE. FRANCHISEE further acknowledges that he or she has not received or relied upon, any warranty or guaranty, express or implied, as to the potential revenues, profits or success of the franchise or policies made by HRI or its officers, directors, employees or agents that are contrary to the statements, if any, expressly made in HRI's Franchise Disclosure Document. FRANCHISEE further represents to HRI, as an inducement to its entry into this Agreement, that FRANCHISEE has made no misrepresentations in obtaining the franchise. FRANCHISEE further acknowledges that HRI has not made any representation, warranty, or other claim regarding the CHEM-DRY Business franchise opportunity, other than those made in this Agreement and HRI's Franchise Disclosure Document, and that FRANCHISEE has independently evaluated this opportunity, including by using business professionals and advisors, and has relied solely upon those evaluations in deciding to enter into this Agreement. FRANCHISEE further acknowledges that he or she has been afforded an opportunity to ask any questions he or she has and to review any materials of interest to FRANCHISEE concerning the CHEM-DRY Business franchise opportunity. Finally, FRANCHISEE acknowledges that he or she has been afforded an opportunity, and has been encouraged by HRI, to have this Agreement and all other agreements and materials HRI has given or made available to FRANCHISEE reviewed by an attorney or other professional advisor.

## **1.B. CORPORATION, LIMITED LIABILITY COMPANY, OR PARTNERSHIP**

If FRANCHISEE is at any time a corporation, limited liability company, or general or limited partnership (collectively, an "Entity"), FRANCHISEE agrees and represents that:

- (1) FRANCHISEE will have the authority to execute, deliver, and perform the obligations under this Agreement and all related agreements and is duly organized or formed and validly existing in good standing under the laws of the state of FRANCHISEE'S incorporation or formation;
- (2) FRANCHISEE'S organizational documents, operating agreement, or partnership agreement, as applicable, will recite that this Agreement restricts the issuance and transfer of any ownership interests in FRANCHISEE, and all certificates and other documents representing ownership interests in FRANCHISEE will bear a legend referring to this Agreement's restrictions;
- (3) **Exhibit A** to this Agreement completely and accurately describes all of FRANCHISEE'S owners and their interests in FRANCHISEE;
- (4) Each of FRANCHISEE'S owners during the term of this Agreement agree to execute a guaranty in the form HRI prescribes undertaking personally to be bound, jointly and severally, by all provisions of this Agreement and any ancillary agreements between FRANCHISEE and HRI. Subject to HRI's rights and FRANCHISEE'S obligations under Section 13, FRANCHISEE and its owners agree to sign and deliver to HRI from time to time revised Exhibit A to reflect any permitted changes in the information that **Exhibit A** now contains;
- (5) The BUSINESS (defined below) and other CHEM-DRY Businesses, if applicable, will be the only businesses FRANCHISEE operates (although, subject to the terms of this Agreement, FRANCHISEE'S owners may have other, non-competitive business interests).

## **1.C. GRANT OF FRANCHISE**

FRANCHISEE has applied for a franchise to own and operate a CHEM-DRY Business and such application has been approved by HRI in reliance upon all of the representations made therein. Subject to the provisions of this Agreement, HRI hereby grants to FRANCHISEE a non-exclusive franchise to use the Marks and the Franchise System (the "Franchise") to operate a CHEM-DRY Business (the "BUSINESS") in the area as defined in Paragraph 1 of **Exhibit A** attached hereto (the "Franchised Area") and to use the Marks in the operation thereof from the Effective Date of this Agreement for a term of five (5) years from the payment start date in Paragraph 2 of **Exhibit A**. In connection with the operation of the BUSINESS, FRANCHISEE must offer and perform carpet cleaning, upholstery cleaning, spot removal and protecting services, including removing red stains, treating pet urine odor on carpets and imparting stain resistance to carpet fibers as well as such other services which may from time to time be as specified and directed by HRI ("Approved Services"). FRANCHISEE also may, upon consent or request of HRI, offer and perform other services which may require certification by successful completion of additional training and/or purchase of additional equipment and cleaning solutions. HRI reserves the right to approve additional products and services from time to time in its sole discretion, and to require Franchisees to offer and perform such services to be certified by successful completion of an additional training and/or the purchase of additional equipment and cleaning solutions. Termination or expiration of this Agreement shall constitute a termination or expiration of the Franchise.

#### **1.D. FRANCHISED AREA**

The number of franchises which can operate and perform CHEM-DRY Businesses within the Franchised Area at any given time is determined by dividing the current population of the area by sixty thousand (60,000). The nearest whole number to the quotient (the "Maximum Number") is the maximum number of franchises that HRI may grant in the Franchised Area; provided, however, that, in addition, another franchisee or a third party designated by HRI may service national accounts in the Franchised Area if FRANCHISEE elects not to service a national account or if a national account elects not to do business with FRANCHISEE. The Franchised Area will be determined by HRI based on, among other things, population, population density, geographical terrain and market potential. Based on population changes, the Maximum Number may increase or decrease from time to time and may not remain constant; however the Maximum Number only affects HRI's ability to grant franchises and no franchise will be terminated solely as a result of a decrease in the Maximum Number.

FRANCHISEE agrees to operate and conduct business from a single location within the non-exclusive Franchised Area from which FRANCHISEE may operate as many crews, teams, sales forces and vans as necessary. In the event FRANCHISEE has multiple franchises, a separate cleaning crew must be available for each franchise to perform requested work within the Franchised Area for the approved services.

FRANCHISEE agrees to advertise and solicit business for the authorized services within the Franchised Area only. FRANCHISEE further agrees that FRANCHISEE will accept and perform only those jobs that are within the Franchised Area.

If FRANCHISEE accepts and performs a job outside of the Franchised Area, HRI will have the right to impose on FRANCHISEE a fine of Two Thousand Dollars (\$2,000) for each occurrence, or to terminate this Agreement.

FRANCHISEE agrees to, at all times, faithfully, honestly and diligently perform his or her obligations hereunder and to continuously exert best efforts to effectively promote and enhance the BUSINESS and develop and service customers within the Franchised Area.

#### **1.E. RIGHTS HRI RESERVES**

Except for the rights granted to FRANCHISEE under this Agreement, HRI retains all rights with respect to CHEM-DRY Businesses, the Marks, the sale of the same or similar products and services, and any other activities HRI deems appropriate whenever and wherever HRI desires including inside or outside the Franchised Area. Specifically, but without limitation, HRI reserves the right to:

- (1) subject to the foregoing limitations on the Maximum Number of franchises in the Franchised Area, grant franchises for any area, including inside or outside the Franchised Area, on any terms HRI deems appropriate;
- (2) develop, sell, manufacture or distribute, inside or outside the Franchised Area, whether in proximity to the BUSINESS or otherwise, any type of product or service identified by or associated with the Marks or other trademarks in any channel of distribution, including but not limited to telephone and mail order, television, electronic media (i.e., including the internet), catalogue sales, and/or through retail or similar establishments or outlets ;
- (3) develop, sell, manufacture or distribute inside or outside the Franchised Area, whether in proximity to the BUSINESS or otherwise, any type of product or service identified by trademarks or service marks other than the Marks in any channel of distribution including but not limited to telephone and mail order,

television, electronic media (i.e., including the internet), catalogue sales, and/or through retail or similar establishments or outlets; and

- (4) subject to the terms of this Agreement, conduct promotional programs and/or national accounts programs, involving, without limitation, the provision of services to customers inside or outside the Franchised Area.

## **1.F. MODIFICATION OF FRANCHISE SYSTEM**

Because complete and detailed uniformity under varying conditions might not be possible or practical, FRANCHISEE acknowledges that HRI specifically reserves the right and privilege, to vary System Standards (defined below) for any franchisee based upon the peculiarities of any condition that HRI considers important to that franchisee's successful operation. FRANCHISEE has no right to require HRI to grant FRANCHISEE a similar variation or accommodation. Furthermore, FRANCHISEE acknowledges and agrees that HRI may from time to time hereafter add to, subtract from, modify or otherwise change the Franchise System, including, without limitation, the adoption and use of new or modified certification marks, trademarks or trade names, new fixtures, equipment and signs, new products or services and new techniques in connection therewith, and FRANCHISEE agrees, at its own cost, to promptly accept, implement, use and display all such alterations, modifications and changes.

## **2. BUSINESS DEVELOPMENT**

### **2.A. BUSINESS DEVELOPMENT**

FRANCHISEE agrees to do the following, at its own expense, to develop the BUSINESS:

- (1) secure all financing required to develop and operate the BUSINESS;
- (2) obtain all required permits and licenses necessary to operate the BUSINESS, and comply with all applicable laws relating to the operation of the BUSINESS;
- (3) purchase or lease, and install, all required equipment, supplies, products, vehicles (including at least one (1) white cargo van) and signs (collectively, "Operating Assets") for the BUSINESS; and
- (4) complete all required training, as more fully described in Section 3 below.

### **2.B. VANS**

FRANCHISEE agrees to purchase or lease one (1) or more white cargo van(s) suitable for the purpose of transporting various equipment, supplies and materials needed to operate the BUSINESS and which otherwise meets HRI's specifications. The van(s) must be used for all cleaning jobs.

FRANCHISEE agrees: (1) to maintain the condition and appearance of his or her van(s) according to the standards imposed by HRI from time to time and to maintain the condition of the equipment consistent with the image of a CHEM-DRY Business as a professionally operated service business; (2) that the van(s) shall not be used for any purpose other than the operation of the BUSINESS as described herein; (3) not to sell or otherwise transfer any of the van(s) without first removing any and all signs, emblems, lettering and logos indicating an association with CHEM-DRY Businesses, and/or other Marks, from the van(s).

### **2.C. COMPUTER SYSTEM**

HRI may designate computer hardware, software/applications and related equipment required for use by CHEM-DRY Businesses (the "Computer System"). HRI may modify the specifications and

components of the Computer System from time to time. Upon HRI's request, FRANCHISEE agrees to purchase and install the Computer System, including any upgrades or replacements HRI specifies.

FRANCHISEE also agrees to pay initial and ongoing fees to HRI or its designee for licensing, maintenance and support of any proprietary computer software/applications HRI or its designee provides as a part of the Computer System and that such software/applications may include, among other things, a credit card or other payment processing function requiring FRANCHISEE to process all credit card and other payment transactions through this component of the Computer System.

Franchisee agrees to execute and comply with the terms of the Software License Agreement for use in conjunction with the Computer System and acknowledges that any breach of the Software License Agreement will be deemed to be a material breach of this Agreement and any other franchise agreement FRANCHISEE may have with HRI or its affiliates.

## **2.D. BUSINESS OPENING**

FRANCHISEE agrees not to open the BUSINESS until:

- (1) FRANCHISEE satisfactorily completes HRI's initial training;
- (2) FRANCHISEE pays the initial franchise fee and other amounts then due to HRI; and
- (3) FRANCHISEE gives HRI certificates for all required insurance policies.

Subject to FRANCHISEE'S compliance with these conditions, FRANCHISEE agrees to commence operation of the BUSINESS no later than ninety (90) days after the effective date of this Agreement.

## **3. TRAINING AND GUIDANCE**

### **3.A. INITIAL TRAINING**

Unless you are an existing franchisee, HRI shall furnish a training program on the operation of a CHEM-DRY Business which the FRANCHISEE is required to complete to HRI's satisfaction prior to FRANCHISEE'S commencement of BUSINESS operations. HRI agrees to provide FRANCHISEE with initial training on how to (1) mix and apply cleaning solutions, use equipment in cleaning the work product and performing the services required for a CHEM-DRY business under normal working conditions; (2) compute estimates; (3) solicit and maintain business; and (4) replace inventory and otherwise enter into and conduct a CHEM-DRY Business. If FRANCHISEE purchases a new franchise from HRI, FRANCHISEE will be required to attend a training session at HRI corporate headquarters in Nashville Tennessee, Logan, Utah, or another designated location at HRI's sole discretion, prior to the Effective Date. If FRANCHISEE is a transferee, FRANCHISEE must complete the initial training within ninety (90) days of FRANCHISEE'S execution of this Agreement by attending a training session at or near HRI's corporate headquarters in Nashville, Tennessee or Logan, Utah at such time as HRI designates.

FRANCHISEE is responsible for all travel expenses and living expenses which are incurred in connection with the training program. If HRI determines, in its sole discretion, that FRANCHISEE failed to satisfactorily complete the training program, HRI shall have the right to require that FRANCHISEE attend the next initial training program at FRANCHISEE'S expense (including all travel and living expenses incurred), or that FRANCHISEE view HRI's web-based training or other media and pass the accompanying workbook test(s). If FRANCHISEE'S performance in the additional training program is unsatisfactory, HRI shall have the right to terminate this Agreement effective immediately upon delivery of notice of termination to FRANCHISEE.

### **3.B. ONGOING TRAINING**

FRANCHISEE is required to complete at least one (1) in-person training course per year and the online training for each authorized service the BUSINESS offers. The initial training will fulfill the training requirement for the calendar year in which this Agreement is dated. In subsequent calendar years, the ongoing training can be completed by: (1) attending an annual convention; (2) attending one of HRI's authorized mini-seminars, which are generally offered throughout the United States; or (3) attending a training session held in Nashville, Tennessee or Logan, Utah; and completing such online or other electronic training modules or seminars as offered or required by HRI. HRI may charge reasonable registration or similar fees for the training programs and/or to provide FRANCHISEE with the training materials necessary to fulfill FRANCHISEE's annual training obligations. FRANCHISEE is responsible for all travel and living expenses incurred in connection with FRANCHISEE'S or FRANCHISEE'S employees attending such courses. FRANCHISEE understands and agrees that any specific ongoing training or advice HRI provides does not create an obligation (whether by course or dealing or otherwise) to continue to provide such specific training or advice, all of which HRI may discontinue and/or modify from time to time. If FRANCHISEE fails to fulfill any portion of the annual training requirements, HRI shall have the right to impose on FRANCHISEE a fine of up to \$500.

FRANCHISEE agrees to attend at least one annual convention within the first three years of the term of this Agreement. If FRANCHISEE fails to attend an annual convention as required by this Agreement HRI shall have the right to impose on FRANCHISEE a fine of up to \$500.

### **3.C. GUIDANCE AND MANUAL**

HRI shall furnish to FRANCHISEE guidance in the form and substance determined necessary by HRI in connection with the operation of his or her BUSINESS. In the sole discretion of HRI, it shall furnish such guidance in the form of HRI's training manual (which may consist of one or more separate manuals) for the operation of a CHEM-DRY Business (the "Manual"), newsletters or other written materials, electronic media, telephonic conversations and/or consultation at the offices of HRI or FRANCHISEE. Additional guidance and assistance shall be available, in the sole discretion of HRI, at per diem fees and charges established from time to time by HRI. New ideas or inventions when made or obtained by HRI will be made available to franchisees at HRI's sole discretion.

During the term of the Franchise, HRI will provide FRANCHISEE with access to the Manual, which could include DVDs, computer software and other applications, access to web-based training, other electronic media, and/or written materials. The Manual contains mandatory and suggested specifications, standards, operating procedures and rules ("System Standards") prescribed from time to time by HRI for the operation of a CHEM-DRY Business and information relative to other obligations of FRANCHISEE hereunder. HRI shall have the right to add to and to otherwise modify the Manual from time to time to reflect changes in System Standards, provided that no such addition or modification shall alter FRANCHISEE'S fundamental status and rights under this Agreement. FRANCHISEE shall keep the Manual current. In the event of a dispute over the contents of the Manual, the master copy maintained by HRI at its principal office, shall be controlling. FRANCHISEE agrees that the Manual's contents are confidential and agrees not disclose the Manual at any time to any person other than employees of the BUSINESS who need to know its contents. FRANCHISEE may not, at any time, copy, duplicate, record, or otherwise reproduce any part of the Manual. If FRANCHISEE loses the Manual or the Manual is damaged or destroyed, FRANCHISEE shall obtain a replacement copy at HRI's then applicable charge.

At HRI's option, HRI may post some or all of the Manual on a restricted Website or intranet to which FRANCHISEE will have access. (For purposes of this Agreement, "Website" means an interactive electronic document contained in a network of computers linked by communications software, including, without limitation, the Internet and World Wide Web home pages). If HRI does so, FRANCHISEE agrees to monitor and access the Website or intranet for any updates to the Manual or System Standards. Any passwords or other digital identifications necessary to access the Manual on a Website or intranet will be deemed to be part of Confidential Information (defined in Section 5 below).

#### **4. MARKS**

##### **4.A. OWNERSHIP AND GOODWILL OF MARKS**

FRANCHISEE acknowledges the right to use the Marks is derived solely from this Agreement and is limited to the conduct of the BUSINESS pursuant to and in compliance with this Agreement and all System Standards as prescribed by HRI from time to time. Any unauthorized use of the Marks by FRANCHISEE shall constitute an infringement of the rights of HRI in and to the Marks. FRANCHISEE agrees that all usage of the Marks by FRANCHISEE and any goodwill established thereby shall inure to the exclusive benefit of HRI. FRANCHISEE acknowledges that this Agreement does not confer any goodwill or other interests in the Marks upon FRANCHISEE (other than the right to operate the BUSINESS under this Agreement). All provisions of this Agreement applicable to the Marks shall apply to any additional proprietary trade and service marks and commercial symbols HRI hereafter authorizes for use by FRANCHISEE. FRANCHISEE may not at any time during or after the term of this Agreement, contest or assist any other person in contesting the validity, or HRI's ownership of, the Marks.

##### **4.B. LIMITATIONS ON FRANCHISEE'S USE OF MARKS**

FRANCHISEE agrees to use the Marks as the sole identification for the BUSINESS, except that FRANCHISEE shall always be identified as the independent owner and operator thereof in the form and manner prescribed by HRI. FRANCHISEE shall not use any Mark (1) as part of any corporate or legal business name, (2) with any prefix, suffix or other modifying words, terms, designs or symbols (other than logos licensed to FRANCHISEE hereunder), (3) in selling any unauthorized services or products, (4) as part of any domain name, homepage, electronic address, or otherwise in connection with a website or email, except as outlined in the Advertising Rules & Guidelines, or (5) in any other manner not expressly authorized in writing by HRI. FRANCHISEE may not use the Marks in advertising the transfer, sale, or other disposition of the BUSINESS or an ownership interest in FRANCHISEE without HRI's prior written consent, which it will not unreasonably withhold. FRANCHISEE agrees to prominently display the Marks (and only the Marks) on each van used by FRANCHISEE in connection with the operation of the BUSINESS, and on contracts, forms, equipment, uniforms and other materials authorized by HRI. FRANCHISEE further agrees that FRANCHISEE'S telephone number shall be used exclusively for the operation of the BUSINESS and for no other purpose. Promotion of the BUSINESS by use of the internet must adhere to the then current Advertising Rules & Guidelines. FRANCHISEE agrees to give such notices of trade and service mark registrations as HRI specifies and to obtain such fictitious or assumed name registrations as may be required under applicable law.

##### **4.C. NOTIFICATION OF INFRINGEMENTS AND CLAIMS**

FRANCHISEE shall notify HRI immediately of any apparent infringement or challenge to FRANCHISEE'S use of any Mark, or of any person's claim of any rights in any Mark, and not to communicate with any person other than HRI, HRI's attorneys, and FRANCHISEE'S attorneys, regarding any infringement, challenge or claim. HRI may take the action it deems appropriate (including no action) and control exclusively any litigation, U.S. Patent and Trademark office proceeding, or other administrative proceeding arising from any infringement, challenge, or claim or otherwise concerning any Mark. FRANCHISEE shall sign any documents and take any other reasonable action that, in the opinion of HRI's attorneys, are necessary or advisable to protect and maintain HRI's interest in any litigation or Patent and Trademark Office or other proceeding or otherwise to protect and maintain its interests in the Marks. HRI will reimburse FRANCHISEE for his or her costs of taking any action HRI has asked FRANCHISEE to take.

##### **4.D. DISCONTINUANCE OF USE OF MARKS**

FRANCHISEE agrees to comply with HRI's directions to modify or otherwise discontinue the use of any Mark at FRANCHISEE's own expense. Under no circumstance will HRI be obligated to reimburse FRANCHISEE for any loss of revenue or goodwill associated with any modified or discontinued Marks or

for any expenditures made by FRANCHISEE to promote a modified or substitute trademark or service mark.

## **5. CONFIDENTIAL INFORMATION**

HRI possesses (and will continue to develop and acquire) certain confidential information relating to, without limitation, the methods, techniques, formats, specifications, procedures, information, systems, sales and marketing techniques and knowledge of and experience in the development, operation and franchising of CHEM-DRY Businesses (the "Confidential Information"). HRI will disclose the Confidential Information to FRANCHISEE in the training program, the Manual and/or in guidance furnished to FRANCHISEE. FRANCHISEE acknowledges that the Confidential Information is proprietary and/or involves trade secrets of HRI and that FRANCHISEE will not acquire any interest in the Confidential Information, other than the right to utilize it as HRI specifies in the operation of the BUSINESS during the term of this Agreement. FRANCHISEE acknowledges and agrees that the Confidential Information is disclosed to FRANCHISEE only on the condition that FRANCHISEE agrees, and FRANCHISEE in fact does agree, that FRANCHISEE:

- (a) will not use Confidential Information in any other business or capacity;
- (b) will keep each item deemed to be part of Confidential Information absolutely confidential, both during and after this Agreement's term;
- (c) will not make unauthorized copies of any Confidential Information disclosed via electronic medium or in written or other tangible form; and
- (d) will require each employee of the BUSINESS, at the time of employment, to sign a confidentiality agreement agreeing to maintain the confidentiality of the Confidential Information. HRI has the right to regulate the form of agreements that FRANCHISEE uses.

FRANCHISEE agrees that the list of FRANCHISEE's current customers, former customers and those who have inquired about the services provided by the BUSINESS (the "Customer List") shall be included in the Confidential Information, shall be the property of HRI and shall constitute a trade secret of HRI. FRANCHISEE agrees that it does not own the Customer List and that it will not disclose the Customer List, or any portion thereof, to any person or entity other than HRI or its designee, either during the term of this Agreement or thereafter.

Confidential Information does not include information, knowledge, or know-how which FRANCHISEE can demonstrate lawfully came to FRANCHISEE'S attention before HRI provided it to FRANCHISEE directly or indirectly; which, at the time HRI disclosed it to FRANCHISEE, already had lawfully become generally known in the industry through publication or communication by others (without violating an obligation to HRI); or which, after HRI discloses it to FRANCHISEE, lawfully becomes generally known in the industry through publication or communication by others (without violating an obligation to HRI). However, if HRI includes any matter in Confidential Information, anyone who claims that it is not Confidential Information must prove that one of the exclusions provided in this paragraph is fulfilled.

All ideas, concepts, techniques, or materials relating to a CHEM-DRY Business, whether or not protectable intellectual property and whether created by or for FRANCHISEE or FRANCHISEE'S owners or employees, must be promptly disclosed to HRI and will be deemed to be HRI's sole and exclusive property, part of the Franchise System, and works made-for-hire for HRI. To the extent that any item does not qualify as a "work made-for-hire" for HRI, by this paragraph FRANCHISEE hereby assigns ownership of that item, and all related rights to that item, to HRI and agrees to take whatever action (including signing assignment or other documents) HRI requests to evidence HRI's ownership or to help HRI obtain intellectual property rights in the item.



## **6. EXCLUSIVE RELATIONSHIP**

FRANCHISEE acknowledges and agrees that HRI would be unable to protect the Confidential Information against unauthorized use or disclosure if franchisees of CHEM-DRY Businesses were permitted to hold interests or otherwise participate in or promote any Competitive Business (as defined below). FRANCHISEE therefore agrees that during the term of this Agreement, neither FRANCHISEE, nor any shareholder, officer, or director of FRANCHISEE if a corporation, any partner of FRANCHISEE if FRANCHISEE is a partnership, nor any guarantor, and any of their respective spouses and children shall:

- (a) have any direct or indirect controlling or non-controlling interest as an owner – whether of record, beneficially, or otherwise – in a Competitive Business – wherever located or operating (except that equity ownership of less than two percent (2%) of a Competitive Business whose shares or other forms of ownership interest are publicly traded on a recognized United States stock exchange will not be deemed to violate this subparagraph);
- (b) perform services as a director, officer, manager, employee, consultant, representative, or agent for a Competitive Business, wherever located or operating;
- (c) divert or attempt to divert any actual or potential business or customer of the BUSINESS to a Competitive Business or any other business; or
- (d) engage in any other activity which might injure the goodwill of the Marks and Franchise System.

The term “Competitive Business” as used in this Agreement shall mean any business which provides or sells, or grants franchises or licenses to others to provide or sell, carpet or upholstery/drapery cleaning services or products, tile and stone care services or products, spot removal or protective services or products, Approved Services, or any related or ancillary services or products.

## **7. RELATIONSHIP OF THE PARTIES/INDEMNIFICATION**

It is understood and agreed by the parties hereto that this Agreement does not create a fiduciary relationship between them, that HRI and FRANCHISEE shall be independent contractors and that nothing in this Agreement is intended to make either party a general or special agent, joint venturer, partner or employee of the other for any purpose. Moreover, nothing in this Agreement shall be construed to make HRI liable in any way for the actions of any other Chem-Dry franchisees. FRANCHISEE shall conspicuously be identified in a form of notice required by HRI in all dealings with customers, suppliers, public officials and others as the owner of the Business under a franchise with HRI and shall place such other notices of independent ownership on such forms and other materials as HRI may require from time to time. FRANCHISEE shall hire all employees of the CHEM-DRY Business, and will be exclusively responsible for the terms of their employment, compensation and proper training; however, FRANCHISEE shall not hire, retain or utilize any independent contractors to perform services for customers. FRANCHISEE shall have no right to offer or sell any subfranchises, sublicenses or other form of delegation of rights under this Agreement.

FRANCHISEE shall not employ any of the Marks in signing any contract or applying for any license or permit or in a manner that may result in HRI's liability for any of FRANCHISEE'S indebtedness or obligations, nor may FRANCHISEE use the Marks in any way not expressly authorized by HRI. Except as expressly authorized by this Agreement, FRANCHISEE shall make no express or implied agreements, warranties, guarantees or representations, or incur any debt, in the name of or on behalf of HRI and HRI shall not be obligated by or be liable under any agreements or representations made by FRANCHISEE that are not expressly authorized hereunder. Furthermore, HRI will not be obligated for any damages to any person or property directly or indirectly arising out of the operation of the BUSINESS. HRI shall have no liability for any sales, use, occupation, excise, gross receipts, income, property or other taxes, whether levied upon FRANCHISEE or the BUSINESS in connection with the business conducted by

FRANCHISEE. FRANCHISEE is responsible for paying all applicable taxes and must indemnify and reimburse HRI for any taxes that HRI must pay to any taxing authority or account of either FRANCHISEE'S operation or the payments made to HRI.

FRANCHISEE agrees to indemnify, defend, and hold harmless HRI, its affiliates, and HRI's and their respective shareholders, directors, officers, employees, agents, successors, and assignees (the "Indemnified Parties") against, and to reimburse any one or more of the Indemnified Parties for, all claims, obligations, and damages directly or indirectly arising out of the BUSINESS'S operation, the business FRANCHISEE conducts under this Agreement, or FRANCHISEE's breach of this Agreement, including, without limitation, those alleged to be or found to have been caused by the Indemnified Party's negligence, unless (and then only to the extent that) the claims, obligations, or damages are determined to be caused solely by HRI's gross negligence or willful misconduct in a final, unappealable ruling issued by a court or arbitrator with competent jurisdiction.

For purposes of this indemnification, "claims" include all obligations, damages (actual, consequential, or otherwise), and costs that any Indemnified Party reasonably incurs in defending any claim against it, including, without limitation, reasonable accountants', arbitrators', attorneys', and expert witness fees, costs of investigation and proof of facts, court costs, interest, travel and living expenses, and other expenses of litigation, arbitration, or alternative dispute resolution, regardless of whether litigation, arbitration, or alternative dispute resolution is commenced. Each Indemnified Party may defend any claim against it at FRANCHISEE'S expense and agree to settlements or take any other remedial, corrective, or other actions.

This indemnity will continue in full force and effect subsequent to and notwithstanding this Agreement's expiration or termination.

## **8. FEES**

In consideration of the license granted in this Agreement, FRANCHISEE agrees to pay to HRI the following fees:

### **8.A. INITIAL FEE**

FRANCHISEE agrees to pay HRI the Initial License Fee and the New Business Set and Equipment Package as set forth in Paragraph 2 of **Exhibit A** (collectively the "Initial Fee"). Upon execution of this Agreement by HRI, the Initial Fee shall be deemed fully earned and non-refundable.

### **8.B. MONTHLY FRANCHISE FEE**

FRANCHISEE agrees to pay HRI a continuing, nonrefundable monthly franchise fee in the amount set forth in Paragraph 3 of **Exhibit A** for a license to operate the BUSINESS (the "Monthly Franchise Fee").

### **8.C. INTEREST ON LATE PAYMENTS**

All amounts due by FRANCHISEE to HRI or its affiliates shall bear interest after their due date at the highest applicable legal rate for open account business credit in the state of FRANCHISEE's domicile, not to exceed one and one-half percent (1.5%) per month. FRANCHISEE acknowledges that this Section shall not constitute HRI's agreement to accept such payments after same are due or a commitment by HRI to extend credit to, or otherwise finance the BUSINESS.

### **8.D. PAYMENTS**

Notwithstanding any designation by FRANCHISEE, HRI shall have sole discretion to apply any payments by FRANCHISEE to any past due indebtedness for fees, purchases from HRI or its affiliates,

interest or any other indebtedness. HRI also reserves the right to offset against any sums payable to FRANCHISEE hereunder any unpaid debts owed by FRANCHISEE to HRI. FRANCHISEE covenants and agrees to cooperate fully and comply with any system implemented by HRI for the electronic or other transfer of funds directly from the bank account of FRANCHISEE to the bank account of HRI, including the execution of any pre-authorized payment forms required by the FRANCHISEE'S bankers.

## **9. FRANCHISE IMAGE AND OPERATING PROCEDURES**

### **9.A. EQUIPMENT, PRODUCTS AND SERVICES**

FRANCHISEE agrees to use only such Operating Assets and other equipment, cleaning solutions, supplies, promotional materials and business services which have either been approved by HRI or purchased from HRI, its affiliates or other sources, approved or designated by HRI from time to time. FRANCHISEE agrees to purchase all cleaning solutions only from HRI or its affiliates or approved or designated suppliers at the then current list price, plus applicable taxes, and to pay for all purchases no later than thirty (30) days from the invoice date. FRANCHISEE is required to purchase a minimum of \$3,000.00 (increased not more than once each calendar year to reflect increases in the Consumer Price Index) of cleaning solution from HRI or its affiliates each calendar year ("Minimum Purchase Amount"). FRANCHISEE may be required to purchase additional amounts of certain products (including a designated mix of product) to meet the product minimums as outlined in the Operational Standards & Quality Control Guidelines. FRANCHISEE may purchase other equipment, product or supply items from HRI at the then current list price, plus applicable taxes, and to pay for all purchases no later than thirty (30) days from the invoice date. HRI may approve only a limited number of sources or a single source (which may include HRI or its affiliates) for certain Operating Assets, or other equipment, supply items, promotional materials and business services (such as credit card processing).

If FRANCHISEE: (1) uses any cleaning process or equipment not approved by HRI, which includes improper mixing or application; or (2) possesses or uses cleaning solutions not obtained from HRI in the operation of the BUSINESS, HRI shall have the right to impose on FRANCHISEE a fine of up to \$2,500 or to terminate this Agreement.

FRANCHISEE shall install or have installed a business telephone no later than the Commencement Date of the BUSINESS. FRANCHISEE agrees to maintain and answer such telephone with the full approved business name during regular business hours (minimum of 8:00 a.m. - 5:00 p.m., Monday through Friday) and to utilize a specified Voice Mail/Answering Machine system to capture customer calls after hours.

### **9.B. AUTHORIZED PRODUCTS AND SERVICES**

The reputation and goodwill of HRI and the Franchise System is based upon, and can be maintained and enhanced only by furnishing high quality carpet and upholstery/drapery cleaning, spot removal and protecting services and other related products and services. FRANCHISEE agrees, therefore, to only offer such cleaning, spot removal and protecting products and services that HRI shall authorize from time to time for the BUSINESS. FRANCHISEE further agrees not to sell the Customer List(s) or customer contracts, or otherwise use the Customer List(s) for any purpose other than in connection with the operation of the BUSINESS. FRANCHISEE agrees not to, without the prior written approval by HRI, offer or sell any type of service or offer, sell or use any product that is not authorized by HRI for the CHEM-DRY Business. FRANCHISEE will not resell any type of cleaning solutions without the express written approval of HRI. FRANCHISEE further agrees that the equipment used in CHEM-DRY Businesses shall not be used for any purpose other than the operation of the BUSINESS in compliance with this Agreement and in the manner in which it was intended and according to operating procedures as outlined in the Manual.

### **9.C. COMPLIANCE WITH LAWS AND GOOD BUSINESS PRACTICES**

FRANCHISEE shall secure and maintain in force in its name all required licenses, permits and certificates relating to the operation of the BUSINESS. FRANCHISEE shall operate the BUSINESS in full compliance with all applicable laws, ordinances and regulations, including without limitation all government regulations relating to environmental protection, occupational hazards and health, worker's compensation insurance, unemployment insurance, terrorist activities, and withholding and payment of federal and state income taxes, social security taxes and sales and service taxes.

The BUSINESS shall, in all dealings with customers, suppliers, HRI and the public, adhere to the highest standards of honesty, integrity, fair dealing and ethical conduct, including but not limited to, performing approved services pursuant to the BUSINESS within a reasonable amount of time from a customer's request. FRANCHISEE shall address all customer complaints in a timely manner and work diligently to resolve issues concerning the services provided pursuant to this Agreement. In the event HRI becomes involved in the resolution of a customer complaint, FRANCHISEE agrees to cooperate fully in the investigation of the complaint and that any resolution resulting from HRI's investigation including any discounts or refunds to the customer HRI may deem, in its sole discretion, as necessary under the circumstances, are binding upon FRANCHISEE.

FRANCHISEE agrees to refrain from any business or advertising practice which may be injurious to the business of HRI and the goodwill associated with the Marks and other CHEM-DRY Businesses. FRANCHISEE shall notify HRI in writing within five (5) days of the commencement of any action, suit or proceeding, and of the issuance of any order, writ, injunction, award or decree in any court, agency or other governmental instrumentality, which may adversely affect FRANCHISEE'S operation or financial condition or that of the BUSINESS and of any notice of violation of any law, ordinance, or regulation relating to the BUSINESS.

FRANCHISEE acknowledges and agrees that to comply with all federal, state, and international privacy legislation and any Payment Card Industry Data Security Standards applicable to credit card data or related information.

### **9.D. MANAGEMENT OF THE BUSINESS**

The BUSINESS shall at all times be under FRANCHISEE'S direct supervision, although FRANCHISEE is not required to be engaged in the BUSINESS'S day-to-day operations. FRANCHISEE may designate a particular individual to be the operator of the BUSINESS. In this case, the operator must satisfactorily complete the initial training described in Section 3.A. of this Agreement. FRANCHISEE and its owners agree that they will continuously exert their full time and best efforts to promote and enhance the BUSINESS.

### **9.E. INSURANCE**

FRANCHISEE shall at all times during the term of this Agreement maintain in force, at its sole expense, comprehensive public, product and motor vehicle liability insurance against claims for bodily and personal injury, death and property damage caused by or occurring in conjunction with the operation of the BUSINESS. Such insurance coverage shall be maintained under one or more policies of insurance containing minimum liability protection in such amounts as are specified by HRI from time to time and issued by insurance carriers acceptable to HRI. The insurance coverage for the BUSINESS must also state that the work product is covered and that there is no "workmanship" or "care, custody, and control" exclusion. All liability insurance policies required hereunder shall name HRI and any affiliates (and their officers, directors, employees, agents and affiliates and subsidiaries) as additional insureds and shall provide that HRI receives thirty (30) days prior written notice of termination, expiration or cancellation of any such policy. Upon sixty (60) days prior written notice to FRANCHISEE, HRI may increase the minimum liability protection requirements and require different or additional kinds of insurance at any time, to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage

awards, product or motor vehicle liability litigation or other relevant changes in circumstances. FRANCHISEE shall furnish annually to HRI a copy of the certificate.

#### **9.F. PRICING**

To the extent permitted by applicable law, HRI reserves the right to specify in writing a retail price and/or to establish in writing minimum and/or maximum prices for the products and services FRANCHISEE sells. FRANCHISEE shall sell any products and services at the specified retail price or, if applicable, in accordance with the minimum and/or maximum retail prices established by HRI from time to time. Where no retail price or maximum or minimum prices has been specified or established by HRI with respect to a particular product or service that FRANCHISEE offers, FRANCHISEE may sell such applicable product or service at any reasonable price it chooses. FRANCHISEE acknowledges and agrees that the specified retail price and maximum and minimum prices for products and services FRANCHISEE and other franchisees sell may vary from region to region to the extent necessary in order to reflect differences in costs and other factors applicable to such regions.

In addition, FRANCHISEE must honor any coupons, gift certificates or other authorized promotional offers and participate in all national promotions and programs required by HRI from time to time at FRANCHISEE'S sole cost.

#### **9.G. COMPLIANCE WITH SYSTEM STANDARDS**

FRANCHISEE acknowledges and agrees that operating and maintaining the BUSINESS according to System Standards is essential to preserve the goodwill of the Marks and all CHEM-DRY Businesses. Therefore, FRANCHISEE agrees at all times to operate and maintain the BUSINESS according to all of HRI's System Standards, as HRI periodically modifies and supplements them. Although HRI retains the right to establish and periodically modify System Standards that FRANCHISEE has agreed to maintain, FRANCHISEE retains the right to and responsibility for the day-to-day management and operation of the BUSINESS and implementing and maintaining System Standards at the BUSINESS.

FRANCHISEE agrees that System Standards HRI prescribes, or otherwise communicate to FRANCHISEE in writing or another tangible form (for example, via Franchise System extranet or Website), are part of this Agreement as if fully set forth within its text. All references to this Agreement include all System Standards as periodically modified.

#### **9.H. MODIFICATION OF SYSTEM STANDARDS**

HRI periodically may modify System Standards, which may accommodate international, national, regional or local variations, and these modifications may obligate FRANCHISEE to invest additional capital in the BUSINESS and/or incur higher operating costs. FRANCHISEE agrees to implement any changes in System Standards within the time period HRI requests, whether they involve buying new Operating Assets, adding new Products or Services, or otherwise modifying the nature of FRANCHISEE operations, as if they were part of this Agreement as of the Commencement date of this Agreement.

#### **9.I. N-HANCE REFERRALS**

FRANCHISEE acknowledges that HRI's affiliate, NHance, Inc. (NHI), grants franchises for businesses that operate under the name "N-HANCE®" and offer wood cleaning, coating, protection and other wood care and renewal products and services for wood flooring, cabinetry, trim and other wood furnishings ("N-Hance Services"), and that nothing in this Agreement or otherwise shall prevent N-Hance Services to be provided by NHI or others, without compensation to FRANCHISEE, inside the Franchised Area. FRANCHISEE acknowledges that the N-Hance Services are complimentary to the Approved Services and that FRANCHISEE's customers and potential customers may also desire to obtain N-Hance Services. FRANCHISEE further acknowledges that the referral of business between N-Hance

franchisees and Chem-Dry franchisees would be mutually beneficial. Therefore, FRANCHISEE agrees to notify HRI or NHI of any potential users of N-Hance Services known by FRANCHISEE in accordance with terms, conditions, and procedures for such referrals established by HRI from time to time in the Manual. HRI and NHI agree to encourage N-Hance franchisees to make similar referrals for potential users of Approved Services.

## **10. MARKETING AND PROMOTION**

FRANCHISEE agrees to list the BUSINESS in the principal regular (white pages) and telephone directories distributed within the BUSINESS' Franchised Area, and in such telephone or internet directory categories as are specified by HRI.

In order to obtain maximum results from promotional materials and to maintain the integrity of the Marks, FRANCHISEE shall not use promotional materials of any kind that have not been supplied by HRI or an approved vendor.

FRANCHISEE is expected to spend annually at least ten percent (10%) of the BUSINESS'S gross revenue to advertise and promote the BUSINESS (this may include the costs of telephone directory advertising). In addition, FRANCHISEE must mail reminder postcards/mailings to its customer data base at least four (4) times per year. HRI reserves the right to audit FRANCHISEE'S advertising expenditures at any time upon its request.

HRI may require participation in international, national, regional and other marketing promotions. This includes, without limitation, promotional programs and/or national account programs. FRANCHISEE, may, for good cause as determined by HRI, request permission from HRI not to perform services for any one or more of the national accounts ("national accounts" includes any account which contracts with HRI for services in more than one franchised area and referrals from The Home Depot or other parties) located in the Franchised Area. In addition, a national account may elect not to do business with FRANCHISEE. In either event, FRANCHISEE agrees that HRI, another franchisee or a third party designated by HRI may provide services for the national account in the Franchised Area. Neither HRI nor any other franchisee will be liable or obligated to pay FRANCHISEE any compensation for doing so and neither HRI nor any franchisee will be considered in breach of any provision of this Agreement or any other agreement between HRI and FRANCHISEE. If any multi-location account requests that FRANCHISEE perform services outside of the Franchised Area, FRANCHISEE must refer such business to HRI or its designees. In order to receive referrals from The Home Depot or other parties, FRANCHISEE will be required to obtain additional certification.

FRANCHISEE'S local advertising and promotion must follow HRI's guidelines. FRANCHISEE agrees that all advertising, promotion, and marketing will be completely clear, factual, and not misleading and conform to both the highest standards of ethical advertising and marketing and the advertising and marketing policies that HRI prescribes from time to time. FRANCHISEE must follow HRI standards and specifications regarding use of social media in any way that references the Marks or involves the franchise. "Social media" includes personal blogs, common social networks like Facebook and Myspace, professional networks like LinkedIn, live-blogging tools like Twitter, virtual worlds, file, audio and video-sharing sites, and other similar social networking or media sites or tools. HRI's approval of FRANCHISEE'S separate website is conditioned on HRI's ownership of the URL for the separate website and FRANCHISEE'S compliance with the Advertising Rules & Guidelines. In the event that FRANCHISEE uses any advertising or promotional materials which are not in compliance with HRI's guidelines, HRI may: (a) charge FRANCHISEE a fine of Two Thousand Dollars (\$2,000); or (b) terminate this Agreement.

## **11. RECORDS AND REPORTING**

### **11.A. ACCOUNTING AND RECORDS**

FRANCHISEE agrees, at its own expense, to maintain and preserve, in a secure location at the BUSINESS, for five (5) years from the date of their preparation, or such greater period as may be required by the Manual or applicable law, full, complete and accurate books, records and accounts including, without limitation copies of all customer contracts and the Customer List, employee records, sales, invoices, cash receipts, service records, purchase records, accounts payable, cash disbursement records, inventory records, general ledgers, itemized bank deposit slips and bank statements, copies of sales tax returns, and copies of FRANCHISEE'S state and federal income tax returns. These records must be maintained in the English language. HRI may require FRANCHISEE to have audited financial statements prepared annually during the term of this Agreement.

### **11.B. REPORTING REQUIREMENTS**

FRANCHISEE shall furnish HRI, at HRI's request, in the form from time to time prescribed by HRI, a control report signed and verified by FRANCHISEE accurately reflecting the gross and net revenues of FRANCHISEE'S CHEM-DRY Business for the preceding specified time period and copies of all customer invoices during such time period. FRANCHISEE, at his or her expense, shall furnish to HRI (and its agents) for inspection, audit and copying, such forms, reports, records, financial statements and other information as HRI may, from time to time require. Moreover, HRI may, as often as it deems appropriate, access the Computer System and retrieve all information relating to the BUSINESS' operation, including without limitation the Customer List.

If HRI is required by any government agency to collect financial information from franchisees, FRANCHISEE shall furnish HRI, by May 1 of each year, or any other date necessary to meet such reporting requirements, a copy of the appropriate documentation showing income and expenses for the Business.

## **12. INSPECTIONS AND AUDITS**

To determine whether FRANCHISEE and the BUSINESS are complying with this Agreement and all System Standards, HRI and its designated agents or representatives may at all times and without prior notice to FRANCHISEE: (a) inspect FRANCHISEE's equipment and the van(s); (b) inspect the BUSINESS location; (c) observe FRANCHISEE and all employees in the performance of services; (d) inspect any job performed by FRANCHISEE, including without limitation obtaining a sample of cleaning solution used; and (e) contact and interview customers of FRANCHISEE. FRANCHISEE agrees to cooperate fully with HRI. If HRI exercises any of these rights, it will not interfere unreasonably with the BUSINESS'S operation. If, upon inspection or investigation, HRI finds that the quality of work done by FRANCHISEE is substandard, HRI may, as an alternative to termination, require FRANCHISEE, at its own expense, to take additional training, pay for the cost of the evaluation, including but limited to any costs associated with the cleaning service and evaluation fee, and to correct the quality of its work and services.

HRI shall have the further right at any time during business hours, and with at least three (3) days' prior notice to FRANCHISEE, to inspect and audit, or cause to be inspected and audited, the business records, bookkeeping and accounting records, sales and income tax records and returns and other records of the BUSINESS and the books and records of any corporation or other entity which holds the Franchise. FRANCHISEE further acknowledges and agrees that HRI shall have the right to make copies of all such books and records. FRANCHISEE shall fully cooperate with representatives of HRI and independent accountants hired by HRI to conduct any such inspection or audit. If FRANCHISEE fails to provide any such books, records and other materials requested at such inspection/audit in the format prescribed by HRI in the Manual or in writing, then FRANCHISEE shall pay HRI \$500.00 for each day any such requested books, records and other materials are not available to HRI plus HRI's reasonable expenses incurred in connection with such delay. FRANCHISEE consents to HRI obtaining, using and

disclosing to third parties (including, without limitation, prospective franchisees, financial institutions, legal and financial advisors), for any purpose or as may be required by law, any financial or other information contained in or resulting from information, data, materials, statements and reports received by HRI or disclosed to HRI in accordance with this Agreement.

### **13. TRANSFER**

#### **13.A. BY HRI**

A sale, transfer, sublicense, subcontracting or assignment by HRI of its interest in the Franchise System or the Marks or any parts thereof, and/or in the sale, transfer or assignment by HRI of this Agreement or any interest therein, may be completed without the consent of FRANCHISEE. To the extent that the purchaser or assignee shall assume the covenants and obligations of HRI under this Agreement, HRI shall thereupon and without further agreement, be freed and relieved of all liability with respect to such covenants and obligations. FRANCHISEE acknowledges that nothing in this Agreement shall prevent HRI from granting security over any of its assets, including the Marks and any other intellectual property, on terms required by any secured party from time to time, and FRANCHISEE further acknowledges that such any such secured party or any agents acting on behalf of such secured party shall not have any obligations to FRANCHISEE by reasons only of such security interest.

#### **13.B. FRANCHISEE MAY NOT TRANSFER WITHOUT HRI APPROVAL**

FRANCHISEE understands and acknowledges that the rights and duties created by this Agreement are personal to FRANCHISEE (and, if FRANCHISEE is an Entity, its owner(s)) and that HRI has granted the Franchise in reliance upon HRI's perceptions of the individual(s) or collective character, business skill, aptitude and financial capacity of FRANCHISEE (and its owner(s)). Therefore, neither this Agreement, the assets relating to the BUSINESS (the "Business Assets") (or any interest therein), nor the Franchise (or any interest therein), nor any part or all of the ownership of FRANCHISEE may be transferred without HRI's prior written approval, and any such transfer shall constitute a breach of this Agreement and convey no rights to or interests in this Agreement, the BUSINESS, or the Business Assets. The BUSINESS as a whole must be transferred to the new owner and FRANCHISEE cannot sell any rights, products, Customer Lists or any item separate from the sale of the franchise. The term "Business Assets" includes, but is not limited to, customer lists, customer contracts and any other information relating to customers of the BUSINESS.

As used in this Agreement, the term "transfer" means and includes a voluntary, involuntary, direct or indirect assignment, sale, gift or other disposition by FRANCHISEE (or any of its owners) of any interest in this Agreement, the ownership of FRANCHISEE, the Business Assets or the BUSINESS. An assignment, sale, gift or other disposition shall include the following events: (1) the transfer of ownership of shares, partnership interest or other ownership interest; (2) merger or consolidation, or issuance of additional securities representing an ownership interest in FRANCHISEE; (3) sale of shares of FRANCHISEE or any security convertible to shares of FRANCHISEE; (4) transfer of interest in FRANCHISEE or the Business Assets in a divorce, insolvency, corporate or partnership dissolution proceeding or otherwise by operation of law; (5) transfer of interest in FRANCHISEE or the Business Assets in the event of the death of FRANCHISEE or an owner by will, declaration of a transfer in trust, or under the laws of intestate succession. Any such assignment or transfer without such approval shall constitute a breach hereof and convey no rights to or interests in the BUSINESS, this Agreement, the Business Assets or the Franchise.

#### **13.C. CONDITIONS FOR APPROVAL OF TRANSFER**

If FRANCHISEE (and its owners) are fully complying with this Agreement, then, subject to the other provisions of this Section 13, HRI shall not unreasonably withhold its approval of a transfer that meets all of the applicable requirements of this Section 13.C. In no event will HRI be liable for any damages suffered by either FRANCHISEE or the transferees for failure to approve the transfer in a timely manner.



If FRANCHISEE is an Entity, FRANCHISEE's owners may transfer a non-controlling ownership interest in FRANCHISEE or its owners (determined as of the date on which the proposed transfer will occur) if: (1) the proposed transferee and its direct and indirect owners (if the transferee is an Entity) are of good character and otherwise meet HRI's then applicable standards for CHEM-DRY Business franchisees (including no ownership interest in or performance of services for a Competitive Business); and (2) FRANCHISEE gives HRI prior written notice of the transfer.

For any other proposed transfer (including a transfer of this Agreement, a transfer of a controlling ownership interest in FRANCHISEE or one of its owners, or a transfer which is one of a series of transfers (regardless of the time period over which these transfers take place) which in the aggregate transfer this Agreement or a controlling ownership interest in FRANCHISEE or one of its owners) all of the following conditions must be met before or concurrently with the effective date of the transfer:

- (1) the transferee is of good character and has sufficient business experience, aptitude, and financial resources to operate the BUSINESS;
- (2) the transferee has assumed all of FRANCHISEE'S obligations incurred in connection with this Agreement and the conduct of the BUSINESS;
- (3) FRANCHISEE has paid all amounts owed to HRI and has submitted all required reports and statements;
- (4) neither the transferee nor its owners (if the transferee is an Entity) or affiliates have an ownership interest (direct or indirect) in or perform services for a Competitive Business;
- (5) the transferee pays the then current fee and satisfactorily completes HRI's then current initial training program;
- (6) the transferee shall (if the transfer is of this Agreement), or FRANCHISEE shall (if the transfer is of a controlling ownership interest in FRANCHISEE or one of its owners), sign HRI's then current form of franchise agreement and related documents, any and all of the provisions of which may differ materially from any and all of those contained in this Agreement, but which franchise agreement will not provide for payment of an initial franchise fee;
- (7) FRANCHISEE or the transferee pays HRI a transfer fee as set forth in Paragraph 4 of **Exhibit A** of this Agreement. (These dollar amounts may be increased once per calendar year to reflect increases in the Consumer Price Index);
- (8) FRANCHISEE (and its transferring owners) sign a general release, in a form satisfactory to HRI, releasing to the extent permitted by applicable law, any and all claims against HRI and its affiliates, shareholders, officers, directors, employees, and agents;
- (9) if FRANCHISEE or its owners finance any part of the purchase price, FRANCHISEE and/or its owners agree that all of the transferee's obligations under promissory notes, agreements, or security interests reserved in the BUSINESS are subordinate to the transferee's obligation to pay amounts due to HRI, and otherwise to comply with this Agreement;
- (10) (a) FRANCHISEE has corrected any existing deficiencies of the BUSINESS of which HRI has notified FRANCHISEE , and/or (b) the transferee agrees (if the transfer is of this Agreement) to upgrade the BUSINESS (including the equipment and the van(s) to be transferred to the transferee) in accordance with

HRI's then current requirements and specifications for CHEM-DRY Businesses within the time period HRI specifies following the effective date of the transfer;

- (11) FRANCHISEE and its transferring owners (and any spouses or other immediate family members) will not, for two (2) years beginning on the transfer's effective date, engage in any of the activities proscribed in Section 16.D. below;
- (12) the purchase agreement between FRANCHISEE and the transferee must include: (a) a dollar breakdown of the sale price allocated to goodwill, covenant not to compete, van(s), cleaning equipment, cleaning supplies, and office equipment and supplies; and (b) a statement that FRANCHISEE has made a full disclosure to the transferee and that the transferee has agreed upon the disposition of all of FRANCHISEE'S outstanding obligations and accounts receivable;
- (13) the transferee purchases or obtains all equipment HRI requires to operate CHEM-DRY Businesses (including, without limitation, proprietary equipment related to the Franchise); and
- (14) FRANCHISEE and its transferring owners will not directly or indirectly at any time or in any manner (except with respect to other CHEM-DRY Businesses FRANCHISEE owns and operates) identify itself or themselves or any business as a current or former CHEM-DRY Business or as one of HRI's current or former franchisees; use any Mark, any colorable imitation of a Mark, or other indicia of a CHEM-DRY Business in any manner or for any purpose; or utilize for any purpose any trade name, trade or service mark, or other commercial symbol that suggests or indicates a connection or association with HRI.

HRI may review all information regarding the BUSINESS that FRANCHISEE gives the transferee, correct any information that HRI believes is inaccurate, and give the transferee copies of any reports that FRANCHISEE has given HRI or HRI has made regarding the BUSINESS.

#### **13.D. DEATH OR DISABILITY OF FRANCHISEE**

Upon receipt of notification of the death or permanent disability of FRANCHISEE or within six (6) months thereafter, HRI shall have the right, but not the duty, to repurchase the Franchise at a price to be determined by an independent appraiser selected by both HRI's and FRANCHISEE'S representatives and upon such terms and conditions as may be mutually agreeable to both parties. If HRI does not exercise this repurchase right, the executor, administrator, conservator or other personal representative of such person must transfer his or her interest to a third party approved by HRI. Such transfer must be completed within six (6) months from the date of death or permanent disability, and is subject to all of the terms and conditions for transfers contained in this Section 13. Failure to transfer in accordance with this Section upon such death or disability shall constitute a breach of this Agreement.

The term "disability" means a mental or physical disability, impairment, or condition that is reasonably expected to prevent or actually does prevent FRANCHISEE from supervising the BUSINESS'S management and operation.

#### **13.E. EFFECT OF CONSENT TO TRANSFER**

HRI's consent to a transfer of this Agreement and the BUSINESS, or any interest in FRANCHISEE or its owners, is not a representation of the fairness of the terms of any contract between FRANCHISEE and the transferee, a guarantee of the BUSINESS or the transferee's prospects of success, or a waiver of any claims HRI has against FRANCHISEE (or its owners) or of HRI's right to

demand the transferee's full compliance with this Agreement. HRI's consent to a transfer shall not operate to release FRANCHISEE nor any guarantor thereof from any liability under this Agreement.

### **13.F. HRI'S RIGHT OF FIRST REFUSAL**

If FRANCHISEE or its owner(s) shall at any time desire to sell an interest in the BUSINESS, an ownership interest in FRANCHISEE, or the Business Assets, FRANCHISEE or its owner(s) shall obtain a bona fide, executed written offer from a responsible and fully disclosed purchaser and shall submit an exact copy of such offer to HRI. HRI shall have the right, exercisable by written notice delivered to FRANCHISEE or its owner(s) within thirty (30) days from the date of delivery of an exact copy of such offer to HRI, to purchase such interest in the BUSINESS, such ownership interest in FRANCHISEE or the Business Assets, for the price and on the terms and conditions contained in such offer, provided that HRI may substitute cash for any form of payment proposed in such offer and shall have not less than thirty (30) days to prepare for closing. If HRI does not exercise its right of first refusal, FRANCHISEE or its owner(s) may complete the sale to such purchaser pursuant to and on the terms of such offer, subject to HRI's approval of the purchaser as provided in Section 13.C., provided that if the sale to such purchaser is not completed within ninety (90) days after delivery of such offer to HRI, or there is a material change in the terms of the sale, HRI shall again have the right of first refusal herein provided.

## **14. EXPIRATION OF THIS AGREEMENT**

### **14.A. FRANCHISEE'S RIGHT TO ACQUIRE A SUCCESSOR FRANCHISE**

If FRANCHISEE meets certain conditions, then FRANCHISEE will have the option to acquire one successor franchise term of five (5) years. The qualifications and conditions for the successor term are described below.

When this Agreement expires:

- (1) if FRANCHISEE (and each of its owners) have substantially complied with this Agreement during its term;
- (2) if Franchisee (and each of its owners) comply with and successfully complete all of HRI's then current training courses;
- (3) if FRANCHISEE (and each of its owners) are, both on the date FRANCHISEE gives HRI written notice of FRANCHISEE'S election to acquire a successor franchise (as provided in Section 14.B. below) and on the date on which the term of the successor franchise would commence, in full compliance with this Agreement and all System Standards, including without limitation any requirements regarding servicing national accounts; and
- (4) provided that FRANCHISEE agrees (regardless of cost) to add or replace specific Operating Assets, including without limitation any proprietary equipment associated with the Franchise, the van(s) and other equipment), and otherwise modify the BUSINESS as HRI requires to comply with the System Standards then applicable for new CHEM-DRY Businesses.

Then FRANCHISEE has the option to acquire a successor franchise term of five (5) years commencing immediately upon the expiration of this Agreement. FRANCHISEE agrees to sign the franchising agreement HRI then uses to grant franchises for CHEM-DRY Businesses (modified as necessary to reflect the fact that it is for a successor franchise), which may contain provisions that differ materially from any and all of those contained in this Agreement, including without limitation increased or additional fees and new product or service offerings. At the time FRANCHISEE signs the renewal franchise agreement, FRANCHISEE will pay HRI a successor franchise fee set forth in Paragraph 5 of

**Exhibit A**, which amount may be increased once each year to reflect increases in the Consumer Price Index.

If FRANCHISEE (and each of its owners) are not, both on the date FRANCHISEE gives HRI written notice of FRANCHISEE'S election to acquire a successor franchise and on the date on which the term of the successor franchise commences, in full compliance with this Agreement (or the successor franchise agreement as applicable) and all System Standards, FRANCHISEE acknowledges that HRI need not grant FRANCHISEE a successor franchise, whether or not HRI had, or chose to exercise, the right to terminate this Agreement during its term under Section 15.B.

#### **14.B. GRANT OF A SUCCESSOR FRANCHISE**

FRANCHISEE must give HRI written notice of its election to acquire a successor franchise no earlier than nine (9) months and no later than six (6) months before the end of the initial term of this Agreement. Within thirty (30) days after delivery of FRANCHISEE'S notice, HRI shall notify FRANCHISEE in writing whether or not HRI shall grant a successor franchise to FRANCHISEE. Notwithstanding anything to the contrary in this Agreement, at any time during the term of this Agreement, FRANCHISEE fails to fully comply with this Agreement or any other agreement between FRANCHISEE and HRI, HRI may refuse to grant a successor franchise by delivering a notice of HRI's refusal to grant a successor franchise, stating the reasons for such refusal. If HRI'S notice indicates that HRI will permit FRANCHISEE to obtain a successor franchise, such right will be contingent upon FRANCHISEE'S continued full compliance with this Agreement, including being current in financial obligations to HRI, and any other agreement between HRI and FRANCHISEE.

#### **14.C. AGREEMENTS/RELEASE**

If HRI grants a successor franchise, HRI and FRANCHISEE and the owner(s) of FRANCHISEE shall execute HRI's then current form of franchise agreement and such ancillary agreements as are used in offering franchises for the ownership and operation of CHEM-DRY Businesses (with appropriate modifications to reflect the fact that the agreements relate to the grant of a successor franchise; including but not limited to, that FRANCHISEE shall not have a right to obtain a successor franchise beyond the successor term), and FRANCHISEE and its owner(s) shall execute a general release, in a form satisfactory to HRI, releasing, to the extent permitted by applicable law, any and all claims against HRI and its respective affiliates, shareholders, officers, directors, employees and agents. Failure by FRANCHISEE and its owner(s) to sign such agreement(s) and release within ninety (90) days after delivery thereof to FRANCHISEE shall be deemed an election by FRANCHISEE not to acquire a successor franchise.

#### **15. TERMINATION OF FRANCHISE**

HRI may terminate this Agreement, effective immediately upon delivery of written notice of termination to FRANCHISEE, if:

- (1) FRANCHISEE (or any of its owners) has made or makes any material misrepresentation or omission in acquiring the Franchise or operating the BUSINESS;
- (2) FRANCHISEE does not commence operations of the BUSINESS within ninety (90) days after signing this Agreement;
- (3) FRANCHISEE or required attendees do not satisfactorily complete the initial training program;
- (4) FRANCHISEE abandons or fails actively to operate the BUSINESS unless the BUSINESS has been closed for a purpose HRI has approved;

- (5) FRANCHISEE (or its owners) makes any transfer in violation of Section 13;
- (6) FRANCHISEE (or any of its owners) is or has been convicted by a trial court of, or plead or has pleaded no contest to, an indictable offense or any other crime or offense that is likely to adversely affect the reputation of the BUSINESS or other CHEM-DRY Businesses, or the goodwill of the Marks;
- (7) FRANCHISEE (or any of its owners) engages in any dishonest or unethical conduct which, in HRI's opinion, adversely affects the BUSINESS'S reputation or the goodwill associated with the Marks;
- (8) FRANCHISEE makes any unauthorized use of any Mark;
- (9) FRANCHISEE (or any of its owners) makes any unauthorized use or disclosure of any part of the Manual or any other Confidential Information;
- (10) FRANCHISEE uses non CHEM-DRY cleaning solutions on two (2) or more occasions in operating the BUSINESS;
- (11) FRANCHISEE violates any health or safety law, ordinance, or regulation, or operate the BUSINESS in an unsafe manner;
- (12) FRANCHISEE fails to provide accurate reports as required by HRI or fails to pay HRI, or its affiliates, any amounts due and does not correct the failure within ten (10) days after HRI delivers written notice of that failure to FRANCHISEE;
- (13) FRANCHISEE fails on two (2) or more separate occasions during any twelve (12) month period to submit when due reports or other data, information or supporting records, to pay HRI, or its affiliates, any amounts due, or otherwise fail to comply with this Agreement, whether or not such failures to comply are corrected after notice thereof is delivered to FRANCHISEE;
- (14) FRANCHISEE becomes insolvent;
- (15) FRANCHISEE files a petition for relief under the bankruptcy laws;
- (16) FRANCHISEE does not satisfy a final court judgment against it within thirty (30) days;
- (17) FRANCHISEE has a suit filed against it to foreclose any lien or mortgage or garnishments levied and not dismissed within a thirty (30) day period;
- (18) Any other franchise agreement between HRI, or its affiliates, and FRANCHISEE is terminated in accordance with its terms;
- (19) FRANCHISEE (or any of its owners) has any assets, property, or interests which are blocked under any law, ordinance or regulation relating to terrorist activities or FRANCHISEE (or any of its owners) is otherwise in violation of any such law, ordinance or regulation; or
- (20) FRANCHISEE fails to comply with any other provision of this Agreement, the Manual, or any System Standard and does not: (a) correct such failure within thirty (30) days after written notice of such failure is delivered to FRANCHISEE; or (b) provide proof acceptable to HRI of efforts which are reasonably calculated to correct such failure if such failure cannot reasonably be corrected within thirty

(30) days after written notice of such failure to comply is delivered to FRANCHISEE.

**16. RIGHTS AND OBLIGATIONS OF HRI AND FRANCHISEE UPON TERMINATION OR EXPIRATION OF FRANCHISE**

Within thirty (30) days after this Agreement expires or is terminated, FRANCHISEE must provide HRI with written evidence that FRANCHISEE has complied with the obligations set forth in this Section.

**16.A. PAYMENT OF AMOUNTS OWED TO HRI OR CUSTOMERS**

FRANCHISEE agrees to pay to HRI, or its affiliates, within fifteen (15) days after the effective date of the termination or expiration of this Agreement, or such later date that the amounts due to HRI are determined, all amounts owed to HRI, or its affiliates, which are then unpaid. FRANCHISEE further agrees to return to its customers all amounts prepaid by such customers within fifteen (15) days after the effective date of the termination or expiration of this Agreement.

**16.B. MARKS**

Immediately when this Agreement expires or is terminated:

- (1) FRANCHISEE may not directly or indirectly at any time or in any manner (except with other CHEM-DRY Businesses he or she owns and operates) identify itself or any business as a current or former CHEM-DRY Business or as one of HRI's current or former franchisees; use any Mark, any colorable imitation of a Mark, or other indicia of a CHEM-DRY Business in any manner or for any purpose; or use for any purpose any trade name, trade or service mark, or other commercial symbol that indicates or suggests a connection or association with HRI;
- (2) FRANCHISEE agrees to take the action required to cancel all fictitious or assumed name or equivalent registrations relating to FRANCHISEE'S use of any Mark;
- (3) FRANCHISEE agrees to deliver to HRI or to destroy all signs, brochures, advertising materials, forms, invoices and other materials containing any Mark or otherwise identifying or relating to a CHEM-DRY Business, including removing all signs, emblems, lettering and logos, or any other indicia of a CHEM-DRY Business, from all vans not surrendered or purchased by HRI; and
- (4) FRANCHISEE agrees to notify all telephone companies, internet companies, and all listing agencies of the termination or expiration of FRANCHISEE'S right to use any telephone numbers, and any regular, classified, or other telephone directory listings, associated in any way with any Mark or the BUSINESS. In doing so, FRANCHISEE will disconnect or cause to be disconnected all such telephone numbers, with no referral to any number other than 1-800-CHEMDRY (1-800-243-6379) (or another number specified by HRI). FRANCHISEE further acknowledges that it shall be a direct violation of this Agreement for FRANCHISEE to cause or participate in the transfer of any such telephone numbers to any person or entity other than HRI. In the event that FRANCHISEE fails to comply with any of the foregoing, FRANCHISEE hereby acknowledges that HRI has the sole rights to and interest in all such telephone numbers and directory listings associated with any Marks. FRANCHISEE therefore authorizes HRI, and hereby appoints HRI and any officer of HRI as his or her attorney in fact, to direct any telephone companies and listing agencies to transfer any such telephone numbers to HRI, or to another person or party at its direction, and the

telephone companies and all listing agencies may accept such direction or this Agreement as conclusive of the exclusive rights of HRI in such telephone numbers and directory listings and its authority to direct their transfer.

**16.C. CONFIDENTIAL INFORMATION/CUSTOMER LISTS**

FRANCHISEE agrees, when this Agreement expires or is terminated, to immediately cease using any of HRI's Confidential Information (including computer software/applications or similar technology and digital passwords and identifications that HRI has licensed to FRANCHISEE or that otherwise are proprietary to HRI or the Franchise System) in any business or otherwise and return to HRI all copies of the Manual and any other confidential materials that HRI has loaned FRANCHISEE, including all proprietary equipment. All other non-proprietary equipment bearing any of the Marks must either be returned to HRI or the Marks must be removed.

Upon termination or expiration, FRANCHISEE also agrees to provide HRI with access to the Customer List. The Customer List must contain the customer's first and last name, address with city, state and postal code, the telephone number with area code, email address and last date of service and other information required by HRI. FRANCHISEE acknowledges that the Customer List and contracts are derived from and are the result of the operation of the CHEM-DRY Business franchise. Therefore, FRANCHISEE agrees that the Customer List and contracts may not be used in connection with any business other than the BUSINESS, and may not be used by, or sold or otherwise transferred to, a third party except as otherwise specifically provided in this Agreement.

**16.D. COVENANT NOT TO COMPETE**

Upon termination or expiration of this Agreement, FRANCHISEE and its owner(s) agree that for a period of two (2) years, commencing on the effective date of termination or expiration, or the date on which FRANCHISEE actually ceases to conduct the business described in this Agreement, whichever is later, neither FRANCHISEE nor its owner(s) will participate in or have any direct or indirect interest (e.g., through a spouse) as a disclosed or beneficial owner, investor, lender, partner, director, officer, manager, consultant, employee, representative or agent, or in any other capacity, in any Competitive Business located within the Franchised Area, within a ten (10) mile radius of the Franchised Area or the Franchised Area of any CHEM-DRY Business.

These restrictions also apply after transfers, as provided in Section 13.C.(11) above. If any person restricted by this Section 16.D. refuses voluntarily to comply with these obligations, the two (2) year period for that person will commence with the entry of a court order enforcing this provision. FRANCHISEE and its owners expressly acknowledge that they possess skills and abilities of a general nature and have other opportunities for exploiting these skills. Consequently, HRI's enforcing the covenants made in this Section 16.D. will not deprive FRANCHISEE or its owners of any personal goodwill or ability to earn a living.

**16.E. CONTINUING OBLIGATIONS**

All obligations of HRI and FRANCHISEE (and its owners) which expressly or by their nature survive the expiration or termination of this Agreement shall continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied in full or by their nature expire. FRANCHISEE agrees to continue to be responsible for any damages resulting from the operation of the BUSINESS prior to termination or expiration of this Agreement and to indemnify HRI, or its affiliates, for such damages.

## **17. ENFORCEMENT**

### **17.A. SEVERABILITY AND SUBSTITUTION OF VALID PROVISIONS**

Except as expressly provided to the contrary herein, each section, paragraph, term and provision of this Agreement, and any portion thereof, shall be considered severable and if, for any reason, any such portion of this Agreement is held to be invalid, contrary to, or in conflict with any applicable present or future law or regulation in a final, unappealable ruling issued by any court, agency or tribunal with competent jurisdiction in a proceeding to which HRI is a party, that ruling shall not impair the operation of, or have any other effect upon, such other portions of this Agreement as may remain otherwise intelligible, which shall continue to be given full force and effect and bind the parties. If any covenant herein which restricts competitive activity is deemed unenforceable by virtue of its scope in terms of area, business activity prohibited and/or length of time, but would be enforceable if modified, FRANCHISEE and HRI agree that same shall be enforced to the fullest extent permissible under the laws and public policies applied in the jurisdiction in which enforcement is sought. If any applicable and binding law or rule of any jurisdiction requires a greater prior notice than this Agreement requires of this Agreement's termination or of HRI's refusal to enter into a successor franchise agreement, or some other action not required hereunder, or if under any applicable and binding law or rule of any jurisdiction, any provision of this Agreement or any System Standard is invalid or unenforceable, the prior notice and/or other action required by such law or rule shall be substituted for the comparable provisions hereof, and HRI shall have the right, in its sole discretion, to modify such invalid or unenforceable provision or System Standard to the extent required to be valid and enforceable. Such modification(s) to this Agreement shall be effective only in such jurisdiction, unless HRI elects to give it greater applicability, and shall be enforced as originally made and entered into in all other jurisdictions. FRANCHISEE agrees to be bound by any such modification to this Agreement.

### **17.B. WAIVER OF OBLIGATIONS**

HRI and FRANCHISEE may by written instrument unilaterally waive or reduce any obligation of or restriction upon the other under this Agreement, effective upon delivery of written notice thereof to the other or another effective date stated in the notice of waiver. Any waiver granted by HRI shall be without prejudice to any other rights HRI, or its affiliates, may have, and will be subject to continuing review by HRI and may be revoked, in HRI's sole discretion, at any time and for any reason, effective upon delivery to FRANCHISEE of ten (10) days prior written notice. HRI and FRANCHISEE shall not be deemed to have waived or impaired any right, power or option reserved by this Agreement (including, without limitation, HRI's right to demand exact compliance with every term, condition, and covenant or to declare any breach to be a default and to terminate this Agreement before its term expires) by virtue of any custom or practice of the parties at variance with the terms hereof; any failure, refusal or neglect of HRI or FRANCHISEE to exercise any rights under this Agreement or to insist upon exact compliance by the other with its obligations hereunder; any waiver, forbearance, delay, failure or omission by HRI, or its affiliates, to exercise any right, power or option, whether of the same, similar or different nature, with respect to other CHEM-DRY Businesses; the existence of franchise agreements for other CHEM-DRY Businesses which contain provisions different from those contained in this Agreement; or the acceptance by HRI, or its affiliates, of any payments due from FRANCHISEE after any breach of this Agreement.

Neither HRI, its affiliates, nor FRANCHISEE shall be liable for loss or damage or deemed to be in breach of this Agreement if its failure to perform its obligations results from: (1) transportation shortages, inadequate supply of equipment, merchandise, supplies, labor, material or energy, or the right to acquire or use any of the foregoing in order to accommodate or comply with the orders, requests, regulations, recommendations or instructions of any federal, state or municipal government or any department or agency thereof; (2) compliance with any law, ruling, order, regulation, requirement or instruction of any federal, state, or municipal government or any department or agency thereof; (3) acts of God; (4) fires, strikes, embargoes, war, acts of terrorism or similar events, or riot; or (5) any other similar event or cause. Any delay resulting from any of said causes shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable, except that said causes shall not excuse



payments of amounts owed at the time of such occurrence or payment of amounts owing hereunder by FRANCHISEE, including fees, Minimum Purchase Amounts or product invoices due thereafter.

**17.C. INJUNCTIVE RELIEF**

Notwithstanding anything to the contrary contained in Section 17.F, HRI and FRANCHISEE shall each have the right in a proper case to obtain temporary restraining orders and/or preliminary injunctive relief from a court of competent jurisdiction. However, the parties shall contemporaneously submit their dispute for arbitration on the merits in accordance with Section 17.F. FRANCHISEE agrees that HRI may have such temporary or preliminary injunctive relief without bond, but upon due notice, and FRANCHISEE'S sole remedy in the event of the entry of such injunctive relief shall be the dissolution of such injunctive relief, if warranted, upon hearing duly had (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived hereby).

**17.D. RIGHTS OF PARTIES ARE CUMULATIVE**

The rights of HRI and FRANCHISEE hereunder are cumulative and no exercises or enforcement by HRI or FRANCHISEE of any right or remedy hereunder shall preclude the exercise or enforcement by HRI or FRANCHISEE of any other right or remedy hereunder or which HRI or FRANCHISEE is entitled by law to enforce.

**17.E. COSTS AND ATTORNEYS' FEES**

The prevailing party in any arbitration or litigation arising out of or relating to this Agreement shall be entitled to recover from the other party all damages, costs and expenses, including court costs and reasonable attorney's fees, incurred by the prevailing party in successfully enforcing any provision of this Agreement.

**17.F. ARBITRATION**

FRANCHISEE and HRI agree that, except for controversies, disputes, or claims related to or based on improper use of the Marks or Confidential Information, all controversies, disputes or claims between HRI and its affiliates, and its and their respective shareholders, officers, directors, agents, and/or employees, and FRANCHISEE (and/or its owners, guarantors, affiliates, and/or employees) arising out of or related to:

- (1) this Agreement or any other agreement between the parties or any provision of such agreements;
- (2) the relationship of the parties hereto;
- (3) the validity of this Agreement or any other agreement between the parties or any provision of such agreements; or
- (4) any System Standard

shall be submitted for arbitration to the American Arbitration Association on demand of either party. Such arbitration proceedings shall be conducted at a location chosen by the arbitrator in Nashville, Tennessee or Salt Lake City, Utah and, except as otherwise provided in this Agreement, shall be heard by one (1) arbitrator in accordance with the then current commercial arbitration rules of the American Arbitration Association. All matters within the scope of the Federal Arbitration Act (9 U.S.C. 1 et seq.) shall be governed by it. Judgment upon the arbitrator's award may be entered in any court of competent jurisdiction.

The arbitrator shall have the right to award or include in his or her award any relief which he or she deems proper, including, without limitation, money damages (with interest on unpaid amounts from the date due), specific performance, injunctive relief and attorneys' fees and costs, provided that the arbitrator may not declare any Mark generic or otherwise invalid or, except as expressly provided in Section 17.I. below, award any punitive or exemplary damages against either party (FRANCHISEE and HRI hereby waiving to the fullest extent permitted by law, except as expressly provided in Section 17.I. below, any right to or claim for any punitive or exemplary damages against the other).

HRI and FRANCHISEE agree that arbitration shall be conducted on an individual, not a class-wide, basis and that an arbitration proceeding between HRI and FRANCHISEE and their respective affiliates, shareholders, officers, directors, agents, and/or employees shall not be consolidated with any other arbitration proceeding involving HRI and any other person. The parties further agree that if this Paragraph is held by any court, agency or tribunal with competent jurisdiction to be: (a) invalid, (b) contrary to, or (c) in conflict with, any applicable present or future law or regulation, the entire Section 17.F. will be deemed null and void.

FRANCHISEE and HRI agree to be bound by the provisions of any limitation on the period of time in which claims must be brought under applicable law or this Agreement, whichever expires earlier. FRANCHISEE and HRI further agree that, in any arbitration proceeding, each shall submit or file any claim which would constitute a compulsory counterclaim (as defined by Rule 13 of the Federal Rules of Civil Procedure) within the same proceeding as the claim to which it relates. Any such claim which is not submitted or filed as required shall be forever barred. The arbitrator may not consider any settlement discussions or offers that might have been made by either party.

The provisions of this Section 17.F. are intended to benefit and bind certain third party non-signatories and shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

#### **17.G. GOVERNING LAW**

ALL MATTERS RELATING TO ARBITRATION WILL BE GOVERNED BY THE FEDERAL ARBITRATION ACT (9 U.S.C. §§ 1 ET SEQ.). EXCEPT TO THE EXTENT GOVERNED BY THE FEDERAL ARBITRATION ACT, THE UNITED STATES TRADEMARK ACT OF 1946 (LANHAM ACT, 15 U.S.C. SECTIONS 1051 ET SEQ.), OR OTHER FEDERAL LAW, THIS AGREEMENT, THE FRANCHISE, AND ALL CLAIMS ARISING FROM THE RELATIONSHIP BETWEEN THE PARTIES WILL BE GOVERNED BY THE LAWS OF THE STATE OF TENNESSEE, WITHOUT REGARD TO ITS CONFLICT OF LAWS RULES, EXCEPT THAT ANY TENNESSEE LAW REGULATING THE SALE OF FRANCHISES OR GOVERNING THE RELATIONSHIP OF A FRANCHISOR AND ITS FRANCHISEE WILL NOT APPLY UNLESS ITS JURISDICTIONAL REQUIREMENTS ARE MET INDEPENDENTLY WITHOUT REFERENCE TO THIS SUBSECTION.

#### **17.H. CONSENT TO JURISDICTION**

SUBJECT TO SECTION 17.F. ABOVE AND THE PROVISIONS BELOW, FRANCHISEE AND ITS OWNERS AGREE THAT ALL ACTIONS ARISING UNDER THIS AGREEMENT OR OTHERWISE AS A RESULT OF THE RELATIONSHIP BETWEEN THE PARTIES MUST BE COMMENCED IN ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE STATE OF TENNESSEE AND FRANCHISEE (AND EACH OWNER) IRREVOCABLY SUBMITS TO THE JURISDICTION OF THOSE COURTS AND WAIVES ANY OBJECTION FRANCHISEE (OR THE OWNER) MIGHT HAVE TO EITHER THE JURISDICTION OF OR VENUE IN THOSE COURTS. NONETHELESS, FRANCHISEE AND ITS OWNERS AGREE THAT HRI MAY ENFORCE THIS AGREEMENT AND ANY ARBITRATION ORDERS AND AWARDS IN THE COURTS OF THE STATE OR STATES IN WHICH FRANCHISEE IS DOMICILED OR THE BUSINESS IS LOCATED.

**17.I. WAIVER OF PUNITIVE DAMAGES AND JURY TRIAL**

EXCEPT FOR FRANCHISEE'S OBLIGATION TO INDEMNIFY HRI FOR THIRD PARTY CLAIMS UNDER SECTION 7, AND EXCEPT FOR PUNITIVE DAMAGES AVAILABLE TO EITHER PARTY UNDER FEDERAL LAW, HRI AND FRANCHISEE (AND FRANCHISEE'S OWNERS) WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM FOR ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER AND AGREE THAT, IN THE EVENT OF A DISPUTE BETWEEN HRI AND FRANCHISEE, THE PARTY MAKING A CLAIM WILL BE LIMITED TO EQUITABLE RELIEF AND TO RECOVERY OF ANY ACTUAL DAMAGES IT SUSTAINS.

HRI AND FRANCHISEE IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF THEM.

**17.J. FRANCHISEE MAY NOT WITHHOLD PAYMENTS**

FRANCHISEE agrees not to, on grounds of the alleged nonperformance by HRI or its affiliates of any of its obligations hereunder, withhold payments or amounts due of any kind to HRI or its affiliates.

**17.K. BINDING EFFECT**

This Agreement is binding upon the parties hereto and their respective executors, administrators, heirs, beneficiaries, permitted assigns and successors in interest. Subject to HRI's right to modify the Manual and System Standards, this Agreement shall not be modified except by written agreement signed by FRANCHISEE and HRI.

**17.L. LIMITATIONS OF CLAIMS**

Any and all claims, except claims for monies due HRI or its affiliates, arising out of or relating to this Agreement or the relationship among the parties hereto shall be barred unless an action or legal or arbitration proceeding is commenced within one (1) year from the date on which the party asserting the claim knew or should have known of the facts giving rise to such claims.

**17.M. SECURITY TO HRI**

To secure payment and performance of any and all obligations from time to time owing by FRANCHISEE to HRI, including payment of any amount owing by FRANCHISEE to HRI in respect of goods and services purchased by FRANCHISEE, FRANCHISEE covenants and agrees to provide on request by HRI, a security interest(s) in the inventory or equipment and in such amounts and upon such terms as HRI, in its absolute discretion, determines. Failure to provide such security within ten (10) days following written request therefor, shall be deemed a default under this Agreement.

**17.N. CONSTRUCTION**

The preambles and exhibits are a part of this Agreement, which constitutes the entire agreement of the parties, and there are no other oral or written understandings or agreements between HRI and FRANCHISEE relating to the subject matter of this Agreement, the franchise relationship, or the BUSINESS (any understanding or agreements reached, or any representations made, before this Agreement are superseded by this Agreement). Notwithstanding the foregoing, nothing in this Agreement shall disclaim or require FRANCHISEE to waive reliance on any representation made in the most recent Disclosure Document (including exhibits and amendments) HRI delivered to FRANCHISEE. The term "FRANCHISEE" as used herein is applicable to one or more persons, a corporation or a partnership, as the case may be, and the singular usage includes the plural. If two or more persons are at any time FRANCHISEE hereunder, their obligations and liabilities to HRI shall be joint and several. References to "FRANCHISEE" and "transferee" which are applicable to an individual or individuals shall mean the

principal owner(s) of the equity or operating control of FRANCHISEE or the transferee, if FRANCHISEE or the transferee is a corporation or other entity. The headings of the several sections and paragraphs hereof are for convenience only and do not define, limit or construe the contents of such sections or paragraphs.

Except where this Agreement expressly obligates HRI reasonably to approve or not unreasonably to withhold its approval of any action or request by FRANCHISEE, HRI has the absolute right to refuse any request by FRANCHISEE or to withhold its approval of any action by FRANCHISEE that requires HRI's approval. Nothing in this Agreement is intended, nor shall be deemed, to confer any rights or remedies upon any person or legal entity not a party hereto.

**18. NOTICE AND PAYMENTS**

By signing this Agreement, FRANCHISEE certifies that it has received and reviewed HRI's Franchise Disclosure Document along with its Exhibits and this Agreement and its Exhibits fourteen (14) calendar days, or ten (10) business days where applicable, prior to signing this Agreement or prior to paying any monies to HRI or its affiliates.

All written notices, reports and payments permitted or required to be delivered by the provisions of this Agreement or of the Manual shall be deemed so delivered: (a) at the time delivered by hand; (b) at the time delivered via computer transmission if the sender has confirmation of successful transmission; (c) one (1) business day after transmission by facsimiles, telecopy, telegraph or comparable electronic system, provided a confirmation copy is sent by a commercial courier service for next business day delivery; (d) one (1) business day after being placed in the hands of a commercial courier service for next business day delivery; or (e) three (3) business days after placement in the United States Mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid, to the address set forth herein, or to such other address as designated in writing by HRI or FRANCHISEE. HRI may change the address for notice by giving FRANCHISEE notice of the new address. FRANCHISEE may change the address for notice only by giving HRI thirty (30) days' prior notice by any of the means specified in subparagraphs (a) through (e) above. Any required payment or report which HRI, or its affiliates, does not actually receive at the correct address during regular or business hours on the date due (or postmarked by postal authorities at least two (2) days before it is due) will be deemed delinquent.

**IN WITNESS WHEREOF**, the parties hereto have executed, sealed and delivered this Agreement in multiple counterparts on the day and year first above written.

If Individuals:

If Corporation Or Other Entity:

\_\_\_\_\_  
FRANCHISEE – Individually and Personally

\_\_\_\_\_  
Name of Entity

\_\_\_\_\_  
FRANCHISEE – Individually and Personally

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**HARRIS RESEARCH, INC.**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A

This **Exhibit A** is attached to and is an integral part of the Chem-Dry Franchise Agreement dated \_\_\_\_\_, by and between HARRIS RESEARCH, INC., a Utah corporation, with its principal office at 124 12<sup>th</sup> Avenue South, Suite 300, Nashville, Tennessee 37203 ("HRI") and \_\_\_\_\_, whose principal address is \_\_\_\_\_ ("FRANCHISEE").

### 1. **FRANCHISED AREA**

FRANCHISEE agrees to conduct the BUSINESS from a location within the non-exclusive Franchised Area, as follows:

### 2. **INITIAL FEE**

If this Agreement pertains to the licensing of a new Chem-Dry Business, FRANCHISEE agrees to pay the non-recurring and non-refundable Initial Fee comprised of the following:

- (i) An initial license fee of \$\_\_\_\_\_ for the right to use the Marks during the term of this Agreement (the "Initial License Fee"); and
- (ii) An initial advertising, cleaning solution and equipment package fee of \$\_\_\_\_\_ (the "New Business Set").

**Initial License Fee Financing:** HRI offers financing for the Initial License Fee portion of the Initial Fee as follows: Prior to signing this Agreement, FRANCHISEE agrees to pay HRI a non-refundable sum of \$\_\_\_\_\_ as a down payment. FRANCHISEE agrees to pay HRI the remainder of the Initial License Fee in non-refundable installments of \$\_\_\_\_\_ per month beginning the 10<sup>th</sup> day of \_\_\_\_\_, 20\_\_, ("Payment Start Date") for fifty-six (56) consecutive months toward the remaining balance of the Initial License Fee. Balances of the Initial License Fee bear (\_\_\_\_%) interest. All payments are due on or before the tenth (10th) day of each month and late payments are subject to interest charges pursuant to Section 8.C. of the Agreement.

### 3. **MONTHLY FRANCHISE FEE**

Beginning \_\_\_\_\_, 20\_\_, and continuing for each consecutive month thereafter, FRANCHISEE agrees to pay HRI on or before the tenth (10th) day of each succeeding month the non-refundable monthly franchise fee payment, which is currently \$350.00. The monthly franchise fee payment for successor, transferred, amended and/or special program franchises begins the month following the Effective Date of this Agreement. These amounts shall be increased not more than once each calendar year to reflect increases in the Metropolitan Area Consumer Index for Urban Consumers-All Items (1982-1984 = 100) as published by the U.S. Department of Labor or in a successor index (the "Consumer Price Index").

### 4. **TRANSFER FEE**

FRANCHISEE or the transferee pays HRI a transfer fee of \$3,000. (These dollar amounts may be increased once per calendar year to reflect increases in the Consumer Price Index);

### 5. **SUCCESSOR FEE**

If this Agreement pertains to an existing BUSINESS, FRANCHISEE agrees to pay a \$1,000.00 Successor Fee subject to Section 14 of this Agreement.

### 6. **OWNERSHIP INTERESTS**

As indicated in Section 1.B. of this Agreement, if FRANCHISEE is at any time a corporation, limited liability company, or general or limited partnership (collectively, an "Entity"), FRANCHISEE represents that the following information is true and accurate:

Name of Entity \_\_\_\_\_ (the "FRANCHISEE")

The above FRANCHISEE was formed on \_\_\_\_\_ (date), under the laws of the State of \_\_\_\_\_. FRANCHISEE agrees, upon request, to submit a copy of the Articles of Incorporation, By-Laws, and other governing documents, including but not limited to the resolutions of the Board of Directors, authorizing entry into this Agreement.

The following is a list of all current directors, members, and/or officers of FRANCHISEE.

<b><u>Name</u></b>	<b><u>Position(s) Held and Percentage of Ownership</u></b>
_____	_____
_____	_____
_____	_____
_____	_____

FRANCHISEE agrees to immediately notify HRI in writing of any changes to the list of directors, members, or officers as indicated above or to their ownership interests. The notification shall include the full name of each person and fully describe the nature of the individual's change in position and/or ownership interest.

If Individuals:

If Corporate Entity:

\_\_\_\_\_  
FRANCHISEE – Individually and Personally

\_\_\_\_\_  
Name of Entity

\_\_\_\_\_  
FRANCHISEE – Individually and Personally

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**EXHIBIT B**

**GUARANTY AND ASSUMPTION OF OBLIGATIONS**

THIS GUARANTY AND ASSUMPTION OF OBLIGATIONS is given this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

By (list each guarantor):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

In consideration of, and as an inducement to, the execution of that certain Franchise Agreement (the "Agreement") on this date by HARRIS RESEARCH, INC. ("us," "we," or "our"), each of the undersigned personally and unconditionally (a) guarantees to us and our successors and assigns, for the term of the Agreement (including extensions) and afterward as provided in the Agreement, that \_\_\_\_\_ ("Franchisee") will punctually pay and perform each and every undertaking, agreement, and covenant set forth in the Agreement (including any amendments or modifications of the Agreement) and (b) agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement (including any amendments or modifications of the Agreement), both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities, including the non-competition, confidentiality, transfer, and arbitration requirements.

Each of the undersigned consents and agrees: (1) his or her direct and immediate liability under this Guaranty will be joint and several, both with Franchisee and among other guarantors; (2) he or she will render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so; (3) this liability will not be contingent or conditioned upon our pursuit of any remedies against Franchisee or any other person; (4) this liability will not be diminished, relieved, or otherwise affected by any extension of time, credit, or other indulgence which we may from time to time grant to Franchisee or to any other person, including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims (including the release of other guarantors), none of which will in any way modify or amend this Guaranty, which will be continuing and irrevocable during the term of the Agreement (including extensions), for so long as any performance is or might be owed under the Agreement by Franchisee or its owners, and for so long as we have any cause of action against Franchisee or its owners; and (5) this Guaranty will continue in full force and effect for (and as to) any extension or modification of the Agreement and despite the transfer of any interest in the Agreement or Franchisee, and each of the undersigned waives notice of any and all renewals, extensions, modifications, amendments, or transfers.

Each of the undersigned waives: (i) all rights to payments and claims for reimbursement or subrogation which any of the undersigned may have against Franchisee arising as a result of the undersigned's execution of and performance under this Guaranty; and (ii) acceptance and notice of acceptance by us of his or her undertakings under this Guaranty, notice of demand for payment of any indebtedness or non-performance of any obligations hereby guaranteed, protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed, and any other notices to which he or she may be entitled.

If we are required to enforce this Guaranty in a judicial or arbitration proceeding, and prevail in such proceeding, we shall be entitled to reimbursement of our costs and expenses, including, but not limited to, reasonable accountants', attorneys', attorneys' assistants', arbitrators', and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses, and travel and living expenses, whether incurred prior to, in preparation for, or in contemplation of the filing of any such proceeding. If we are required to engage legal counsel in connection with any failure by the undersigned

to comply with this Guaranty, the undersigned shall reimburse us for any of the above-listed costs and expenses we incur.

Subject to the arbitration obligations and the provisions below, each of the undersigned agrees that all actions arising under this Guaranty or the Agreement, or otherwise as a result of the relationship between us and the undersigned, must be commenced in the state or federal court of general jurisdiction in Nashville, Tennessee, and each of the undersigned irrevocably submits to the jurisdiction of those courts and waives any objection he or she might have to either the jurisdiction of or venue in those courts. Nonetheless, each of the undersigned agrees that we may enforce this Guaranty and any arbitration orders and awards in the courts of the state or states in which he or she is domiciled.

**IN WITNESS WHEREOF**, each of the undersigned has affixed his or her signature on the same day and year as the Agreement was executed.

**Signatures of Each Guarantor**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Percentage of Ownership  
In Franchisee**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ %  
\_\_\_\_\_ %  
\_\_\_\_\_ %  
\_\_\_\_\_ %  
\_\_\_\_\_ %



# AUTOMATIC PAYMENTS

As a mandatory and free service to you, Harris Research, Inc. will charge your credit card or checking account automatically for your monthly franchise fee and any other payments you might have.

Here's how it works:

1. Simply complete the following form, sign and return to Harris Research Inc.
2. Each month, re-occurring payments will automatically be charged to your credit card or checking account.
3. During the year, if your credit card or checking account information changes, please notify us in writing as soon as possible so we may update our records.

Franchise#: \_\_\_\_\_

Main Franchise #: \_\_\_\_\_

Franchise Name: \_\_\_\_\_

**Monthly Franchise Fee** \$ \_\_\_\_\_

**Franchise Loan** \$ \_\_\_\_\_

**For:** \_\_\_\_\_

**Fee:** \$ \_\_\_\_\_

Description – (If equipment, include type)

Monthly Amount

**For:** \_\_\_\_\_

**Fee:** \$ \_\_\_\_\_

Description – (If equipment, include type)

Monthly Amount

Form of payment:

AMERICAN EXPRESS  DISCOVER  MASTERCARD  VISA OR  CHECKING ACCOUNT

Card #: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

Name on Card: \_\_\_\_\_

Billing address for card: \_\_\_\_\_

BANK ACCOUNT TYPE  CHECKING  SAVINGS  BUSINESS CHECKING

Franchisee Name (as it appears on Bank Account): \_\_\_\_\_

Bank Name: \_\_\_\_\_

Bank ABA Routing Number: \_\_\_\_\_ Bank Account Number: \_\_\_\_\_

I hereby authorize Harris Research, Inc. to charge my  **Bank Account** or  **Credit Card** listed above starting on \_\_\_\_\_ and on the \_\_\_\_\_ of each month following through the term of the franchisee agreement for the amount(s) indicated above.

XX \_\_\_\_\_

Franchise Owner

XX \_\_\_\_\_

Franchise Owner

**Please return this form with your Franchise Agreement or fax to (615) 678-4452.**

\*\* If you are completing this form with a Franchise Renewal, fees will be automatically withdrawn **the month following** your renewal date.

**FAC USE ONLY:**

NEW BUYER- FEE AND LOAN START DATE: \_\_\_\_\_

RENEWAL- FEE START DATE- \_\_\_\_\_

EXHIBIT C

Equipment Agreement

## Equipment Sales and Security Agreement

Franchise No.: \_\_\_\_\_

This "Agreement" is made and entered into as of \_\_\_\_\_, 201\_\_ by and between \_\_\_\_\_ (the "Franchisee") and Harris Research, Inc., a Utah corporation ("HRI"), This Agreement relates to that certain Franchise Agreement between Franchisee and HRI (the "Franchise Agreement") for a Chem-Dry® Carpet Cleaning business franchise designated as \_\_\_\_\_ (the "Business"). The parties intend that this Agreement is master agreement covering all purchases of equipment by Franchisee from HRI for the Business during the term of the Franchise Agreement. In consideration of the mutual promises and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which the parties mutually acknowledge, the parties mutually agree and intend to be legally bound as follows:

1. **EQUIPMENT PURCHASES.** Franchisee agrees to purchase from HRI and HRI agrees to sell to Franchisee the tangible equipment listed on Schedule 1 and each additional Schedule signed and delivered by the parties during the term of this Agreement on the payment terms set forth in each Schedule. Each such separate Schedule shall be in substantially the same form as Schedule 1 and shall be subject in all respects to the terms and conditions in this Agreement, whether or not signed by the parties. All such equipment purchased under this Agreement shall be referred to as the "Equipment." To secure Franchisee's obligations to pay for the Equipment and to dispose of the Equipment in accordance with the Franchise Agreement, Franchisee has granted to HRI the security interest in the Equipment set forth herein.

2. **SHIPMENT, TITLE & RISK OF LOSS.** HRI will arrange for shipment of the Equipment on each Schedule to Franchisee. Risk of loss and title to the Equipment transfers to Franchisee upon delivery, subject to any security interest of HRI retained under this Agreement. Franchisee shall inspect each shipment promptly upon receipt and will be deemed to accept the Equipment as conforming to the Schedule unless any defects or deficiencies are noted to HRI within 2 business days after delivery.

3. **WARRANTIES.** All Equipment is warranted by its manufacturer only. HRI warrants only that the Equipment is delivered with good and merchantable title, free and clear of all liens, claims and encumbrances, and that the Equipment conforms to the requirements set by HRI under the Franchise Agreement. HRI offers other no warranty and assigns to Franchisee any and all rights to any express or implied warranty of each Equipment manufacturer. **THERE ARE NO EXPRESS OR IMPLIED WARRANTIES ON THE EQUIPMENT OFFERED, GIVEN OR PROVIDED BY HRI INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

4. **EQUIPMENT USAGE.** Franchisee agrees not to use the Equipment in any business or manner other than in the conduct of the Business pursuant to the Franchise Agreement. Franchisee acknowledges that the Equipment is proprietary to the Chem-Dry franchise system. The Equipment can only be used with Chem-Dry authorized cleaning solutions and consistent with all mixing and application procedures. Any usage contrary to this provision shall be considered to be a breach of the Franchise Agreement and this Agreement. In such event, HRI may demand and shall have the right to repurchase and immediate return of the Equipment from Franchisee for the purchase price of \$10.00.

5. **TRANSFER OF OWNERSHIP.** Franchisee acknowledges that the Franchise Agreement imposes restrictions and limitations on the resale of the Equipment. Franchisee acknowledges that the Equipment may not be sold, leased, or rented to or used by any other party, except under the conditions stated on the attached repurchase schedule, as provided in the Franchise Agreement, or as permitted in

writing by HRI. The Equipment is proprietary and authorized for use only within the Chem-Dry® franchise network. Franchisee covenants that Franchisee will not transfer title to the Equipment except in one of these three ways:

- 1) Sell the Equipment to another U.S. Chem-Dry Franchisee in good standing under its franchise agreement at a mutually acceptable price. HRI has first right of refusal to purchase the Equipment and must approve any transaction. If HRI financed any portion of the purchase price of the Equipment, the transferee will pay the proceeds to HRI if there is any outstanding balance under the Schedule for the Equipment prior to transfer of the Equipment. A \$50 transfer fee will be paid to HRI by Franchisee for all Equipment transfers. At the time of transfer Franchisee's account with HRI must be current and the purchasing Franchisee may not have any pending default under any agreement with the proposed transferee.
- 2) If Franchisee is terminating or not renewing the Franchise Agreement and Franchisee owns another Chem-Dry franchise, the Equipment (and the liability for any amount owing on the purchase price of the Equipment) will be transferred to that franchise upon written request.
- 3) HRI will repurchase the Equipment in accordance with the table below. The percentages shown assume reasonable wear and tear and regular maintenance. If any components of the original piece of Equipment are missing, or there is damage or excessive wear and tear, HRI reserves the right to make a corresponding adjustment to the repurchase price. The original Total Equipment Price under its Schedule will be reduced to the applicable percentage in effect based on the time elapsed after original purchase.

Time Elapsed After Original Purchase	Percentage of Total Equipment Price
Under 1 year	65%
Under 2 Years	50%
Under 3 Years	35%
Under 4 Years	20%
Under 5 Years	15%
Over 5 Years	Offer After Inspection

6. **RETURN OF EQUIPMENT.** Upon expiration or termination of the Franchise Agreement, Franchisee will cooperate with HRI to allow HRI to arrange for shipment of the Equipment to a location designated by HRI, with HRI paying the freight cost for such shipment, unless Franchisee has arranged for the sale of the Equipment to another Chem Dry franchisee with the consent of HRI.

7. **COVENANTS OF FRANCHISEE.** Franchisee covenants with HRI to (i) use and maintain the Equipment in a lawful manner and so as not to violate any law or regulation of the state, city or other political subdivisions in which Franchisee uses the Equipment; (ii) return, pay and file when due all taxes, fees and similar charges, including without limitation sales or use tax, and ad valorem and personal

property taxes, imposed on the ownership, possession or use of the Equipment; (iii) keep the Equipment free and clear of all liens, security interests, claims and encumbrances except for those incurred through the initial financing of the Equipment from a vendor approved by HRI; (iv) obtain and maintain property insurance on the Equipment covering loss, damage, theft, vandalism and casualty; (v) maintain the Equipment per the manufacturer's maintenance, repair and replacement instructions; (vi) maintain in place any notices, labels or other indicia provided by HRI to indicate that the Equipment is subject to this Agreement; (vii) operate the Business as required under the Franchise Agreement; and (viii) notify HRI when any party claims any interest in the Equipment.

8. **GRANT OF SECURITY INTEREST.** In the event Franchisee's purchase of the Equipment sold under each Schedule is financed by HRI, Franchisee hereby grants to HRI a continuing security interest in all of the Equipment sold to Franchisee under all Schedules, and any additions, accessions, accessories, attachments and replacements of such Equipment, any proceeds and products. The security interest shall continue for the term of this Agreement to secure Franchisee's obligations under this Agreement. Franchisee authorizes HRI to file a financing statement with regards to the Equipment without the necessity of obtaining an additional signature from Franchisee. The rights and remedies of HRI as a secured party under this Agreement and under applicable law are cumulative and non-exclusive. Franchisee agrees to entry for the benefit of HRI by any court of competent jurisdiction without prior notice or the posting of any bond of temporary and permanent injunctions and orders of specific performance to enforce this Agreement or any right or remedy available at law or in equity to HRI.

9. **TERM, DEFAULT AND TERMINATION.** The term of this Agreement shall commence on the effective date set forth above and shall continue in full force and effect until the Franchise Agreement terminates or expires, and all Equipment is subject to proper disposition as provided herein. If Franchisee shall fail to make any payment as and when due under any Schedule, or shall breach any other term or condition of this Agreement, and such failure shall continue for a period of 15 days after HRI gives Franchisee notice of default, then HRI may accelerate the payments due under all Schedules to be immediately due and payable without further notice or opportunity to cure, and may sue Franchisee for amounts owed by Franchisee without resort to any security or assertion of its rights as a secured party.

10. **ADDITIONAL TERMS.** No cancellation, modification, amendment, deletion, addition or other change in this Agreement or any provision hereof shall be effective for any purpose unless specifically set forth in a writing signed by both Parties. Neither Party's delay in exercising or such Party's acquiescence in or waiver of a breach of any term, provision or condition of this Agreement, shall be deemed or construed to operate as a waiver of such Party's rights hereunder, except for the specific instance of delay, failure, acquiescence, or waiver. This Agreement shall be executed in one or more counterparts, each of which shall be considered to be an enforceable original instrument. Franchisee shall not assign or delegate, directly or indirectly, its obligations and liabilities under this Agreement, except as part of a permitted transfer in compliance with the Franchise Agreement. Except for any payment obligation applicable to Franchisee hereunder, any delay or failure of either Party to perform its obligations shall be excused if it is caused by an extraordinary event or occurrence beyond the control of the nonperforming Party and without the nonperforming party's fault or negligence, such as acts of God, fires, floods, windstorms, explosions, natural disasters, wars and sabotage, and terrorism. Raw material or labor shortages are not force majeure events. Written notice of any anticipated delays in performance, including the anticipated duration of the delay must be given within 24 hours of the force majeure event.

11. **INCORPORATION OF TERMS.** This Agreement incorporates by this reference Section 17, paragraphs B through M, as integral terms, conditions, parts and provisions of this Agreement as if written herein.

**IN WITNESS WHEREOF**, the Franchisee and HRI have executed this Agreement effective as of the date first above written.

**Harris Research, Inc.**

**Franchisee**

By: \_\_\_\_\_  
Melanie Parker, Franchise Administrator

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

**Schedule 1**  
**Equipment Purchase**

Date: \_\_\_\_\_

Franchisee: \_\_\_\_\_ Franchise No. \_\_\_\_\_

1. Equipment Purchase. Franchisee agrees to purchase and HRI agrees to sell the following Equipment:

Item	Price
	\$
	\$
	\$
<b>Equipment Total Price</b>	<b>\$</b>
Taxes and Shipping Charge	\$
<b>Total Purchase Price</b>	<b>\$</b>

2. Payment Terms. Franchisee agrees to pay and HRI agrees to accept payment for the Equipment described on this Schedule on the following terms:

- \_\_\_\_\_ 1) The Equipment purchase is associated with the sale of a new Chem-Dry franchise and is included in the initial fee as described in the Franchise Agreement; or
- \_\_\_\_\_ 2) Payment in full at the time the Equipment is ordered.

Franchisee agrees to pay the Taxes and Shipping Charge as invoiced at the time of purchase. In the event any portion of the Total Purchase Price is financed by HRI, outstanding balances will bear 6.5% simple interest. Any monthly installment not paid when due shall bear simple interest at the rate of 1.5% per month.

3. Subject to Agreement. This Schedule is issued under and is subject to the Equipment Sales and Security Agreement to which it relates in all respects.

IN WITNESS WHEREOF, the Franchisee and HRI have executed this Schedule effective as of the date first above written.

**Harris Research, Inc.**

**Franchisee**

By: \_\_\_\_\_  
Melanie Parker  
Director of Franchise Administration

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

## LENDER ADDENDUM

To

### Equipment Sales and Security Agreement

This "Lender Addendum" is made and entered into as of \_\_\_\_\_, 201\_ ("Effective Date") by and among the undersigned lender ("Lender"), the undersigned franchisee ("Franchisee") and Harris Research, Inc., a Utah corporation ("HRI"). This Lender Addendum supplements and amends that certain Equipment Sales and Security Agreement dated \_\_\_\_\_, 20\_\_ (the "Sales Agreement") between HRI and Franchisee. Defined terms from the Sales Agreement are incorporated into this Lender Addendum.

**Background.** HRI and Franchisee have entered into the Sale Agreement ancillary to the Franchisee's entry into the Franchise Agreement with HRI so that Franchisee may obtain certain equipment that is proprietary to HRI and that is necessary to perform Franchisee's obligations under the Franchise Agreement. Lender desires to finance the purchase of the Equipment by Franchisee and take a security interest in the Equipment as collateral for the financing. HRI has restricted the right of the Franchisee to resell and dispose of the Equipment as provided in Section 5 of the Sales Agreement. HRI will consent to the financing of the Equipment purchase by Lender and Franchisee's grant of a security interest in the Equipment subject to and conditioned upon Lender's undertakings as set forth in this Lender Addendum.

In consideration of the premises, the mutual promises herein set forth, and for other good and valuable consideration that the parties mutually acknowledge, the parties mutually agree and intend to be legally bound as follows:

1. Franchisee may grant a security interest to Lender in the Equipment and the proceeds, additions, replacements and accessories thereto, so long as Lender pays to HRI all amounts due and owing under the Sales Agreement at or before the time the security interest attaches to the Equipment. HRI will on Lender's request supply payoff amounts and instructions to Lender. Upon receipt of the payoff amount from Lender or Franchisee, HRI's security interest in the Equipment shall be subordinated to the security interest of Lender, and shall remain in effect for the duration of the Franchise Agreement term. Lender will notify HRI when Lender's financing has been repaid and its security interest released within 15 days after such event.
2. Lender's security interest shall be subject to, and Lender acknowledges that its rights and remedies with regard to the Equipment are limited to, the transfer restrictions set forth in Section 5 of the Sales Agreement. Lender covenants with HRI that Lender will not exercise any rights or remedies against the collateral that is inconsistent with the restrictions on disposition set forth in Section 5. Lender may, upon notice to HRI, marshal and assemble the Equipment for sale in accordance with Section 5 but shall make no use of the Equipment nor rent, lease, sell, lend or donate the Equipment. If Lender is unable to resell the Equipment to another franchisee of HRI within 60 days after first offering the Equipment for sale, then HRI will purchase the Equipment as provided in Section 5.
3. Lender may assign this Lender Addendum to any successor in interest to the financing of the Equipment only after HRI receives a written assumption of the Lender's obligations under this Lender Addendum acceptable to HRI.
4. Lender will copy HRI on any notices of default, termination, foreclosure, marshaling, or similar exercises of the secured party's rights under its agreement with Franchisee. Franchisee consents to the unrestricted exchange of information about Franchisee and the status of its financing or franchise and the related agreements between Lender and HRI.



5. Until HRI is notified by Lender that it has taken possession or constructive possession of the Equipment, HRI may deal with Franchisee as the lawful possessor and operator of the Equipment, and Franchisee shall at all times remain obligated to comply with its obligations to maintain, insure, protect and service the Equipment under the Sales Agreement and to use the Equipment only in compliance with the Franchise Agreement.
6. All notices to Lender, HRI and Franchisee shall be sent to respective address set forth below.
7. Sections 8. 9. 10 and 11 of the Sales Agreement are incorporated by this reference into this Lender Addendum as integral parts hereof.

**IN WITNESS WHEREOF**, Lender, the Franchisee and HRI have executed this Lender Addendum effective as of the date first above written in one or more counterparts.

**Harris Research, Inc.**

By: \_\_\_\_\_  
 Melanie Parker, Franchise Administrator

Address:

**Franchisee**

\_\_\_\_\_  
 Name

\_\_\_\_\_  
 Title

Date: \_\_\_\_\_

Address:

**LENDER:**

\_\_\_\_\_

By: \_\_\_\_\_  
 Name:

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address:

EXHIBIT D

Release Agreements

**RELEASE AGREEMENT**  
**For Franchisees Signing a Successor Franchise Agreement**

**THIS RELEASE AGREEMENT** is made and entered into this    day of   , **20**, by and between Harris Research, Inc., a Utah corporation ("HRI") and    ("Franchisee").

**W I T N E S S E T H:**

**WHEREAS**, HRI and Franchisee entered into that certain Franchise Agreement dated the    day of   , **20** (the "Franchise Agreement"), whereby Franchisee was granted the right to own and operate an Chem-Dry business within the following area,   ;

**WHEREAS**, the Franchise Agreement expires on the    day of   , **20**;

**WHEREAS**, Franchisee desires to acquire a successor franchise for an additional term of five (5) years; and

**WHEREAS**, HRI is willing to grant a successor franchise to Franchisee provided Franchisee meets the requirements of Section 12 of the Franchise Agreement, including but not limited to executing this Agreement concurrently with the execution of a new franchise agreement and payment of the current successor fee to HRI.

**NOW, THEREFORE**, in consideration of the covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **Release**. The Franchisee hereby forever releases, remises and discharges HRI and HRI's affiliates, its shareholders, directors, officers, employees and agents, and all its respective heirs, executors, administrators, successors and assigns, of and from any and all known and unknown claims, causes of action, suits, debts, agreements, promises and demands of whatever nature or kind, in law or in equity, other than those arising from this Agreement, which the Franchisee now has, ever had, or, but for this release, hereafter would or could have relating in any manner to the Franchise Agreement. Franchisee hereby warrants and represents to HRI that he or she has not assigned any of the above-described claims, causes of action, suits, debts, agreements, promises and demands released hereunder.

For franchises in the State of California, the Franchisee acknowledges that this Release Agreement is a general release which extends to all known and unknown claims, causes of action, suits, debts, agreements, promises and demands whether or not claimed or suspected. The Franchisee waives all of the provisions of California Civil Code Section 1542, and similar laws of other jurisdictions. California Civil Code Section 1542 reads as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

2. **Construction and Enforcement**.

(a) **Governing Law**. Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 et seq.), this Agreement will be governed by the laws of the State of Tennessee.

(b) **Binding Effect**. This Agreement is binding upon the parties hereto and their respective executors, administrators, heirs, assigns and successors in interest, and will not be modified except by written agreement signed by Franchisee and HRI.

(c) **Construction**. The preambles are a part of this Agreement, which constitutes the entire agreement of the parties relating to its subject matter. The headings of the several sections and paragraphs hereof are for convenience only and do not define, limit or construe the contents of the sections or paragraphs.

**IN WITNESS WHEREOF**, the parties hereto have executed this Release Agreement as of the date first above written.

**FRANCHISEE**

\_\_\_\_\_  
 Individually & Personally – \*

**Harris Research, Inc.**

\_\_\_\_\_  
**By: Melanie Parker**

**Title: Director of Franchise Administration**

**RELEASE AGREEMENT**

Franchise #\*

For Franchisees Acquiring an Additional Franchise

**THIS RELEASE AGREEMENT** is made and entered into this \* day of \*, 20\*, by and between Harris Research, Inc., a Utah corporation ("HRI") and \* ("Franchisee").

**WITNESSETH:**

**WHEREAS**, HRI and Franchisee have entered into one or more Franchise Agreements (the "Franchise Agreements"), whereby Franchisee was granted the right to own and operate an Chem-Dry business within a specific franchised area;

**WHEREAS**, Franchisee desires to acquire an additional franchise; and

**WHEREAS**, HRI is willing to grant an additional franchise to Franchisee provided Franchisee executes this Agreement concurrently with the execution of a new franchise agreement and pays the required fee to HRI.

**NOW, THEREFORE**, in consideration of the covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **Release.** The Franchisee hereby forever releases, remises and discharges HRI and HRI's affiliates, its shareholders, directors, officers, employees and agents, and all its respective heirs, executors, administrators, successors and assigns, of and from any and all known and unknown claims, causes of action, suits, debts, agreements, promises and demands of whatever nature or kind, in law or in equity, which the Franchisee now has, ever had, or, but for this release, hereafter would or could have arising from the relationship between the parties or relating in any manner to the Franchise Agreements, except for HRI's obligation under the franchise agreement on and after the date of this Agreement. Franchisee hereby warrants and represents to HRI that he or she has not assigned any of the above-described claims, causes of action, suits, debts, agreements, promises and demands released hereunder.

For franchises in the State of California, the Franchisee acknowledges that this Release Agreement is a general release which extends to all known and unknown claims, causes of action, suits, debts, agreements, promises and demands whether or not claimed or suspected. The Franchisee waives all of the provisions of California Civil Code Section 1542, and similar laws of other jurisdictions. California Civil Code Section 1542 reads as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

2. **Construction and Enforcement.**

(a) **Governing Law.** Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 et seq.), this Agreement will be governed by the laws of the State of Tennessee.

(b) **Binding Effect.** This Agreement is binding upon the parties hereto and their respective executors, administrators, heirs, assigns and successors in interest, and will not be modified except by written agreement signed by Franchisee and HRI.

(c) **Construction.** The preambles are a part of this Agreement, which constitutes the entire agreement of the parties relating to its subject matter. The headings of the several sections and paragraphs hereof are for convenience only and do not define, limit or construe the contents of the sections or paragraphs.

**IN WITNESS WHEREOF**, the parties hereto have executed this Release Agreement as of the date first above written.

**FRANCHISEE**

\_\_\_\_\_  
Individually & Personally-\*

\_\_\_\_\_  
Individually & Personally-\*

**HARRIS RESEARCH, INC.**

\_\_\_\_\_  
By: Melanie Parker  
Title: Director, Franchise Administration

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- Operational Standards**
- Services Menu**
- Forms**



EXHIBIT F

Software License Agreement

## Software License Agreement

This Software License Agreement ("Agreement") applies to the online software service(s) made available by Harris Research, Inc. ("HRI") or its vendors (such software and related services being referred to herein as the "Service"). The Service features and capabilities may vary depending on the version or level of the Service provided under this Agreement. As used in this Agreement, the terms "you", "your" or "user" all refer to the Franchisee under the Franchise Agreement ("Franchise Agreement") which may be entering into concurrently with the Agreement. You and HRI agree as follows:

1. Permitted Uses. Subject to the terms and conditions of the Agreement, HRI or its vendors will provide the Service for you to use for the purpose of managing your business data. You will be required to read and agree to be bound by the Agreement. Use of the Service requires access to the World Wide Web. You agree to provide all equipment necessary to make such connection to the World Wide Web.

2. Your Registration Obligations.

2.1. You agree to: (i) provide true, accurate, current and complete information as prompted by the Service's registration form(s) ("Registration Data") and (ii) maintain and promptly update the Registration Data to keep it accurate and complete.

2.2. Content Policy. By submitting data, files, software, text or other content ("Content") by using the Service, you warrant that: (i) you are authorized to submit such Content to HRI, and (ii) the use of Content by HRI and its vendors will not infringe or misappropriate the intellectual property rights of or otherwise violate the rights of any third party.

3. Access, Passwords and Security. You may designate as many users as your account will allow, and you may provide and assign access and passwords to such users. You will be responsible for the confidentiality and use of your access number(s), password(s), and account number(s). You will be responsible for all electronic communications, including account registration and other account holder information, email and financial, accounting and other data including any Content ("Electronic Communications") entered through or under your access number(s), password(s) or account number(s). HRI and its vendors will act as though any Electronic Communications it receives under your access number(s), password(s) or account numbers(s) have been sent by you. You will immediately notify HRI if you become aware of any loss or theft or unauthorized use of any of your access number(s), password(s) and/or account number(s).

4. Franchisee Conduct. You may not: (a) use the Service to impersonate any person or entity, including, but not limited to, an HRI official, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity; (b) interfere with or disrupt the Service or servers or networks connected to the Service; (c) use the Service to violate any applicable law or regulation; (d) use the Service to incite or provide instructional information about illegal activities; (e) use, view or copy any portion of the Service for purposes of creating or modifying a competing product or service; (f) decompile, disassemble, reverse engineer, translate or otherwise attempts to discovery any source code or underlying trade secret pertaining to the Service or modify the Service or any graphic generated by use of the Service; or (g) use, copy, modify, sublicense, or distribute the Service, electronically or otherwise, or any copy, adaptation, transcription or merged portion thereof, except as expressly authorized by HRI.

5. Usage. You agree to use the Service to manage all customer accounts related to any products and/or services that you are authorized or approved to offer or sell under the Franchise Agreement in effect between you and HRI. The Service shall be used solely in connection with the operation of the Franchise and shall not be used to perform information processing for any other person, entity or business.

6. Support: HRI will provide reasonable technical support for the Service as well as training assistance and conversion support. However, any support offered by HRI shall only be for the most current version of

the Service and you are solely responsible for ensuring you obtain and substitute or incorporate any new release or “fixes” issues by HRI.

7. General Practices Regarding Use, Storage and Service Access. You acknowledge that HRI may establish, from time to time, general practices and limits concerning use of the Service. HRI has no responsibility or liability for the deletion or failure to store any Content maintained or transmitted by the Service. In the event of an error with your Service, a service technician will be permitted to access your Content as necessary to resolve the problem. HRI reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

8. Service Level Provisions.

8.1. Service Availability. HRI expects the Service to be provided and hosted by a third party and generally to be available during both regular business hours and non-business hours, but in any event, HRI makes no representations or warranties concerning the availability of the Service.

8.2. Service Maintenance. HRI reserves the right to perform regularly scheduled updates, systems maintenance, and emergency maintenance.

9. Content Ownership and Confidentiality; Security. The names of and all identifying and account information regarding your current customers, former customers and any potential customers or other individuals or entities who have inquired about the services provided by your franchise or any other HRI franchise (the “Customer List”) will be, as governed by the Franchise Agreement, considered confidential information and a trade secret of HRI. You agree not to disclose the Customer List, or any portion thereof, to any individual or entity other than HRI and to take all reasonable precautions to insure that Your employees and/or contractors agree not to disclose such information to unauthorized third parties. You will not use the Customer List except to operate your franchise in accordance with the Franchise Agreement. HRI will use commercially reasonable efforts to protect, and to cause its vendors to protect, the security of the Content, including requiring its vendor to minimally maintain comprehensive general liability and internet professional and security liability insurance coverage, but in any event, HRI makes no representations or warranties concerning the security of the Content.

10. Modifications to the Service. HRI reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with reasonable notice to you. HRI will not be liable to you for any modification, suspension or discontinuance of the Service however, in the event of discontinuance HRI will provide reasonable Content transition assistance. HRI may specify from time to time the hardware and software required in order to use the Service (e.g., supported browser versions).

11. Modifications to the Terms of Service. HRI may modify the Agreement if necessary to comply with any other agreements that HRI is currently bound by or will be bound by in the future, and/or with applicable law, as well as to adjust to changing business circumstances. HRI will notify you of any changes to the Agreement, and your continued use of the Service will constitute your acceptance of the revised Agreement.

12. Fees. You agree to pay the then-current fees charged by HRI for the Service. Additional fees may apply for optional features of the Service; and may apply in the event you elect to transfer from one level of the Service to another. HRI reserves the right to modify its fees.

13. Termination and Indemnity. HRI may suspend or terminate your account and/or deny you access to, use of, or submission of Content for, all or part of the Service, without prior notice, if you engage in any conduct that violates this Agreement. You agree to defend, indemnify and hold HRI harmless from and against any and all claims, losses, liability costs and expenses (including but not limited to attorneys’ fees) arising from your violation of the Agreement.

14. Links. The Service may provide links to other World Wide Web sites or resources. HRI is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. HRI will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

15. HRI Proprietary Rights. The Service is being licensed, not sold, to you by HRI. The Agreement does not grant to you any ownership interest in the Service, and HRI and its vendors reserve and will retain their entire right, title and interest in and to the Service and all intellectual property rights arising out of or relating to the Service except as expressly granted to you by Section 1 of the Agreement.

16. No Resale, Etc. of the Service. You will not copy, sell, resell, rent or sublicense, lease, loan, redistribute, or create a derivative work of any portion of the Service. You will not engage in unauthorized use of the Service, or access to the Service by any unapproved means.

17. Confidentiality. You will keep all information regarding the Service (including its operation and interfaces) strictly confidential and will share such information only as necessary to enable you to use the Service as contemplated by Section 1 of this Agreement.

18. Assignment. You will not assign any of your rights or delegate any of your responsibilities hereunder without the prior written consent of HRI. Any purported assignment or delegation in violation of this Section 18 will be null and void. No assignment or delegation will relieve you of any of your obligations hereunder. HRI will be permitted to assign its rights and delegate its responsibilities hereunder to any successor entity.

19. No Third-Party Beneficiaries. The Agreement is for the sole benefit of you and HRI (and their respective successors and permitted assigns) and nothing herein, express or implied, is intended to or will confer on any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of the Agreement.

20. Limitation of Liability.

(a) HRI AND ITS VENDORS, OFFICERS, AGENTS OR EMPLOYEES WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, CONTENT OR OTHER INTANGIBLE LOSSES (EVEN IF HRI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE, CONTENT AND/OR ANY INFORMATION; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, CONTENT, INFORMATION OR SERVICE PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) ANY OTHER MATTER RELATING TO THE SERVICE.

(b) HRI WILL NOT BE LIABLE FOR ANY (i) INTERRUPTION OF BUSINESS, (ii) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO THIS SITE OR THE WEB SITE(S) YOU ACCESS THROUGH THIS SERVICE; (iii) CONTENT NON-DELIVERY, MIS-DELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION; OR (iv) EVENTS BEYOND HRI'S REASONABLE CONTROL.

(c) IN NO EVENT WILL HRI'S MAXIMUM AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT PAID BY YOU TO HRI FOR THE SERVICE DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES, OUR LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW.

21. General. Except for, and subject to, the Franchise Agreement in effect between you and HRI, this Agreement constitutes the entire agreement between you and HRI with respect to the Service and governs your use of the Service. You also may be subject to additional terms and conditions that may apply when you use affiliated or other HRI services, third-party content or third-party software. Any dispute arising under or in connection with this Agreement will be resolved in accordance with the dispute resolution provisions (including any provisions regarding arbitration, governing law, and/or consent to jurisdiction) contained in the Franchise Agreement. This Agreement does not limit any rights that HRI may have under trade secret, copyright, patent, trademark or other laws. The failure to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Agreement remain in full force and effect. Any claim or cause of action arising out of or related to use of the Agreement or the Service must be filed within one (1) year after such claim or cause of action arose or be forever barred. If any litigation or other dispute resolution proceeding is commenced between parties to this Agreement to enforce or determine the rights or responsibilities of the parties, the prevailing party or parties in the proceeding will be entitled to receive, in addition to any other relief granted, its reasonable attorneys' fees, expenses, and costs incurred preparing for and participating in the proceeding. The section titles in the Agreement are for convenience only and have no legal or contractual effect. The Agreement will inure to the benefit of HRI and its successors and assigns.

22. Survival. Accrued payment obligations and Sections 9, 13, 15, 17, 18, 19, 20, 21 and 22 in the Agreement shall survive the termination of the Agreement.

If Individuals:

If Corporation Or Other Entity:

\_\_\_\_\_  
FRANCHISEE – Individually and Personally

\_\_\_\_\_  
Name of Entity

\_\_\_\_\_  
FRANCHISEE – Individually and Personally

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**HARRIS RESEARCH, INC.**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

Date: \_\_\_\_\_



The onTrack software is billed monthly to the **Payment Information** listed below.

AUTOMATIC RECURRING BILLING IS \$89.95 A MONTH PLUS TAX.

A \$200 one-time charge is assessed if you choose to import pre-existing customer data into your onTrack account. Franchise

Number: \_\_\_\_\_

Contact Name: \_\_\_\_\_

**PAYMENT INFORMATION**

MONTHLY CHARGE: \$89.95 PLUS APPLICABLE TAX

Credit Card:     Amex    Visa    MasterCard    Discover

Name on Card: \_\_\_\_\_

Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

ECheck:

Routing Number: \_\_\_\_\_

Account #: \_\_\_\_\_

Signature: \_\_\_\_\_

**Terms and acceptance:** I agree to pay for the onTrack software access monthly with the above-listed credit card to be charged \$89.95 plus applicable tax. I hereby authorize a single \$200 data-import fee if data was imported into onTrack (per data import instance). Fees may be subject to annual CPI increase. Unlimited users, software training, mobile access, and tier-one support are included.

SEND BY FAX:    (615) 712-8240

Send by Email:    accounting@hrisupport.com

Send by Mail:    124 12th Ave South Suite 300 Nashville, TN 37203



## EXHIBIT G

### List of Franchisees

Name	Street 1	City	State	ZIP Code	Bus Phone
<b>ALASKA FRANCHISES</b>					
Golden Heart Chem-Dry	PO BOX 82877	FAIRBANKS	AK	99708	(907) 488-1648 Ext. 0000
<b>ALABAMA FRANCHISES</b>					
Campbell's Chem-Dry CC	1459 GUNTERSVILLE ROAD	ARAB	AL	35016	(256) 586-3505 Ext. 0000
Mountainview Chem-Dry V	5608 Clifford Circle Ste A	BIRMINGHAM	AL	35210	(205) 595-0100 Ext. 0000
Mountainview Chem-Dry	5608 CLIFFORD CIRCLE STE A	BIRMINGHAM	AL	35210	(205) 870-1692 Ext. 0000
Mountainview Chem_Dry VIII	5608 Clifford Circle, Ste. A	BIRMINGHAM	AL	35210	(205) 870-1692 Ext. 0000
Mountainview Chem_Dry IX	5608 Clifford Circle, Ste. A	BIRMINGHAM	AL	35210	(205) 870-1692 Ext. 0000
Mountainview Chem-Dry XI	5608 Clifford Circle, Ste. A	BIRMINGHAM	AL	35210	(205) 870-1692 Ext. 0000
Mountainview Chem-Dry II	5608 Clifford Circle Ste A	BIRMINGHAM	AL	35210	(205) 553-6334 Ext. 0000
Mountainview Chem-Dry VII	5608 Clifford Circle Ste A	BIRMINGHAM	AL	35210	(205) 981-0035 Ext. 0000
Mountainview Chem-Dry III	5608 Clifford Circle Ste A	BIRMINGHAM	AL	35210	(205) 981-0035 Ext. 0000
Mountainveiw Chem-Dry VI	5608 CLIFFORD CIRCLE STE A	BIRMINGHAM	AL	35210	(205) 833-7991 Ext. 0000
Mountainview Chem-Dry IV	5608 CLIFFORD CIRCLE, STE A	BIRMINGHAM	AL	35210	(205) 640-0255 Ext. 0000
Mountainview Chem-Dry X	5608 Clifford Circle, Ste. A	BIRMINGHAM	AL	35210	(205) 870-1692 Ext. 0000
Mountainview Chem-Dry XII	5608 Clifford Circle, Ste. A	BIRMINGHAM	AL	35210	(205) 870-1692 Ext. 0000
Chem-Dry of the Port City	205 Montclair Loop	DAPHNE	AL	36526	(251) 450-4447 Ext. 0000
Boll Weevil Chem-Dry	112 HARRAND CREEK DRIVE	ENTERPRISE	AL	36330	(334) 447-0242 Ext. 0000
Houston County Chem-Dry	112 HARRAND CREEK DR	ENTERPRISE	AL	36330	(334) 447-0242 Ext. 0000
Boll Weevil Chem-Dry II	112 HARRAND CREEK DR	ENTERPRISE	AL	36330	(334) 447-0242 Ext. 0000
Chem-Dry on the Shore II	2835 SO. PINE STREET	FOLEY	AL	36535	(251) 955-1238 Ext. 0000
Chem-Dry on the Shore IV	2835 SO. PINE STREET	FOLEY	AL	36535	(251) 955-1238 Ext. 0000
Gregerson's Chem-Dry	284 NORTH 3RD STREET	GADSDEN	AL	35901	(256) 442-2700 Ext. 0000
All Star Chem-Dry	284 NORTH 3RD STREET	GADSDEN	AL	35901	(256) 442-2700 Ext. 0000
All Star Chem-Dry III	284 NORTH 3RD STREET	GADSDEN	AL	35901	(256) 442-2700 Ext. 0000
All Seasons Chem-Dry of Morgan County	389 Cherry Street, NW	HARTSELLE	AL	35640	(256) 260-3791 Ext. 0000
Jubilee Chem-Dry II	3116 RIVIERE DU CHIEN LOOP E	MOBILE	AL	36693	(251) 660-8333 Ext. 0000
Chem-Dry 'By the Bay'	590 B SCHILLINGER RD S PMR 6	MOBILE	AL	36695	(251) 633-3736 Ext. 0000
Jubilee Chem-Dry	3116 Riviere Du Chien Loop E	MOBILE	AL	36693	(251) 990-8990 Ext. 0000
Longleaf Chem-Dry	3926 Hall Mill Road	MOBILE	AL	36693	(251) 660-2151 Ext. 0000
Welchs Chem-Dry II	1508 KATRINA PLACE	MONTGOMERY	AL	36117	(334) 286-9271 Ext. 0000
Welchs Chem-Dry	PO BOX 230116	MONTGOMERY	AL	36123	(334) 286-9271 Ext. 0000
Chem-Dry of East Alabama	PO BOX 428	OPELIKA	AL	36803	(334) 741-3930 Ext. 0000
<b>ARKANSAS FRANCHISES</b>					
Chem-Dry by Wisdom	1067 HIGHLAND BLVD	CABOT	AR	72023	(501) 834-4346 Ext. 0000
Chem-Dry of Crawford & Sebastian County	1533 North Greenwood Avenue	FORT SMITH	AR	72901	(479) 646-8800 Ext. 0000
Chem-Dry Gold	14211 High Point Drive	Little Rock	AR	72211	(501) 329-4600 Ext. 0000
Chem-Dry Action	14211 High Point Drive	Little Rock	AR	72211	(501) 851-6666 Ext. 0000
Chem-Dry of Benton	14211 High Point Drive	Little Rock	AR	72211	(501) 776-1330 Ext. 0000
A + Chem-Dry	PO BOX 198	NEWARK	AR	72562	(870) 799-8788 Ext. 0000
CHEM-DRY OF NW ARKANSAS	407 BUFFALO GAP DRIVE	SILOAM SPRINGS	AR	72761	(479) 553-9156 Ext. 0000
CHEM-DRY OF NW ARKANSAS II	407 BUFFALO GAP DRIVE	SILOAM SPRINGS	AR	72761	(479) 524-6705 Ext. 0000
<b>ARIZONA FRANCHISES</b>					
Anderson's Chem-Dry II	1377 E. Florence Blvd., Suite 151-80	CASA GRANDE	AZ	85122	(520) 316-9446 Ext. 0000
Anderson's Chem-Dry	1377 E. Florence Blvd., Suite 151-80	CASA GRANDE	AZ	85122	(520) 316-9446 Ext. 0000
Absolutely Chem-Dry	1900 W. CHANDLER BLVD., STE 15-388	CHANDLER	AZ	85224	(480) 751-9304 Ext. 0000



M & D Chem-Dry	11825 W. BANFF LN.	EL MIRAGE	AZ	85335	(623) 337-5952 Ext. 0000
A Quality Chem-Dry	2761 Nakai Trail	FLAGSTAFF	AZ	86001	(928) 525-3188 Ext. 0000
A Quality Chem-Dry II	2761 Nakai Trail	FLAGSTAFF	AZ	86001	(928) 525-3188 Ext. 0000
Caliber Chem-Dry	4154 E MEGAN STREET	GILBERT	AZ	85295	(480) 924-5570 Ext. 0000
Chem-Dry of Arizona II	3386 E. VAUGHN AVE	GILBERT	AZ	85234	(480) 924-5669 Ext. 0000
Desert Chem-Dry	5633 W. WEST WIND DRIVE	GLENDALE	AZ	85310	(602) 504-6711 Ext. 0000
Spencer's Chem-Dry	6498 W. WAHALLA LANE	GLENDALE	AZ	85308	(623) 362-1300 Ext. 0000
Chem-Dry of Mesa/Tempe/Chandler	14481 W. Edgemont Ave	GOODYEAR	AZ	85395	(877) 655-5150 Ext. 0000
Spencer's Chem-Dry II	14481 W. EDMONT AVE.	GOODYEAR	AZ	85395	(623) 412-1311 Ext. 0000
Chem-Dry of Green Valley	PO BOX 894	GREEN VALLEY	AZ	85622	(520) 625-0051 Ext. 0000
Action Chem-Dry	2113 W. ACOMA BLVD, BLDG 2	LAKE HAVASU CITY	AZ	86403	(928) 758-2040 Ext. 0000
Action Chem-Dry II	2113 W. ACOMA BLVD, BLDG 2	LAKE HAVASU CITY	AZ	86403	(928) 692-2040 Ext. 0000
Chem-Dry of Arizona	PO BOX 22142	MESA	AZ	85277	(602) 275-5666 Ext. 0000
Crystal Chem-Dry	PO BOX 22142	MESA	AZ	85277	(480) 924-8241 Ext. 0000
Sherman Family Chem-Dry	929 E JUANITA AVE #104	MESA	AZ	85204	(480) 218-1292 Ext. 0000
Brimley's White Glove Chem-Dry	320 SOUTH NINA DRIVE SUITE 17	MESA	AZ	85210	(480) 649-3663 Ext. 0000
Brimley's White Glove Chem-Dry II	320 SOUTH NINA DRIVE SUITE 17	MESA	AZ	85210	(480) 649-3663 Ext. 0000
Sherman Family Chem-Dry II	929 E JUANITA AVE #104	MESA	AZ	85204	(480) 991-9700 Ext. 0000
Dr. Chem-Dry Carpet & Tile Cleaning	21436 N. Central Ave.	Phoenix	AZ	85024	(602) 243-6379 Ext. 0000
Dr. Chem-Dry Carpet & Tile Cleaning	21436 N. Central Ave.	Phoenix	AZ	85024	(602) 243-6379 Ext. 0000
Chem-Dry by Charlie	2510 EAST TAXIDEA WAY	PHOENIX	AZ	85048	(480) 706-4026 Ext. 0000
Coughlin Chem-Dry	5706 NORTH 11TH WAY	PHOENIX	AZ	85014	(602) 246-2526 Ext. 0000
Dr. Chem-Dry Carpet & Tile Cleaning	21436 N. Central Ave.	Phoenix	AZ	85024	(602) 243-6379 Ext. 0000
ASAP Chem-Dry	6216 N 30TH DR	PHOENIX	AZ	85017	(602) 433-2595 Ext. 0000
H & F Chem-Dry	1807 WEST CAMPBELL	PHOENIX	AZ	85015	(602) 274-5297 Ext. 0000
Dr. Chem-Dry Carpet & Tile Cleaning	21436 N. Central Ave.	Phoenix	AZ	85024	(602) 243-6379 Ext. 0000
AAA Advanced Chem-Dry	822 EAST MYRTLE	PHOENIX	AZ	85020	(602) 997-0482 Ext. 0000
Anthem-Desert Hills Chem-Dry	16601 N. 25TH AVE. STE. 111	PHOENIX	AZ	85023	(623) 915-3436 Ext. 0000
Mertz Chem-Dry	322 EAST OREGON AVE	PHOENIX	AZ	85012	(602) 274-6490 Ext. 0000
Oasis Chem-Dry II	16825 N. 14th Street, #75	PHOENIX	AZ	85022	(602) 476-2055 Ext. 0000
Oasis Chem-Dry	16825 N. 14th Street, #75	PHOENIX	AZ	85022	(602) 476-2055 Ext. 0000
ASAP Chem-Dry II	6216 N 30th DR	PHOENIX	AZ	85017	(602) 433-2595 Ext. 0000
All-Bright Chem-Dry	3161 NORTH MOUNTAIN VIEW DRIVE	PRESCOTT VALLEY	AZ	86314	(928) 772-1730 Ext. 0000
Gilbert & Son Chem-Dry	3161 N MOUNTAIN VIEW DR	PRESCOTT VALLEY	AZ	86314	(928) 772-1730 Ext. 0000
Gilbert & Son Chem-Dry II	3161 NORTH MOUNTAINVIEW DRIVE	PRESCOTT VALLEY	AZ	86314	(928) 772-1730 Ext. 0000
Springfresh Chem-Dry II	19395 E. CARRIAGE WAY	QUEEN CREEK	AZ	85142	(480) 655-6987 Ext. 0000
RJ's Country Chem-Dry	812 CENTRAL AVE	SAFFORD	AZ	85546	(928) 428-1010 Ext. 0000
McGeorge Brothers Chem-Dry	6617 E CALLE REDONDO	SCOTTSDALE	AZ	85251	(602) 996-8059 Ext. 0000
Chem-Dry of Scottsdale and Paradise Valley	6219 EAST THUNDERBIRD ROAD	SCOTTSDALE	AZ	85254	(480) 991-2277 Ext. 0000
Navapache Chem-Dry	PO BOX 1810	SHOW LOW	AZ	85902-1810	(928) 537-8163 Ext. 0000
Navapache Chem-Dry II	PO BOX 1810	SHOW LOW	AZ	85902-1810	(928) 537-8163 Ext. 0000
Chem-Dry of Cochise	PO BOX 184	SIERRA VISTA	AZ	85636	(520) 458-6235 Ext. 0000
Son Light Chem-Dry	31021 N. 166th AVENUE	SURPRISE	AZ	85387	(623) 322-5836 Ext. 0000
Son Light Chem-Dry II	31021 N. 166th AVENUE	SURPRISE	AZ	85387	(623) 322-5836 Ext. 0000
Nick's Chem-Dry	14425 N. 150th Avenue	SURPRISE	AZ	85379	(623) 792-8103 Ext. 0000
Century Chem-Dry	625 W. 1st St., Apt#329	TEMPE	AZ	85281	(480) 890-2101 Ext. 0000
Metro Valley Chem-Dry	PO BOX 25950	TEMPE	AZ	85285-5950	(602) 424-0345 Ext. 0000

Chem-Dry of Tucson	3434 E KLEINDALE SUITE D	TUCSON	AZ	85716	(520) 296-0052 Ext. 0000
Sunbright Chem-Dry	3712 W. SUNBRIGHT DRIVE	TUCSON	AZ	85742	(520) 885-1389 Ext. 0000
K & L Chem-Dry	100 NORTH EASTERN SLOPE LP.	TUCSON	AZ	85748	(520) 296-7561 Ext. 0000
Boyd's Chem-Dry	6795 E. CALLE LA PAZ #14101	TUCSON	AZ	85715	(520) 760-2244 Ext. 0000
Aztec Chem-Dry	PO BOX 32573	TUCSON	AZ	85751	(520) 881-1263 Ext. 0000
Air Fresh Chem-Dry	PO Box 68020	TUCSON	AZ	85737	(520) 297-3999 Ext. 0000
Santa Rita Chem-Dry	3232 W. PHILADELPHIA LANE	TUCSON	AZ	85741	(520) 744-4127 Ext. 0000
J & J Chem-Dry	3232 W. PHILADELPHIA LANE	TUCSON,	AZ	85741	(520) 744-9333 Ext. 0000
Chem-Dry of Lake Havasu	1510 Riverview Drive	Madera	CA	93637	(928) 854-4576 Ext. 0000
Chem-Dry of Yuma County	1510 RIVERVIEW DRIVE	MADERA	CA	93637	(928) 726-6366 Ext. 0000
On The Spot Chem-Dry	P.O. BOX 1327	MILTON	WA	98354	(602) 358-9470 Ext. 0000
On the Spot Chem-Dry II	P.O. BOX 1327	MILTON	WA	98354	(480) 274-5433 Ext. 0000
<b>CALIFORNIA FRANCHISES</b>					
All Seasons Chem-Dry IV	9520 W. Escondido Canyon Road	Agua Dulce	CA	91390	(800) 724-5531
Chem-Dry Clean Masters	9520 W. Escondido Cyn. Road	AGUA DULCE	CA	91390	(800) 724-5531 Ext. 0000
All Seasons Chem-Dry II	9520 W. Escondido Canyon Road	Agua Dulce	CA	91390	(800) 724-5531
Chem-Dry Clean Masters I	9520 W. Escondido Canyon Road	Agua Dulce	CA	91390	(800) 724-5531 Ext. 0000
Chem-Dry Clean Masters II	9520 W. Escondido Canyon Road	Agua Dulce	CA	91390	(800) 724-5531 Ext. 0000
Surfside Chem-Dry	9520 W ESCONDIDO CANYON RD	AGUA DULCE	CA	91390	(800) 724-5531 Ext. 0000
Chem-Dry by C & G	9520 W. Escondido Cyn. Road	Agua Dulce	CA	91390	(661) 296-3175 Ext. 0000
Capitol Chem-Dry	206 N EVELYN	ANAHEIM	CA	92805	(800) 452-4363 Ext. 0000
TRUE CLEAN CHEM-DRY	2855 W. ORANGE AVENUE	ANAHEIM	CA	92804	(714) 350-6103 Ext. 0000
All Star Chem-Dry	5753 East Santa Ana Canyon Road	Anaheim Hills	CA	92807	(951) 212-3976
All Seasons Chem-Dry I	9520 W. Escondido Canyon Road	Aqua Dulce	CA	91390	(805) 988-1249 Ext. 0000
Chem-Dry of the Valley	P O BOX 682	ATWATER	CA	95301	(209) 357-4448 Ext. 0000
McGeorge Brothers Chem-Dry I	1510 MARION DRIVE	BAKERSFIELD	CA	93307	(661) 366-9061 Ext. 0000
McGeorge Brothers Chem-Dry II	1510 MARION DRIVE	BAKERSFIELD	CA	93307	(661) 366-9061 Ext. 0000
McGeorge Brothers Chem-Dry III	1510 MARION DRIVE	BAKERSFIELD	CA	93307	(661) 366-9061 Ext. 0000
Bakersfield Chem-Dry	4600 DISTRICT BLVD	BAKERSFIELD	CA	93313	(661) 397-7915 Ext. 0000
Peninsula Chem-Dry II	101 INDRUSTRIAL RD #9	BELMONT	CA	94002	(650) 322-5777 Ext. 0000
Nance's Chem-Dry	101 INDUSTRIAL RD #5	BELMONT	CA	94002	(415) 584-2466 Ext. 0000
Nance's Chem-Dry	101 INDUSTRIAL RD. #5	BELMONT	CA	94002	(650) 592-7110 Ext. 0000
Peninsula Chem-Dry	101 INDUSTRIAL RD #9	BELMONT	CA	94002	(650) 347-6972 Ext. 0000
A & S Chem-Dry	938 ADAMS ST	BENICIA	CA	94510	(866) 924-3637 Ext. 0000
A & S Chem-Dry	938 ADAMS ST	BENICIA	CA	94510	(866) 924-3637 Ext. 0000
A & S Chem-Dry	938 ADAMS ST	BENICIA	CA	94510	(866) 924-3637 Ext. 0000
A & S Chem-Dry	938 ADAMS ST	BENICIA	CA	94510	(866) 924-3637 Ext. 0000
A & S Chem-Dry	938 ADAMS ST	BENICIA	CA	94510	(866) 924-3637 Ext. 0000
A & S Chem-Dry	938 ADAMS ST	BENICIA	CA	94510	(866) 924-3637 Ext. 0000
A & S Chem-Dry	938 ADAMS ST	BENICIA	CA	94510	(866) 924-3637 Ext. 0000
A & S Chem-Dry	938 ADAMS ST	BENICIA	CA	94510	(866) 924-3637 Ext. 0000
A & S Chem-Dry	938 ADAMS STREET	BENICIA	CA	94510	(707) 748-7726 Ext. 0000
Peachy-Kleen Chem-Dry II	14615 BIG BASIN WAY	BOULDER CREEK	CA	95006	(831) 338-9791 Ext. 0000
Peachy-Kleen Chem-Dry III	14615 Big Basin Way	Boulder Creek	CA	95006	(831) 338-9791 Ext. 0000
All Points Chem-Dry III	543 S BREA BLVD	BREA	CA	92821	(714) 671-9466 Ext. 0000
M.I.T. Chem-Dry	654 Cliffwood	BREA	CA	92821	(714) 671-7800 Ext. 0000
All Points Chem-Dry II	543 S BREA BLVD	BREA	CA	92821	(562) 697-9911 Ext. 0000

All Points Chem-Dry IV	543 S BREA BLVD	BREA	CA	92821	(714) 993-7888 Ext. 0000
All Points Chem-Dry	543 S BREA BLVD	BREA	CA	92821-5305	(714) 671-9466 Ext. 0000
All Points Chem-Dry V	543 S BREA BLVD	BREA	CA	92821	(951) 500-7822 Ext. 0000
Bomar Chem-Dry	543 S. BREA BLVD.	BREA	CA	92821	(714) 671-1811 Ext. 0000
Bomar Chem-Dry II	543 S. BREA BLVD.	BREA,	CA	92821	(562) 697-7399 Ext. 0000
King's Chem-Dry II	PO BOX 10037	BURBANK	CA	91510	(818) 905-9292 Ext. 0000
King's Chem-Dry	P.O. BOX 10037	BURBANK	CA	91510	(818) 954-9292 Ext. 0000
Chem-Dry of Burbank	1513 NORTH FAIRVIEW ST	BURBANK	CA	91505	(818) 845-4088 Ext. 0000
KING'S CHEM-DRY IV	P.O. BOX 10037	BURBANK	CA	91510	(818) 954-9292 Ext. 0000
King's Chem-Dry III	P.O. BOX 10037	BURBANK	CA	91510	(818) 954-9292 Ext. 0000
Baker's Chem-Dry	18 ADRIAN COURT #18	BURLINGAME	CA	94010	(650) 347-1323 Ext. 0000
Baker's Chem-Dry	2 ADRIAN CT #18	BURLINGAME	CA	94010	(650) 347-1323 Ext. 0000
Baker's Chem-Dry II	2 ADRIAN CT #18	BURLINGAME	CA	94010	(650) 347-1323 Ext. 0000
A-Aalpha Chem-Dry	23679 CALABASAS ROAD #187	CALABASAS	CA	91302	(818) 591-7717 Ext. 0000
Chem-Dry of Santa Clarita Valley	20230 SUMMIT VIEW DR	CANYON COUNTRY	CA	91351	(661) 251-6051 Ext. 0000
B "N" K Chem-Dry	390 OAK AVE SUITE C	CARLSBAD	CA	92008	(949) 463-8585 Ext. 0000
B "N" K Chem-Dry II	390 OAK AVE STE C	CARLSBAD	CA	92008	(760) 471-8100 Ext. 0000
B N K Chem-Dry III	390 OAK AVE STE C	CARLSBAD	CA	92008	(949) 463-8585 Ext. 0000
Van's Chem-Dry II	5221 BELLWOOD WAY	carmichael	CA	95608	(916) 685-5856 Ext. 0000
Chem-Dry Oasis	10952 NOBLE STREET	CHERRY VALLEY	CA	92223	(951) 849-0498 Ext. 0000
Chem-Dry Oasis II	10952 NOBLE STREET	CHERRY VALLEY	CA	92223	(951) 849-0498 Ext. 0000
Chem-Dry of North Valley II	4243 KEEFER RD	CHICO	CA	95973-9774	(530) 873-4258 Ext. 0000
Chem-Dry of North Valley	4243 KEEFER RD	CHICO	CA	95973-9774	(530) 879-9152 Ext. 0000
Chem-Dry of North Valley III	4243 KEEFER RD	CHICO	CA	95973-9774	(530) 533-2944 Ext. 0000
Chem-Dry of North Valley IV	4243 KEEFER RD	CHICO	CA	95973-9774	(530) 673-4040 Ext. 0000
Chem-Dry of North Valley V	4243 KEEFER RD	CHICO	CA	95973-9774	(530) 891-6747 Ext. 0000
Chem-Dry by Frank	12388 APPLE DRIVE	CHINO	CA	91710	(951) 697-4280 Ext. 0000
Mario's Chem-Dry	1765 SIERRA VERDE ROAD	CHULA VISTA	CA	91913	(619) 260-1002 Ext. 0000
All Clean Chem-Dry	491 HERNDON #266	CLOVIS	CA	93612	(559) 292-9070 Ext. 0000
Chem-Dry East Bay	2180 SMITH LANE	CONCORD	CA	94518	(925) 356-2300 Ext. 0000
Chem-Dry East Bay III	2180 SMITH LANE	CONCORD	CA	94518	(707) 747-6900 Ext. 0000
Chem-Dry East Bay II	2180 SMITH LANE	CONCORD	CA	94518	(925) 777-1200 Ext. 0000
Home Pride Chem-Dry	211 GRANITE ST. SUITE A	CORONA	CA	92879	(909) 740-8964 Ext. 0000
Home Pride Chem-Dry VIII	211 GRANITE STREET STE A	CORONA	CA	92879	(951) 278-8080 Ext. 0000
Home Pride Chem-Dry VI	211 GRANITE ST #A	CORONA	CA	92879	(714) 200-2819 Ext. 0000
All Preferred Chem-Dry	4994 Shadydale Lane	CORONA	CA	92880	(951) 735-4076 Ext. 0000
Home Pride Chem-Dry VII	211 GRANITE ST #A	CORONA	CA	92879	(626) 608-1542 Ext. 0000
Home Pride Chem-Dry V	211 GRANITE ST #A	CORONA	CA	92879	(626) 863-4031 Ext. 0000
Home Pride Chem-Dry II	211 GRANITE ST #A	CORONA	CA	92879	(760) 513-1446 Ext. 0000
Circle City Chem-Dry	1151 BELRIDGE PL	CORONA	CA	92881	(951) 734-7912 Ext. 0000
Home Pride Chem-Dry IX	211 GRANITE ST STE A	CORONA	CA	92879	(562) 684-6385 Ext. 0000
Home Pride Chem-Dry III	211 GRANITE STREET SUITE A	CORONA	CA	92879	(951) 281-7329 Ext. 0000
Home Pride Chem-Dry IV	211 GRANITE ST #A	CORONA	CA	92879	(951) 260-2637 Ext. 0000
Chem-Dry of Irvine/Newport	164 Albert Place, Unit B	Costa Mesa	CA	92627	(949) 722-8297 Ext. 0000
Orange Coast Chem-Dry	1300 ADAMS AVE #4F	COSTA MESA	CA	92626	(949) 631-5015 Ext. 0000
Chem-Dry of Sonoma County	Post Office Box 7512	Cotati	CA	94931	(707) 575-7869 Ext. 0000
SADDLEBACK VALLEY CHEM-DRY	18 RUNNING BROOK DRIVE	COTO DE CAZA	CA	92679	(949) 333-9325 Ext. 0000

Chem-Dry of Red Bluff	17435 CAROLYN RD	COTTONWOOD	CA	96022	(530) 529-3024 Ext. 0000
Chem-Dry of the Foothills II	172 E DEXTER ST	COVINA	CA	91723	(626) 357-7070 Ext. 0000
Chem-Dry of the Foothills	172 E. DEXTER ST.	COVINA	CA	91723	(626) 357-7070 Ext. 0000
Chem-Dry of the Foothills III	172 E. DEXTER ST.	COVINA	CA	91723	(626) 357-7070 Ext. 0000
Chem-Dry of the Foothills VII	172 E DEXTER ST	COVINA	CA	91723	(909) 592-4557 Ext. 0000
Chem-Dry of the Foothills VI	172 E. DEXTER ST.	COVINA	CA	91723	(626) 357-7070 Ext. 0000
Chem-Dry of the Foothills V	172 E DEXTER ST	COVINA	CA	91723	(626) 357-7070 Ext. 0000
Chem-Dry by the Sea	4331 SAWTELLE BLVD	CULVER CITY	CA	90230	(800) 397-8817 Ext. 0000
Mitchell's Chem-Dry	20660 Stevens Creek Blvd. #242	Cupertino	CA	95014	(408) 390-4330 Ext. 0000
Chem-Dry Classic	818 DONOVAN COURT	DAVIS	CA	95618	(916) 486-8802 Ext. 0000
Singleton & Sons Chem-Dry III	483 WOODBLUFF ST.	DUARTE	CA	91010	(626) 357-5151 Ext. 0000
Singleton & Sons Chem-Dry	483 WOODBLUFF ST.	DUARTE	CA	91010	(626) 357-5151 Ext. 0000
Singleton & Sons Chem-Dry II	483 WOODBLUFF ST.	DUARTE	CA	91010	(626) 357-5151 Ext. 0000
Mitchell's Chem-Dry II	252 AZALIA DRIVE	EAST PALO ALTO	CA	94303	(650) 814-1644 Ext. 0000
MAHAL CHEM-DRY	1210 Petree Street	El Cajon	CA	92020	(619) 361-2441 Ext. 0000
Spark's Chem-Dry	105 APPLGROVE CIRCLE	EL DORADO HILLS	CA	95762	(916) 532-1080 Ext. 0000
Spark's Chem-Dry II	105 APPLGROVE CIRCLE	EL DORADO HILLS	CA	95762	(916) 941-7254 Ext. 0000
Walsh's Chem-Dry	P O BOX 389	EL VERANO	CA	95433	(707) 939-9495 Ext. 0000
Walsh's Chem-Dry II	P O BOX 389	EL VERANO	CA	95433	(707) 939-9495 Ext. 0000
Chem-Dry of North County I	1948 DON LEE PLACE STE 2	ESCONDIDO	CA	92029	(760) 724-4471 Ext. 0000
Chem-Dry of North County II	1948 DON LEE PLACE STE 2	ESCONDIDO	CA	92029	(760) 741-9110 Ext. 0000
Chem-Dry of North County VI	P.O. BOX 300796	ESCONDIDO	CA	92030	(619) 522-9821 Ext. 0000
M & S Chem-Dry	1196 N GAMBLE ST	ESCONDIDO	CA	92026	(760) 940-8339 Ext. 0000
Coastal Chem-Dry	1318 York Avenue	Escondido	CA	92027	(858) 546-9972 Ext. 0000
M & S Chem-Dry II	1196 N GAMBLE ST	ESCONDIDO	CA	92026	(858) 672-0672 Ext. 0000
Chem-Dry of North County III	P.O. BOX 300796	ESCONDIDO	CA	92030	(858) 673-1766 Ext. 0000
Pace Chem-Dry	2249 MYRTLE AVENUE	EUREKA	CA	95501	(707) 443-9969 Ext. 0000
Pace Chem-Dry II	2249 MYRTLE AVENUE	EUREKA	CA	95501	(707) 443-9969 Ext. 0000
Saabye Chem-Dry	214 SERRANO DRIVE	FAIRFIELD	CA	94533	(707) 425-5128 Ext. 0000
Saabye Chem-Dry II	214 SERRANO DRIVE	FAIRFIELD	CA	94533	(707) 944-1688 Ext. 0000
Coastline Chem-Dry	17167 APRICOT CIR	FOUNTAIN VALLEY	CA	92708	(714) 839-5328 Ext. 0000
Performance Chem-Dry	11872 GOODALE AVE	FOUNTAIN VALLEY	CA	92708	(714) 545-6932 Ext. 0000
Bay Area Chem-Dry	4546 PERALTA BLVD #16	FREMONT	CA	94538	(510) 790-6390 Ext. 0000
Mission Chem-Dry	38567 JONES WAY	FREMONT	CA	94536	(510) 797-9191 Ext. 0000
Acme Chem-Dry	2706 W ASHLAN SP 100	FRESNO	CA	93705	(559) 434-1111 Ext. 0000
Chem-Dry of Fresno/Clovis	4529 E REDLANDS AVE	FRESNO	CA	93726	(559) 275-7355 Ext. 0000
Golden State Chem-Dry	14151 FLOWER ST APT 8	GARDEN GROVE	CA	92843-4711	(714) 630-1040 Ext. 0000
Cobblestone Chem-Dry	15303 S NORMANDIE AVE.	GARDENA	CA	90247	(310) 548-4919 Ext. 0000
Cobblestone Chem-Dry II	15303 S NORMANDIE AVE.	GARDENA	CA	90247	(562) 429-1668 Ext. 0000
Chem-Dry Clean Masters	15303 S. NORMANDIE AVE.	GARDENA	CA	90247	(310) 768-8765 Ext. 0000
Chem-Dry Clean Masters III	15303 S. NORMANDIE AVE	GARDENA	CA	90247	(310) 372-1212 Ext. 0000
Chem-Dry Clean Masters IV	15303 S. NORMANDIE AVE	GARDENA	CA	90247	(562) 402-6000 Ext. 0000
Allied Chem-Dry	1109 W. 190TH ST STE I	GARDENA	CA	90248	(714) 777-4187 Ext. 0000
Chem-Dry Clean Masters II	15303 S NORMANDIE AVE	GARDENA	CA	90247	(714) 960-8009 Ext. 0000
Chem-Dry Palos Verdes	1101 W 190TH ST	GARDENA	CA	90248	(310) 469-6755 Ext. 0000
Allied Chem-Dry	1109 W. 190TH ST. UNIT I	GARDENA	CA	90248	(310) 559-5613 Ext. 0000
Sonner's Chem-Dry I	1320 JUSTIN AVENUE	GLENDALE	CA	91201	(818) 956-9433 Ext. 0000

Sonner's Chem-Dry II	1320 JUSTIN AVENUE	GLENDALE	CA	91201	(818) 956-9433 Ext. 0000
Covina Valley Chem-Dry	700 EAST RT 66 #26	GLENDORA	CA	91740	(626) 335-8864 Ext. 0000
Covina Valley Chem-Dry II	700 EAST RT 66 #26	GLENDORA	CA	91740	(626) 335-8864 Ext. 0000
Five Cities Chem-Dry	P O BOX 978	GROVER BEACH	CA	93483	(805) 481-3964 Ext. 0000
Fleet Chem-Dry	240 N. 12th Ave., Ste. 109, #131	Hanford	CA	93230	(559) 816-6140 Ext. 0000
Fleet Chem-Dry II	240 N. 12th Ave., Ste. 109 #131	Hanford	CA	93230	(559) 816-6140 Ext. 0000
Fleet Chem-Dry III	240 N. 12th Ave., Ste. 109,	Hanford	CA	93230	(559) 816-6140 Ext. 0000
Select Chem-Dry of West L.A.	4553 W 136TH STREET	HAWTHORNE	CA	90250	(310) 390-8266 Ext. 0000
Ocean Chem-Dry	13623 DOTY AVE. #5	HAWTHORNE	CA	90250	(310) 404-1292 Ext. 0000
J & B Chem-Dry	4207 120th St #B	HAWTHORNE	CA	90250	(562) 206-9598 Ext. 0000
A.B.C. Chem-Dry	P.O. Box 403933	HESPERIA	CA	92340	(760) 949-2524 Ext. 0000
ABC Chem-Dry III	P.O. Box 403933	HESPERIA	CA	92340	(760) 949-2524 Ext. 0000
Central Coast Chem-Dry	1740 Severinsen Street	Hollister	CA	95023	(831) 325-3363 Ext. 0000
Chem-Dry by Dapello	6502 PEGGY CIR	HUNTINGTON BEACH	CA	92647-4310	(714) 842-8828 Ext. 0000
Chem-Dry of Huntington Beach	15891 Pilgrim Circle	Huntington Beach	CA	92647	(714) 374-2275 Ext. 0000
Ace Chem-Dry	15891 Pilgrim Circle	Huntington Beach	CA	92647	(562) 420-9929 Ext. 0000
A1 Chem-Dry	6366 Silent Harbor Drive	HUNTINGTON BEACH	CA	92648	(657) 215-2662
Chem-Dry of Imperial County	PO BOX 582	IMPERIAL	CA	92251	(760) 352-1130 Ext. 0000
Chem-Dry of Coachella Valley I	78-750 SPYGLASS HILL	LA QUINTA	CA	92253	(760) 772-3341 Ext. 0000
South Coast Chem-Dry	10 ROCKY CREEK LN	LAGUNA HILLS	CA	92653-4488	(949) 855-8757 Ext. 0000
Precision Chem-Dry	POST OFFICE BOX 201	LAKE ELSINORE	CA	92531	(888) 797-0747 Ext. 0000
Precision Chem-Dry II	18501 Collier Ave. B100	Lake Elsinore	CA	92530	(888) 797-0747 Ext. 0000
Chem-Dry of Lake County	2705 CLIPPER LN	LAKEPORT	CA	95453	(707) 262-0762 Ext. 0000
Chem-Dry of Mendocino County	93-B SODA BAY RD	LAKEPORT	CA	95453	(707) 485-8098 Ext. 0000
Carl's Chem-Dry	93 B SODA BAY RD	LAKEPORT	CA	95453	(707) 473-0800 Ext. 0000
Altamont Chem-Dry	2414 BROADMOOR STREET	LIVERMORE	CA	94551-5611	(925) 449-8544 Ext. 0000
Chem-Dry of Long Beach	2143 N STUDEBAKER RD	LONG BEACH	CA	90815	(562) 437-7000 Ext. 0000
Chem-Dry Torrance/Redondo	2143 STUDEBAKER RD	LONG BEACH	CA	90815	(310) 530-7989 Ext. 0000
Chem-Dry of Fair Oaks/Folsom	3377 KATHY WAY	LOOMIS	CA	95650-8765	(916) 983-1144 Ext. 0000
Chem-Dry of Auburn/Lincoln	3377 KATHY WAY	LOOMIS	CA	95650	(916) 983-1144 Ext. 0000
Chem-Dry Dun-Rite	3520 OVERLAND AVE. SUITE A147	LOS ANGELES	CA	90034	(310) 313-1918 Ext. 0000
Majestic Chem-Dry	1910 VAN WICK ST	LOS ANGELES	CA	90047	(310) 419-9997 Ext. 0000
Chem-Dry of Orange	505 N. Figuero Street	LOS ANGELES	CA	90012	(714) 668-0808 Ext. 0000
Chem-Dry of Santa Monica	3520 OVERLAND AVE. SUITE A147	LOS ANGELES	CA	90034	(310) 313-1918 Ext. 0000
Chem-Dry The Future	505 North Figuerow Street	LOS ANGELES,	CA	90012	(323) 957-0535 Ext. 0000
Scott's Chem-Dry	PO BOX 2195	LOS BANOS	CA	93635	(209) 826-7010 Ext. 0000
S & J Chem-Dry	34787 JOHN ALBERT DRIVE	MADERA	CA	93636	(559) 441-7039 Ext. 0000
CHEM-DRY OF MADERA II	1510 RIVERVIEW DRIVE	MADERA	CA	93637	(559) 661-8246 Ext. 0000
CHEM-DRY OF MADERA	1510 RIVERVIEW DRIVE	MADERA	CA	93637	(559) 661-8246 Ext. 0000
QUALITY CHEM-DRY	1510 RIVERVIEW DRIVE	MADERA	CA	93637	(559) 661-8246 Ext. 0000
CHEM-DRY OF TULARE COUNTY	1510 RIVERVIEW DRIVE	MADERA	CA	93637	(559) 909-9366 Ext. 0000
Brentwood Chem-Dry	2554 LINCOLN BLVD PMB #766	MARINA DEL REY	CA	90291	(310) 202-6262 Ext. 0000
A Plus Chem-Dry	PMB #132	MERCED	CA	95340-1300	(209) 384-8668 Ext. 0000
All Seasons Chem-Dry	494 FOLSOM CIRCLE	MILPITAS	CA	95035	(408) 781-8664 Ext. 0000
Executive Chem-Dry	18 ASHTON	MISSION VIEJO	CA	92692	(949) 858-8170 Ext. 0000
Central Valley Chem-Dry	1320 LAKEWOOD AVE #15	MODESTO	CA	95355	(209) 524-4949 Ext. 0000
Phil's Chem-Dry	406 LEVELAND LANE	MODESTO	CA	95350	(209) 525-8348 Ext. 0000

Century Chem-Dry	12021 DOLLY WAY	MORENO VALLEY	CA	92555	(951) 247-1257 Ext. 0000
Rainbow Chem-Dry	26526 FIR AVE	MORENO VALLEY	CA	92555	(951) 902-1456 Ext. 0000
Integrity Chem-Dry	28786 BRODIAEA AVE	MORENO VALLEY	CA	92555	(888) 224-0026 Ext. 0000
Rainbow Chem-Dry II	26526 FIR AVE	MORENO VALLEY	CA	92555	(951) 902-1456 Ext. 0000
Rainbow Chem-Dry III	13576 BALSAWOOD LN	MORENO VALLEY	CA	92555	(760) 636-3313 Ext. 0000
Integrity Chem-Dry II	28786 BRODIAEA AVE.	MORENO VALLEY	CA	92555	(760) 770-7747 Ext. 0000
Rainbow Chem-Dry IV	26526 FIR AVE	MORENO VALLEY	CA	92555	(951) 902-1456 Ext. 0000
Integrity Chem-Dry III	28786 BRODIAEA AVE	MORENO VALLEY	CA	92555	(888) 224-0026 Ext. 0000
Sunny Hills Chem-Dry	26526 Fir Avenue	Moreno Valley	CA	92555	(760) 565-0062 Ext. 0000
SUN CITY CHEM-DRY	13576 Balsawood Lane	Moreno Valley	CA	92555	(951) 595-4018 Ext. 0000
Chem-Dry of the West	41870 KALMIA ST SUITE 110	MURRIETA	CA	92562	(714) 630-7588 Ext. 0000
Alliance Chem-Dry	24243 ADAMS AVE	MURRIETA	CA	92562	(951) 461-4205 Ext. 0000
Chem-Dry of the West III	41870 KALMIA ST #110	MURRIETA	CA	92562	(951) 304-1921 Ext. 0000
Vineyard Chem-Dry	30570 LILLY POND LANE	MURRIETA	CA	92563	(951) 506-9162 Ext. 0000
Chem-Dry of Napa Valley	1436 2ND ST. SUITE 105	NAPA	CA	94559	(707) 255-1094 Ext. 0000
Chem-Dry Action Quick	23453 CLOVERDALE CT.	NEWHALL	CA	91321	(818) 360-5626 Ext. 0000
Chem-Dry Carpet Tech VI	19434 LONDELIUS STREET	NORTHRIDGE	CA	91324	(805) 581-9008 Ext. 0000
Delta Chem-Dry	19209 PARTHENIA ST SUITE G	NORTHRIDGE	CA	91324	(818) 996-5980 Ext. 0000
Chem-Dry Carpet Tech	19434 LONDELIUS ST	NORTHRIDGE	CA	91324-3511	(818) 885-5501 Ext. 0000
Chem-Dry Carpet Tech III	19434 LONDELIUS STREET	NORTHRIDGE	CA	91324	(818) 885-5501 Ext. 0000
Chem-Dry Carpet Tech VII	19434 LONGELIUS ST	NORTHRIDGE	CA	91324	(818) 885-5501 Ext. 0000
Chem-Dry Carpet Tech IV	19434 LONDELIUS STREET	NORTHRIDGE	CA	91324	(310) 459-2380 Ext. 0000
CHEM-DRY CARPET TECH II	19434 LONDELIUS STREET	NORTHRIDGE	CA	91324	(661) 222-7160 Ext. 0000
Chem-Dry Carpet Tech V	19434 LONDELIUS STREET	NORTHRIDGE	CA	91324	(661) 222-7160 Ext. 0000
Delta Chem-Dry II	19209 PARTHENIA ST SUITE G	NORTHRIDGE	CA	91324	(818) 996-5980 Ext. 0000
Pure Choice Chem-Dry	10929 FIRESTONE BLVD # 157	NORWALK	CA	90650-2242	(562) 868-9193 Ext. 0000
Pure Choice Chem-Dry	10929 FIRESTONE BLVD #157	NORWALK	CA	90650	(562) 868-9193 Ext. 0000
Chem-Dry of Marin	22 Commercial Blvd	NOVATO	CA	94949	(415) 382-8196 Ext. 0000
Chem-Dry of San Rafael	22 COMMERCIAL BLVD, SUITE I	NOVATO	CA	94949	(415) 382-8196 Ext. 0000
Clean Living Chem-Dry	17 FONTANA CT	NOVATO	CA	94945-1833	(415) 897-5337 Ext. 0000
Clean Living Chem-Dry	17 FONTANA CT	NOVATO	CA	94945	(707) 575-7650 Ext. 0000
Clean Living Chem-Dry	17 FONTANA CT	NOVATO	CA	94945	(415) 584-9000 Ext. 0000
Carpenter's Chem-Dry	4660 NORTH RIVER ROAD #114	OCEANSIDE	CA	92057	(760) 722-2667 Ext. 0000
R & M Chem-Dry	655 WALA DR	OCEANSIDE	CA	92054	(619) 841-5725 Ext. 0000
R & M Chem-Dry II	655 WALA DRIVE	OCEANSIDE	CA	92058	(760) 453-6573 Ext. 0000
WOODS CHEM DRY II	3200 Guasti Road	Ontario	CA	91761	(909) 212-0444 Ext. 0000
Woods Chem-Dry III	3200 Guasti Road	ONTARIO	CA	91761	(888) 999-0519 Ext. 0000
WOODS CHEM-DRY	3200 Guasti Road	Ontario	CA	91761	(888) 999-0519 Ext. 0000
Chem-Dry by Singleton	2736 E. Lakeside Avenue	ORANGE	CA	92867	(714) 744-4540 Ext. 0000
Antelope Valley Chem-Dry VI	4504 OTTER CT	PALM	CA	93551	(661) 722-9342 Ext. 0000
Antelope Valley Chem-Dry II	4504 OTTER CT	PALMDALE	CA	93551	(661) 948-8858 Ext. 0000
Antelope Valley Chem-Dry III	4504 OTTER CT	PALMDALE	CA	93551	(661) 948-8858 Ext. 0000
Antelope Valley Chem-Dry	4504 OTTER CT.	PALMDALE	CA	93551	(661) 722-9342 Ext. 0000
Westside Chem-Dry	7273 OJAI DR.	PALMDALE	CA	93551	(661) 943-7691 Ext. 0000
Antelope Valley Chem-Dry V	4504 OTTER CT	PALMDALE	CA	93551	(661) 722-9342 Ext. 0000
Antelope Valley Chem-Dry IV	4504 OTTER CT	PALMDALE	CA	93551	(661) 948-8858 Ext. 0000
Chem-Dry of the Gold Country	PO BOX 234	PENN VALLEY	CA	95946	(530) 273-7779 Ext. 0000

Blue Sky Chem-Dry	17535 THOMPSON CT.	PERRIS	CA	92570	(951) 674-2800 Ext. 0000
Blue Sky Chem-Dry II	17535 THOMPSON CT.	PERRIS	CA	92570	(951) 674-2800 Ext. 0000
Excel Chem-Dry II	1237 BERING ST	PLACENTIA	CA	92870	(562) 529-8980 Ext. 0000
Excel Chem-Dry	1237 BERING ST.	PLACENTIA	CA	92870	(714) 993-9235 Ext. 0000
AK Chem-Dry	25A CRESCENT DR #344	PLEASANT HILL	CA	94523	(925) 687-1559 Ext. 0000
Rancho Chem-Dry	23680 VISTA WAY	QUAIL VALLEY	CA	92587	(951) 696-0363 Ext. 0000
Golden State Chem-Dry of Upland/Rancho	9560 PEPPER ST.	RANCHO CUCAMONGA	CA	91730	(909) 982-9999 Ext. 0000
Accent Chem-Dry	12 SANTA FE	RANCHO SANTA MARGARITA	CA	92688	(949) 459-0992 Ext. 0000
Bay Cities Chem-Dry	PO BOX 1151	REDONDO BEACH	CA	90278	(310) 379-3707 Ext. 0000
Allied Chem-Dry	526 N IRENA AVE UNIT B	REDONDO BEACH	CA	90277	(562) 420-9711 Ext. 0000
Chem-Dry of Rialto	774 S. SPRUCE AVE.	RIALTO	CA	92376	(909) 873-5451 Ext. 0000
Chem-Dry A Abel	3103 MORAN AVENUE	RICHMOND	CA	94804	(510) 236-1669 Ext. 0000
Chem-Dry of Richmond	3103 MORAN AVENUE	RICHMOND	CA	94804	(510) 236-1669 Ext. 0000
Chem-Dry of Riverside/San Bernardino	PO BOX 70531	RIVERSIDE	CA	92513-0531	(951) 274-0777 Ext. 0000
Air Fresh Chem-Dry	11993 MAGNOLIA AVE STE-A	RIVERSIDE	CA	92503	(888) 797-0777 Ext. 0000
Air Fresh Chem-Dry II	11993 MAGNOLIA STE A	RIVERSIDE	CA	92503	(951) 353-0252 Ext. 0000
Action Chem-Dry I	231 E ALESSANDRO BLVD STE A PMB 703	RIVERSIDE	CA	92508	(951) 778-0548 Ext. 0000
Air Fresh Chem-Dry III	11993 MAGNOLIA AVE STE A	RIVERSIDE	CA	92503	(888) 797-0777 Ext. 0000
Crystal Clean Chem-Dry	11141 GREENHURST DRIVE	RIVERSIDE	CA	92505	(951) 776-0114 Ext. 0000
Crystal Clean Chem-Dry II	11141 GREENHURST DRIVE	RIVERSIDE	CA	92505	(951) 776-0114 Ext. 0000
Air Fresh Chem-Dry VI	11993 MAGNOLIA AVE STE A	RIVERSIDE	CA	92503	(951) 353-0252 Ext. 0000
Air Fresh Chem-Dry V	11993 MAGNOLIA AVE STE A	RIVERSIDE	CA	92503	(951) 353-0252 Ext. 0000
Air Fresh Chem-Dry IV	11993 MAGNOLIA AVE, SUITE A	RIVERSIDE	CA	92503	(888) 797-0777 Ext. 0000
Action Chem-Dry II	231 E ALESSANDRO BLVD STE A PMB 703	RIVERSIDE	CA	92508	(951) 778-0548 Ext. 0000
Premier Chem-Dry IV	PO BOX 1029	ROCKLIN	CA	95677	(916) 604-9635 Ext. 0000
Premier Chem-Dry	P.O. BOX 1029	ROCKLIN	CA	95677	(916) 367-0165 Ext. 0000
Premier Chem-Dry II	PO BOX 1029	ROCKLIN	CA	95677	(916) 604-9647 Ext. 0000
Premier Chem-Dry III	P.O. BOX 1029	ROCKLIN	CA	95677	(916) 765-3488 Ext. 0000
On the Spot Chem-Dry	1361 ROSANA WAY	ROHNERT PARK	CA	94928	(707) 795-3209 Ext. 0000
Chem-Dry of Roseville/Rocklin	617 ELEFA STREET	ROSEVILLE	CA	95678	(916) 786-8989 Ext. 0000
T'N'T Chem-Dry	1405 SHERIDAN AVENUE	ROSEVILLE	CA	95661	(916) 786-8788 Ext. 0000
T N T Chem-Dry II	1405 SHERIDAN AVE	ROSEVILLE	CA	95661	(916) 786-8788 Ext. 0000
Chem-Dry of Roseville/Rocklin	617 ELEFA ST.	ROSEVILLE	CA	95678	(916) 786-8989 Ext. 0000
PREMIER CHEM-DRY V	2029 Opportunity Drive	ROSEVILLE	CA	95678	(916) 871-0680 Ext. 0000
Gomez Chem-Dry	18036 E. QUAILCOVE WAY	ROWLAND HEIGHTS	CA	91748	(323) 663-7056 Ext. 0000
Chem-Dry of Redding	4721 ALDONA LANE	SACRAMENTO	CA	95841	(916) 488-9908 Ext. 0000
City Wide Chem-Dry	P O BOX 246737	SACRAMENTO	CA	95824	(916) 399-0769 Ext. 0000
Van's Chem-Dry	5221 BELLWOOD WAY	SACRAMENTO	CA	95608	(916) 641-0144 Ext. 0000
Camellia City Chem-Dry	5828 43RD STREET	SACRAMENTO	CA	95824	(916) 485-1847 Ext. 0000
Sacramento Chem-Dry	P.O. BOX 661372	SACRAMENTO	CA	95866	(916) 971-9080 Ext. 0000
CITY WIDE CHEM-DRY II	P.O. Box 246737	Sacramento	CA	95824	(916) 920-5262 Ext. 0000
Surf City Chem-Dry	P.O. BOX 952	SAN CLAMENTE	CA	92672	(949) 836-8848 Ext. 0000
DIAMOND CHEM-DRY	6512 LADERA BRISA	SAN CLEMENTE	CA	92673	(866) 900-0100 Ext. 0000
Champion Chem-Dry	3987 CATAMARCA DR	SAN DIEGO	CA	92124	(888) 224-7321
Hearth & Home Chem-Dry II	11889 TIMARU WAY	SAN DIEGO	CA	92128	(858) 344-5001 Ext. 0000
Hearth & Home Chem-Dry	11889 TIMARU WAY	SAN DIEGO	CA	92128	(619) 948-9600 Ext. 0000
Champion Chem-Dry II	3987 CATAMARCA DR	SAN DIEGO	CA	92124	(888) 224-7321

Champion Chem-Dry IV	3987 Catamarca Drive	SAN DIEGO	CA	92124	(888) 224-7321	
B & G Chem-Dry	2202 JUDAH ST	SAN FRANCISCO	CA	94122-1537	(415) 657-0114 Ext. 0000	
Chem-Dry by Leonard	2443 FILLMORE ST.	SAN FRANCISCO	CA	94115	(415) 747-0555 Ext. 0000	
Reliant Chem-Dry	2559 18TH AVENUE	SAN FRANCISCO	CA	94116	(415) 682-7135 Ext. 0000	
B & G Chem-Dry II	2202 JUDAH ST.	SAN FRANCISCO	CA	94122	(415) 657-0114 Ext. 0000	
Walsh's Chem-Dry II	PO BOX 7806	SAN JOSE	CA	95150	(650) 348-0161 Ext. 0000	
Walsh's Chem-Dry	P O BOX 7806	SAN JOSE	CA	95150	(408) 978-9220 Ext. 0000	
Chem-Dry Victory CC Company	2665 GOMES DRIVE	SAN JOSE	CA	95132	(650) 589-9236 Ext. 0000	
Chem-Dry of San Luis Obispo	2930 MCMILLAN AVE SUITE A	SAN LUIS OBISPO	CA	93401	(805) 544-1352 Ext. 0000	
Chem-Dry of North SLO County	2930 MCMILLAN SUITE A	SAN LUIS OBISPO	CA	93401	(805) 461-1744 Ext. 0000	
Chem-Dry of Morro Bay	2930 MCMILLAN SUITE A	SAN LUIS OBISPO	CA	93401	(805) 772-1737 Ext. 0000	
Imperial Chem-Dry	825 S ALMA ST	SAN PEDRO	CA	90731-3510	(310) 533-7118 Ext. 0000	
P & G Chem-Dry	38 B-2 BETA COURT	SAN RAMON	CA	94583	(925) 820-0650 Ext. 0000	
P & G Chem-Dry III	38 B-2 BETA COURT	SAN RAMON	CA	94583	(925) 820-0650 Ext. 0000	
P & G Chem-Dry II	38 BETA COURT B-2	SAN RAMON	CA	94583	(925) 820-0650 Ext. 0000	
P & G Chem-Dry IV	38 B-2 BETA CT	SAN RAMON	CA	94583	(925) 820-0650 Ext. 0000	
Chem-Dry of Santa Cruz	1840 17TH AVE.	SANTA CRUZ	CA	95062	(831) 688-4858 Ext. 0000	
Almaden Chem-Dry	1840 17TH AVE.	SANTA CRUZ	CA	95062	(408) 370-7847 Ext. 0000	
Chem-Dry of Santa Maria	724 Spencer Drive	Santa Maria	CA	93455	(805) 722-0138 Ext. 0000	
Chem-Dry of Santa Rosa	P O BOX 4263	SANTA ROSA	CA	95402	(707) 575-8881 Ext. 0000	
Richard's Chem-Dry	9764 SAN REMO COURT	SANTEE	CA	92071	(619) 562-3621 Ext. 0000	
Chem-Dry of San Diego	8733 MAGNOLIA AVENUE SUITE 114	SANTEE	CA	92071	(619) 442-4844 Ext. 0000	
Chem-Dry Satisfied	1843 HANLEY ST.	SIMI VALLEY	CA	93065	(805) 582-0618 Ext. 0000	
North American Chem-Dry	PO BOX 811	SONOMA	CA	95476	(415) 751-3379 Ext. 0000	
North American Chem-Dry III	PO BOX 811	SONOMA	CA	95476	(707) 938-9614 Ext. 0000	
North American Chem-Dry II	PO BOX 811	SONOMA	CA	95476	(650) 558-9110 Ext. 0000	
Luis' Chem-Dry	627 MAYFAIR AVE	SOUTH SAN FRANCISCO	CA	94080	(650) 875-3636 Ext. 0000	
Chem-Dry of Lodi	10017 RIVERVIEW CIRCLE	STOCKTON	CA	95209	(209) 369-0386 Ext. 0000	
Chem-Dry of Stockton	9926 CAMPORA WAY	STOCKTON	CA	95209	(209) 463-4433 Ext. 0000	
Chem-Dry Delta	2501 N WIGWAM DR	STOCKTON	CA	95205	(209) 465-9018 Ext. 0000	
Mark Ray's Chem-Dry II	3921 GLEN ABBY CIRCLE	STOCKTON	CA	95219	(209) 957-8530 Ext. 0000	
Surfside Chem-Dry I	8523 LANKERSHIM BLVD	SUN VALLEY	CA	91352	(800) 724-5531 Ext. 0000	
Surfside Chem-Dry II	8523 LANKERSHIM BLVD	SUN VALLEY	CA	91352	(800) 724-5531 Ext. 0000	
Chem-Dry of Tehachapi	P.O. BOX 1221	TEHACHAPI	CA	93581	(661) 823-7402 Ext. 0000	
Curtice Chem-Dry	21733 ANZA AVE.	TORRANCE	CA	90503-6427	(310) 373-8443 Ext. 0000	
Saabye's Superior Chem-Dry	1561 Hurley Court	TRACY	CA	95376	(209) 835-2886 Ext. 0000	
Chem-Dry of Lake Tahoe	P O BOX 8531	TRUCKEE	CA	96162	(530) 587-6138 Ext. 0000	
Bell's Chem-Dry	346 CERNON ST #C	VACAVILLE	CA	95688	(530) 758-2960 Ext. 0000	
Bell's Chem-Dry	807 DAVIS STREET, STE N	VACAVILLE	CA	95687	(707) 446-3803 Ext. 0000	
Chem-Dry by the Butler	2021 SPERRY AVE. #16A	VENTURA	CA	93003	(805) 658-7155 Ext. 0000	
Pacific Breeze Chem-Dry	PO BOX 4721	VENTURA	CA	93007	(805) 658-2999 Ext. 0000	
Pacific Breeze Chem-Dry II	PO BOX 4721	VENTURA	CA	93007	(805) 965-6999 Ext. 0000	
Pacific Breeze Chem-Dry III	PO BOX 4721	VENTURA	CA	93007	(805) 658-7999 Ext. 0000	
Pacific Breeze Chem-Dry IV	PO BOX 4721	VENTURA	CA	93007	(805) 658-2999 Ext. 0000	
Courtesy Chem-Dry II	1695 WATSON WAY	VISTA	CA	92083	(760) 941-4441 Ext. 0000	
Town & Country Chem-Dry III	2240 MAELEE DRIVE	VISTA	CA	92084	(760) 451-9952 Ext. 0000	
Olympic Chem-Dry II	2240 MAELEE DR	VISTA	CA	92084	(760) 505-1652 Ext. 0000	



Olympic Chem-Dry III	2240 MAELEE DRIVE	VISTA	CA	92084	(858) 530-3033 Ext. 0000
Courtesy Chem-Dry	1695 WATSON WAY	VISTA	CA	92083-7678	(760) 941-4441 Ext. 0000
Olympic Chem-Dry	2240 MAELEE DRIVE	VISTA	CA	92084	(858) 530-3033 Ext. 0000
H & L Chem-Dry	1547 PALOS VERDES MALL #239	WALNUT CREEK	CA	94597	(925) 939-1153 Ext. 0000
A Blue Ribbon Chem-Dry	2359 SILVER SPRINGS DRIVE	WESTLAKE VILLAGE	CA	91361	(805) 494-1002 Ext. 0000
Blue Ribbon Chem-Dry	2359 SILVER SPRING DRIVE	WESTLAKE VILLAGE	CA	91361	(310) 456-0664 Ext. 0000
Blue Ribbon Chem-Dry	2359 SILVER SPRING DRIVE	WESTLAKE VILLAGE	CA	91361	(805) 494-1002 Ext. 0000
Lassen Plumas Chem-Dry	P O BOX 1037	WESTWOOD	CA	96137	(530) 283-1081 Ext. 0000
Brad's Chem-Dry	6345 PAINTER AVE #B	WHITTIER	CA	90601	(562) 698-1555 Ext. 0000
Brad's Chem-Dry II	6345 PAINTER AVE. #B	WHITTIER	CA	90601	(714) 894-4367 Ext. 0000
Chem-Dry of Woodland	717 GIBSON ROAD	WOODLAND	CA	95695	(530) 662-6111 Ext. 0000
Chem-Dry by Newton	21550 VIA PEPITA	YORBA LINDA	CA	92886	(714) 535-0284 Ext. 0000
Great American Chem-Dry IV	4413 BELLA VISTA CR.	FARMINGTON	NM	87401	(760) 436-0334 Ext. 0000
Great American Chem-Dry III	4413 BELLA VISTA CIRCLE	FARMINGTON	NM	87401	(760) 436-0334 Ext. 0000
Great American Chem-Dry	4413 BELLA VISTA CR.	FARMINGTON	NM	87401	(619) 281-2255 Ext. 0000
Great American Chem-Dry II	4413 BELLA VISTA CIRCLE	FARMINGTON	NM	87401	(858) 487-1077 Ext. 0000
High Sierra Chem-Dry	722 BOWLES LANE	GARDNERVILLE	NV	89460	(530) 577-1928 Ext. 0000
<b>COLORADO FRANCHISES</b>					
Regal Chem-Dry	6526 BRENTWOOD COURT	ARVADA	CO	80004	(303) 424-7111 Ext. 0000
Chem-Dry Town & Country II	PO BOX 1672	ARVADA	CO	80001	(303) 440-0145 Ext. 0000
Chem-Dry Town & Country	P.O. BOX 1672	ARVADA	CO	80001	(303) 255-1900 Ext. 0000
Mountain High Chem-Dry III	6496 Brentwood Ct.	Arvada	CO	80004	(970) 845-0707 Ext. 0000
City Wide Chem-Dry	6496 BRENTWOOD CT	ARVADA	CO	80004	(303) 425-0566 Ext. 0000
Douglas County Chem-Dry Carpet Cleaning	P.O. Box 440158	AURORA	CO	80044	(303) 688-1510 Ext. 0000
Elbert County Chem-Dry Carpet Cleaning	P.O. BOX 440158	AURORA	CO	80044	(303) 646-1414 Ext. 0000
Chem-Dry of Englewood/Littleton	20464 EAST LAYTON AVENUE	AURORA	CO	80015	(303) 466-5555 Ext. 0000
Advantage Chem-Dry	7364 SOUTH CATAWBA WAY	AURORA	CO	80016	(303) 400-4444 Ext. 0000
Highlands Ranch Chem-Dry Carpet Cleaning	P.O. BOX 440158	AURORA	CO	80044	(303) 791-3030 Ext. 0000
All Pro Chem-Dry II Carpet Cleaning	P.O. BOX 440158	AURORA	CO	80044	(303) 791-3030 Ext. 0000
Chem-Dry of Northglenn/Thornton	20464 EAST LAYTON AVENUE	AURORA	CO	80015	(303) 745-3300 Ext. 0000
Chem-Dry of Golden	20464 EAST LAYTON AVENUE	AURORA	CO	80015	(303) 466-5555 Ext. 0000
Parker Chem-Dry Carpet Cleaning	P.O. BOX 440158	AURORA	CO	80044	(303) 841-0900 Ext. 0000
Lone Tree Chem-Dry Carpet Cleaning	P.O. Box 440158	AURORA	CO	80044	(303) 688-1510 Ext. 0000
Lloyd's Chem-Dry	166 N. Coolidge Way	Aurora	CO	80018	(720) 354-8055 Ext. 0000
Castle Rock Chem-Dry Carpet Cleaning	P.O. BOX 440158	AURORA	CO	80044	(303) 791-3030 Ext. 0000
All Pro/Capital Chem-Dry	P.O. Box 440158	AURORA	CO	80044	(303) 649-1414 Ext. 0000
Chem-Dry of Aurora	20464 EAST LAYTON AVENUE	AURORA	CO	80015	(303) 695-6200 Ext. 0000
Chem-Dry of Boulder	3835 SILVER PLUME CIRCLE	BOULDER	CO	80305	(720) 304-3910 Ext. 0000
Chem-Dry of Boulder II	3835 Silver Plume Cir	Boulder	CO	80305	(720) 304-3910 Ext. 0000
Chem-Dry of Boulder III	3835 Silver Plume Circle	Boulder	CO	80305	(720) 304-3910 Ext. 0000
Old West Chem-Dry II	5356 W. 115th Place	BROOMFIELD	CO	80020	(303) 442-5551 Ext. 0000
Old West Chem-Dry	5356 W. 115th Place	BROOMFIELD	CO	80020	(303) 425-6603 Ext. 0000
A-OK Chem-Dry	P.O. BOX 403	BRUSH	CO	80723	(970) 842-4550 Ext. 0000
Cherry Creek Chem-Dry	21353 E PRENTICE PL.	CENTENNIAL	CO	80015	(303) 755-6141 Ext. 0000
Centennial Chem-Dry	PO BOX 2421	CENTENNIAL	CO	80161-2421	(303) 940-9440 Ext. 0000
Pikes Peak Chem-Dry	6660 DELMONICO DRIVE STE D263	COLORADO SPRINGS	CO	80919	(719) 550-1144 Ext. 0000
Ambassador Chem-Dry	5454 ORO GRANDE DR.	COLORADO SPRINGS	CO	80918	(719) 260-0044 Ext. 0000

Chem-Dry of Colorado Springs	3335 El Paso Pl Suite 110	COLORADO SPRINGS	CO	80907	(719) 599-4441 Ext. 0000
Academy Chem-Dry	3335 EL PASO PL Suite 120	COLORADO SPRINGS	CO	80907	(719) 495-1255 Ext. 0000
Century Chem-Dry	747 Crown Ridge Dr.	COLORADO SPRINGS	CO	80904	(719) 596-8282 Ext. 0000
Commercial Chem-Dry	3335 EL PASO PL Suite 140	COLORADO SPRINGS	CO	80907	(719) 575-9123 Ext. 0000
Elite Chem-Dry	3335 EL PASO PL Suite 130	COLORADO SPRINGS	CO	80907	(719) 634-1457 Ext. 0000
Century Chem-Dry II	747 CROWN RIDGE DRIVE	COLORADO SPRINGS	CO	80904	(719) 582-6123 Ext. 0000
Chem-Dry of Colorado	10515 E. 40th Ave #107	DENVER	CO	80239	(303) 795-2236 Ext. 0000
Adorable Chem-Dry III	1470 S QUEBEC WAY #256	DENVER	CO	80231	(303) 745-9933 Ext. 0000
Chem-Dry of Denver	10515 E 40TH AVE #107	DENVER	CO	80238	(303) 452-8843 Ext. 0000
Chem-Dry of the Southwest	PO BOX 4602	DURANGO	CO	81302	(970) 259-9046 Ext. 0000
Chem-Dry of the Southwest II	PO Box 4602	Durango	CO	81302	(970) 259-9046 Ext. 0000
A-OK Chem-Dry II	3106 Conestoga Ct	FORT COLLINS	CO	80526	(970) 493-3980 Ext. 0000
Chem-Dry of Fort Collins	2601 S Lemay STE. 7 #164	Fort Collins	CO	80525	(970) 673-2108 Ext. 0000
Chem-Dry of El Paso County	7081 Ancestra Drive	FOUNTAIN	CO	80817	(719) 522-3971 Ext. 0000
A-OK Chem-Dry	3106 CONESTOGA CT	FT. COLLINS	CO	80526	(970) 493-3980 Ext. 0000
Mile High Chem-Dry	15985 SO. GOLDEN RD. Unit I	GOLDEN	CO	80401	(303) 278-0194 Ext. 0000
Area Wide Mesa/Delta Chem-Dry	634 Irish Walk	GRAND JUNCTION	CO	81504	(970) 243-4157 Ext. 0000
Adorable Chem-Dry	304 19TH AVE CT	GREELEY	CO	80631	(970) 353-3838 Ext. 0000
Johnson's Chem-Dry	439 FAIRWAY LANE	GUNNISON	CO	81230	(970) 349-7052 Ext. 0000
Fresh Start Chem-Dry	5306 S BANNOCK ST UNIT 7	LITTLETON	CO	80120-1773	(303) 347-8828 Ext. 0000
Christopher's Chem-Dry	P.O. BOX 423	LITTLETON	CO	80160	(303) 973-0879 Ext. 0000
Flatirons Chem-Dry	6834 S. UNIVERSITY #190	LITTLETON	CO	80122	(303) 466-5555 Ext. 0000
21st Century Chem-Dry	11757 W KEN CARYL AVE UNIT F-211	LITTLETON	CO	80127	(303) 893-6968 Ext. 0000
Chem-Dry of the Rockies	12330 MINERAL ROAD	LONGMONT	CO	80504	(303) 442-5044 Ext. 0000
Chem-Dry of the Rockies II	12330 MINERAL ROAD	LONGMONT	CO	80504	(303) 652-8400 Ext. 0000
Ace Chem-Dry IV	5004 SINGLE TREE DR	LOVELAND	CO	80537-7899	(970) 667-8801 Ext. 0000
Ace Chem-Dry	5004 SINGLE TREE DR	LOVELAND	CO	80537-7899	(970) 667-8801 Ext. 0000
Ace Chem-Dry II	5004 SINGLE TREE DR	LOVELAND	CO	80537-7899	(970) 346-8550 Ext. 0000
Big Bear Chem-Dry II	8862 6085 ROAD	MONTROSE	CO	81401	(970) 874-5253 Ext. 0000
Big Bear Chem-Dry	8862 6085 ROAD	MONTROSE	CO	81401	(970) 249-5669 Ext. 0000
Front Range Chem-Dry	11190 ELATI STREET	NORTHGLENN	CO	80234	(303) 452-4222 Ext. 0000
Nature's Choice Chem-Dry	P.O BOX 7552	PUEBLO WEST	CO	81007	(719) 572-0702 Ext. 0000
Champion Chem-Dry	P.O. BOX 7552	PUEBLO WEST	CO	81007	(719) 647-1545 Ext. 0000
Nature's Choice Chem-Dry II	P.O. BOX 7552	PUEBLO WEST	CO	81007	(719) 276-3700 Ext. 0000
High Altitude Chem-Dry	P.O. Box 316	SANDFORD	CO	81151	(719) 580-0025 Ext. 0000
Rocky Mountain Chem-Dry	PO BOX 2041	WINTER PARK	CO	80482	(970) 627-2445 Ext. 0000
<b>CONNECTICUT FRANCHISES</b>					
Ace Chem-Dry By Nimer Bros.	8 FOXTAIL LANE	BROOKFIELD	CT	06804	(203) 740-4419 Ext. 0000
HEALTHY HOME CHEM-DRY II	4 SHERRY DRIVE	EAST HAMPTON	CT	06424	(860) 615-9415 Ext. 0000
HEALTHY HOME CHEM-DRY	4 SHERRY DRIVE	EAST HAMPTON	CT	06424	(860) 615-9415 Ext. 0000
Charter Oak Chem-Dry	398 Salmon Brook St.	GRANBY	CT	06035	(860) 264-5915 Ext. 0000
Chem-Dry of New London Co.	51 WALTER DRIVE	GRISWOLD	CT	06351	(860) 376-0552 Ext. 0000
Chem-Dry Southeastern CONN.	PO BOX 9232	GROTON	CT	06340-9232	(860) 536-3677 Ext. 0000
Patrick Family Chem-Dry	106 BEAVER BROOK RD	MILFORD	CT	06461	(203) 874-4555 Ext. 0000
Lighthouse Chem-Dry	194 HERBERT ST	MILFORD	CT	06461	(203) 877-5320 Ext. 0000
Lighthouse Chem-Dry II	194 HERBERT ST	MILFORD	CT	06461	(203) 877-5320 Ext. 0000
A+ Chem-Dry of New England II	26 Smokerise Circle	PROSPECT	CT	06712	(203) 758-0200 Ext. 0000

A+ Chem-Dry of New England III	26 SMOKE RISE CIR	PROSPECT	CT	06712	(203) 758-0200 Ext. 0000
A+ Chem-Dry of New England	26 SMOKE RISE CIR	PROSPECT	CT	06712	(203) 758-0200 Ext. 0000
Chem-Dry of Rowayton	181 HIGHLAND AVENUE	ROWAYTON	CT	06853	(203) 866-7699 Ext. 0000
Simply Magic Chem-Dry II	350 CHAPEL RD STE B4	SOUTH WINDSOR	CT	06074	(860) 875-7433 Ext. 0000
Simply Magic Chem-Dry	350 CHAPEL RD STE 4B	SOUTH WINDSOR	CT	06074	(860) 528-9220 Ext. 0000
Chem-Dry of Hartford County	971 BRIDGE ST	SUFFIELD	CT	06078	(860) 712-7470 Ext. 0000
Chem-Dry by Perugini	247 HORSESHOE DRIVE	WATERBURY	CT	06706	(203) 753-1138 Ext. 0000
Chem-Dry by Perugini II	247 HORSESHOE DRIVE	WATERBURY	CT	06706	(203) 753-1138 Ext. 0000
<b>DELAWARE FRANCHISES</b>					
Sussex Chem-Dry	341 Fairway Ln	Dagsboro	DE	19939	(302) 497-7123 Ext. 0000
Coastal Chem-Dry	112 BREAKWATER REACH	LEWES	DE	19958-3124	(302) 234-0200 Ext. 0000
Coastal Chem-Dry II	112 BREAKWATER REACH	LEWES	DE	19958-3124	(302) 645-2800 Ext. 0000
Coastal Chem-Dry III	112 BREAKWATER REACH	LEWES	DE	19958-3124	(302) 645-2800 Ext. 0000
Chem-Dry Of Delaware	PO BOX 3378	WILMINGTON	DE	19804-4378	(302) 654-3311 Ext. 0000
Chem-Dry of Delaware II	PO BOX 3378	WILMINGTON	DE	19804-4378	(302) 678-1100 Ext. 0000
Chem-Dry of Delaware III	PO BOX 3378	WILMINGTON	DE	19804-4378	(302) 645-1313 Ext. 0000
<b>DISTRICT OF COLUMBIA</b>					
Chem-Dry of Northern Virginia III	5609 SANDY LEWIS DRIVE STE G	FAIRFAX	VA	22032-4043	(202) 509-9740 Ext. 0000
Steven's Chem-Dry	8487 Euclid Ave., #7	MANASSAS	VA	20111	(202) 787-3909 Ext. 0000
Chem-Dry of Washington D.C.	22507 IVERSON DRIVE #1	GREAT MILLS	MD	20634	(301) 599-0084 Ext. 0000
<b>FLORIDA FRANCHISES</b>					
Chem-Dry on the Shore	2835 SO. PINE STREET	FOLEY	AL	36535	(850) 492-5706 Ext. 0000
A1A Chem-Dry of the Gold Coast II	905 N RAILROAD AVE SUITE 2	BOYNTON BEACH	FL	33445	(561) 368-4481 Ext. 0000
A1A Chem-Dry of the Gold Coast	905 N RAILROAD AVE SUITE 2	BOYNTON BEACH	FL	33435	(561) 775-7711 Ext. 0000
Today's Chem-Dry	130 PINESONG DRIVE	CASSELBERRY	FL	32707	(407) 699-8300 Ext. 0000
Access Chem-Dry	15955 GREEN COVE BLVD.	CLERMONT	FL	34714	(863) 521-6555 Ext. 0000
Imperial Chem-Dry II	8301 NW 35TH CT	CORAL SPRINGS	FL	33065	(954) 346-3442 Ext. 0000
Imperial Chem-Dry	8301 NW 35TH COURT	CORAL SPRINGS	FL	33065	(954) 346-3442 Ext. 0000
Champion Chem-Dry	P.O. BOX 787	CRYSTAL BEACH	FL	34681	(727) 934-7500 Ext. 0000
Absolute Chem-Dry	35351 NINA SUE LN	DADE CITY	FL	33523	(352) 518-0211 Ext. 0000
Chem-Dry of New Port Richey	1140 MAIN ST #5	DUNEDIN	FL	34698	(727) 844-0034 Ext. 0000
Chem-Dry Clearwater/Largo	1140 MAIN ST #5	DUNEDIN	FL	34698	(727) 447-4726 Ext. 0000
Southwest Chem-Dry I	21626 HELMSDALE RUN	ESTERO	FL	33928	(239) 494-8642 Ext. 0000
Southwest Chem-Dry II	21626 HELMSDALE RUN	ESTERO	FL	33928	(239) 949-4559 Ext. 0000
Chem-Dry of Fort Myers	21626 HELMSDALE RUN	ESTERO	FL	33928	(239) 949-4559 Ext. 0000
Chem-Dry of Collier County	21626 HELMSDALE RUN	ESTERO	FL	33928	(239) 949-4559 Ext. 0000
Southwest Chem-Dry III	21626 HELMSDALE RUN	ESTERO	FL	33928	(239) 494-8642 Ext. 0000
Southwest Chem-Dry V	21626 HELMSDALE RUN	ESTERO	FL	33928	(239) 949-4559 Ext. 0000
Southwest Chem-Dry X	21626 HELMSDALE RUN	ESTERO	FL	33928	(239) 949-4559 Ext. 0000
Chem-Dry by Choice	5000 US HIGHWAY 17 STE 18	FLEMING ISLAND	FL	32003-8250	(904) 269-0303 Ext. 0000
Southwest Chem-Dry VIII	10090 INTERCOM DRIVE B15	FORT MYERS	FL	33913	(239) 949-4559 Ext. 0000
Southwest Chem-Dry IX	10090 INTERCOM DRIVE B15	FORT MYERS	FL	33913	(239) 949-7559 Ext. 0000
Chem-Dry by Emerald Coast II	PO BOX 95	FT WALTON BEACH	FL	32549	(850) 650-7707 Ext. 0000
Chem-Dry by the Emerald Coast I	PO BOX 95	FORT WALTON BEACH	FL	32549	(850) 862-6902 Ext. 0000
Chem-Dry by the Emerald Coast III	PO BOX 95	FORT WALTON BEACH	FL	32549	(850) 231-1207 Ext. 0000
Chem-Dry by the Emerald Coast V	PO BOX 95	FORT WALTON BEACH	FL	32549	(850) 939-9480 Ext. 0000
Chem-Dry by the Emerald Coast VI	P.O. BOX 95	FORT WALTON BEACH	FL	32549	(850) 862-6902 Ext. 0000

Advanced Chem-Dry	17211 LAURELIN COURT	FT MYERS	FL	33917	(239) 945-7757 Ext. 0000
Gatorville Chem-Dry	4022 SW 21ST LN	GAINESVILLE	FL	32607	(352) 378-4111 Ext. 0000
Action Chem-Dry	3500-E NW 97TH BLVD	GAINESVILLE	FL	32606	(352) 331-2436 Ext. 0000
Register's Chem-Dry	12726 Hamp Register Road	GLEN SAINT MARY	FL	32040	(386) 965-7999 Ext. 0000
McLean Chem-Dry II	815 N HOMESTEAD BLVD #149	HOMESTEAD	FL	33030	(305) 245-7556 Ext. 0000
McLean Chem-Dry	815 N HOMESTEAD BLVD #149	HOMESTEAD	FL	33030	(305) 245-7556 Ext. 0000
Chem-Dry of Jacksonville	10497 INNISBROOK DRIVE	JACKSONVILLE	FL	32222	(904) 778-7878 Ext. 0000
First Coast Chem-Dry	9655 FLA MINING BLVD W. SUITE 606	JACKSONVILLE	FL	32257	(904) 262-2322 Ext. 0000
Chem-Dry by Turner	3545 THOMAS STREET	JACKSONVILLE	FL	32254	(904) 981-3020 Ext. 0000
Chem-Dry of Orlando	6653 POWERS AVE SUITE #18	JACKSONVILLE	FL	32217-8807	(407) 324-8010 Ext. 0000
Zachary's Chem-Dry	11215 ST JOHNS INDUSTRIAL PKWY N.	JACKSONVILLE	FL	32246	(904) 620-7310 Ext. 0000
First Coast Chem-Dry II	11624 DAVIS CREEK RD. EAST	JACKSONVILLE	FL	32256	(904) 262-2322 Ext. 0000
Lui's Chem-Dry	325 MONTICELLO CT.	JACKSONVILLE	FL	32259	(904) 742-3905 Ext. 0000
All Pro Chem-Dry	360 LOLLY LANE	JACKSONVILLE	FL	32259	(904) 230-9918 Ext. 0000
Chem-Dry of Duval	6653 POWERS AVE SUITE #241	JACKSONVILLE	FL	32217	(904) 731-4750 Ext. 0000
Chem-Dry of St. Augustine	6653 POWERS AVE SUITE #241	JACKSONVILLE	FL	32217	(904) 824-8188 Ext. 0000
Beachside Chem-Dry	74 6TH ST S#101	JACKSONVILLE BEACH	FL	32250	(904) 220-9977 Ext. 0000
Tropical Chem-Dry	9650 S. Ocean Drive	Jensen Beach	FL	34957	(772) 621-7182 Ext. 0000
Ace Chem-Dry Carpet & Uphlstry Clng II	6413 STONEHURST CIR	LAKEWORTH	FL	33472	(954) 575-1360 Ext. 0000
Ace Chem-Dry Cpt/Uph Cleaning	6413 STONEHURST CIR	LAKEWORTH	FL	33467	(561) 738-5020 Ext. 0000
Ocean Cities Chem-Dry	6413 STONEHURST CIR	LAKEWORTH	FL	33437	(561) 738-5021 Ext. 0000
Diversity Chem-Dry	22811 RICHARDSON LANE	LAND O' LAKES	FL	34639	(813) 995-9207 Ext. 0000
Diversity Chem-Dry II	22811 RICHARDSON LANE	LAND O' LAKES,	FL	34639	(813) 995-9207 Ext. 0000
Chem-Dry Gulfstream	16260 90TH ST. NORTH	LOXAHATCHEE	FL	33470	(561) 746-3040 Ext. 0000
Chem-Dry of Tampa	18403 Bittern Ave	LUTZ	FL	33558	(813) 402-8403 Ext. 0000
Chem-Dry A-Plus	680 SOUTH BANANA RIVER DRIVE	MERRITT ISLAND	FL	32952-2711	(321) 452-2852 Ext. 0000
Chem-Dry of South Florida	9793 SW 138 AVE	MIAMI	FL	33186	(305) 233-6433 Ext. 0000
Sunshine Chem-Dry	6771 SW 7th ST	MIAMI	FL	33144	(786) 339-9168 Ext. 0000
Chem-Dry of Pensacola	6487 ARLINGWOOD DRIVE	MILTON	FL	32570	(850) 433-2200 Ext. 0000
Chem-Dry Carpet Cleaning by Warren	2940 2ND ST. N.E.	NAPLES	FL	34120	(239) 455-7452 Ext. 0000
Chem-Dry Carpet Cleaning by Warren	2940 2ND ST. NE	NAPLES	FL	34120	(239) 455-7452 Ext. 0000
A'Alpha Chem-Dry By Rhein	460 19TH STREET NORTHWEST	NAPLES	FL	34120	(239) 489-1191 Ext. 0000
Chem-Dry by Rhein	460 19TH STREET NORTHWEST	NAPLES,	FL	34120	(239) 353-4246 Ext. 0000
Joe Dimeo Chem-Dry	4110 FLORAMAR TERRACE	NEW PORT RICHEY	FL	34652	(727) 772-5857 Ext. 0000
Joe Dimeo Chem-Dry II	4110 FLORAMAR TERRACE	NEW PORT RICHEY	FL	34652	(727) 772-5851 Ext. 0000
Chem-Dry of Smyrna	P.O. BOX 113	NEW SMYRNA BEACH	FL	32170	(386) 428-3338 Ext. 0000
Community Chem-Dry	3715 LUNDALE AVENUE	NORTH PORT	FL	34286	(941) 426-5374 Ext. 0000
Chem-Dry of Charlotte County I	2594 DUCHESS LANE	NORTH PORT,	FL	34286-3508	(941) 627-8070 Ext. 0000
Nature's Choice Chem-Dry	1822 NE 39th Court	OCALA	FL	34470	(352) 369-9016 Ext. 0000
Country Side Chem-Dry	PO BOX 771142	OCALA	FL	34477	(352) 307-4100 Ext. 0000
Buccaneer Chem-Dry II	8903 BRYN MAR WAY	ODESSA	FL	33556	(727) 535-1011 Ext. 0000
Buccaneer Chem-Dry	8903 BRYN MAR WAY	ODESSA	FL	33556	(813) 886-7990 Ext. 0000
Elite Chem-Dry	708 22ND STREET	ORLANDO	FL	32805	(321) 276-9951 Ext. 0000
Chem-Dry of Ormond & Daytona Beach	115 FIESTA DRIVE	ORMOND BEACH	FL	32174	(386) 615-0770 Ext. 0000
All Star Chem-Dry II	976 STONELAKE DR	ORMOND BEACH	FL	32174	(386) 586-2220 Ext. 0000
All Star Chem-Dry	976 STONELAKE DR	ORMOND BEACH	FL	32174	(386) 586-2220 Ext. 0000
Chem-Dry by the Sea	5176 SW LANDING CREEK DRIVE	PALM CITY	FL	34990	(772) 286-9282 Ext. 0000

Chem-Dry by the Sea II	5176 SW LANDING CREEK DRIVE	PALM CITY	FL	34990	(772) 286-9282 Ext. 0000
Pat's Chem-Dry Carpet Cleaning	12 FERDINAND LANE	PALM COAST	FL	32137	(386) 445-1434 Ext. 0000
Kevin's Chem-Dry	130 TREASURE PALM DRIVE	PANAMA CITY BEACH	FL	32408	(850) 784-1553 Ext. 0000
Premier Chem-Dry	2450 W SAMPLE RD SUITE 5	POMPANO BEACH	FL	33073	(877) 577-1877 Ext. 0000
Premier Chem-Dry II	2450 W SAMPLE RD SUITE 5	POMPANO BEACH	FL	33073	(877) 577-1877 Ext. 0000
Premier Chem-Dry III	2450 W SAMPLE RD SUITE 5	POMPANO BEACH	FL	33073	(877) 577-1877 Ext. 0000
Premier Chem-Dry IV	2450 W SAMPLE RD SUITE 5	POMPANO BEACH	FL	33073	(877) 577-1877 Ext. 0000
Premier Chem-Dry V	2450 W SAMPLE RD SUITE 5	POMPANO BEACH	FL	33073	(877) 577-1877 Ext. 0000
Five Star Chem-Dry	213 PHEASANT RUN	PONTE VEDRA BEACH	FL	32082	(904) 285-0900 Ext. 0000
Tropical Chem-Dry II	2341 SW Antiquera St.	PORT ST. LUCIE	FL	34953	(772) 621-7182 Ext. 0000
Chem-Dry of Hillsborough County	723 PARKER DEN DRIVE	RUSKIN	FL	33570	(813) 777-8975 Ext. 0000
Chem-Dry of Sarasota	1917 17TH STREET	SARASOTA	FL	34234	(941) 377-8651 Ext. 0000
Chem-Dry V.I.P. Service II	1917 17TH STREET	SARASOTA	FL	34234	(941) 955-6180 Ext. 0000
Johnson Chem-Dry II	1917 17TH STREET	SARASOTA	FL	34234	(941) 856-6971 Ext. 0000
Chem-Dry Intercoastal III	1917 17TH STREET	SARASOTA	FL	34234	(941) 951-1109 Ext. 0000
Chem-Dry Intercoastal V	1917 17TH STREET	SARASOTA	FL	34234	(941) 951-1109 Ext. 0000
Chem-Dry V.I.P Services	1917 17TH STREET	SARASOTA	FL	34234	(941) 746-4363 Ext. 0000
Chem-Dry of Manatee County	1917 17TH STREET	SARASOTA	FL	34234	(941) 746-2770 Ext. 0000
Chem-Dry Intercoastal	1917 17TH STREET	SARASOTA	FL	34234	(941) 951-1109 Ext. 0000
Chem-Dry Intercoastal II	1917 17TH STREET	SARASOTA	FL	34234	(941) 951-1109 Ext. 0000
Johnson Chem-Dry	1917 17TH STREET	SARASOTA	FL	34234	(941) 359-1457 Ext. 0000
Chem-Dry of Highlands County II	212 REVSON AVE	SEBRING	FL	33876	(863) 385-6868 Ext. 0000
Chem-Dry of Highlands County	212 REVSON AVENUE	SEBRING	FL	33876	(863) 385-6868 Ext. 0000
Chem-Dry by J & J	P.O. BOX 992	SEFFNER	FL	33583-0992	(813) 653-3486 Ext. 0000
Paradise Chem-Dry I	8755 NARCISSUS AVE. N.	SEMINOLE	FL	33777	(727) 397-9999 Ext. 0000
Chem-Dry of Ocala/Marion Co.	P.O. BOX 2100	SILVER SPRINGS	FL	34489	(352) 368-1044 Ext. 0000
First Class Chem-Dry V	10575 HEARTH ROAD	SPRING HILL	FL	34608	(352) 795-6667 Ext. 0000
First Class Chem-Dry VII	10575 HEARTH ROAD	SPRING HILL	FL	34608	(352) 683-9757 Ext. 0000
First Class Chem-Dry IV	10575 HEARTH ROAD	SPRING HILL	FL	34608	(352) 683-9757 Ext. 0000
First Class Chem-Dry I	10575 HEARTH ROAD	SPRINGHILL	FL	34608	(352) 683-9757 Ext. 0000
First Class Chem-Dry VIII	10575 HEARTH ROAD	SPRINGHILL	FL	34608	(863) 665-9258 Ext. 0000
Chem-Dry Coastal CC	1644 SW GREGOR WAY	STUART	FL	34997	(772) 288-1141 Ext. 0000
Capital Chem-Dry of Florida	1510-2 CAPITAL CIRCLE SE	TALLAHASSEE	FL	32301	(850) 878-4782 Ext. 0000
Chem-Dry Hal	6418 EAST PINEHURST CIRCLE	TAMARAC	FL	33321-3539	(954) 722-0888 Ext. 0000
Chem-Dry Hal II	6418 EAST PINEHURST CIRCLE	TAMARAC	FL	33321-3539	(561) 488-4526 Ext. 0000
Ambassador Chem-Dry	7517 SAVANNAH LANE	TAMPA	FL	33637	(813) 962-6214 Ext. 0000
Able & Ready Chem-Dry	14103 DAVENPORT PLACE	TAMPA	FL	33625	(813) 969-0000 Ext. 0000
Dan's Chem-Dry	1217 E. ELLICOTT STREET	TAMPA	FL	33603	(813) 238-1637 Ext. 0000
Champion Chem-Dry II	115 KATHLEEN COURT	TARPON SPRINGS	FL	34689	(727) 934-7500 Ext. 0000
Bay Area Chem-Dry	307 BRANDYWINE DRIVE	VALRICO	FL	33594	(813) 681-6704 Ext. 0000
Chem-Dry Countywide CC	145 9TH DRIVE	VERO BEACH	FL	32962	(772) 569-7839 Ext. 0000
Chem-Dry of Broward County	4356 Okeechobee Blvd	WEST PALM BEACH	FL	33409	(954) 805-4747 Ext. 0000
Chem-Dry of Palm Beach County	4356 Okeechobee Blvd	WEST PALM BEACH	FL	33409	(561) 727-7116 Ext. 0000
P&H Chem-Dry	11867 Camden Park Drive	WINDERMERE	FL	34786	(407) 217-5570 Ext. 0000
Accolade Chem-Dry III	5714 19TH STREET	ZEPHYRHILLS	FL	33542	(813) 780-8464 Ext. 0000
Accolade Chem-Dry II	5714 19TH STREET	ZEPHYRHILLS	FL	33542	(813) 780-8464 Ext. 0000
Accolade Chem-Dry	5714 19TH STREET	ZEPHYRHILLS	FL	33542	(813) 780-8464 Ext. 0000

Chem-Dry of Lake County	380 N. ELMRIDGE AVE.	BROOKFIELD	WI	53005	(352) 504-0375 Ext. 0000
Champion Chem-Dry V	380 N. ELMRIDGE AVE.	BROOKFIELD	WI	53005	(352) 433-1017 Ext. 0000
Chem-Dry of the Villages	380 N. ELMRIDGE AVE.	BROOKFIELD	WI	53005	(352) 350-7698 Ext. 0000
<b>GEORGIA FRANCHISES</b>					
Brown's Chem-Dry IV	680 PICKETTS LAKE DRIVE	ACWORTH	GA	30101	(404) 688-3003 Ext. 0000
Brown's Chem-Dry V	680 Picketts Lake Drive	Acworth	GA	30101	(770) 834-5169 Ext. 0000
Brown's Chem-Dry	680 PICKETTS LAKE DRIVE	ACWORTH	GA	30101	(770) 577-2259 Ext. 0000
Brown's Chem-Dry II	680 Picketts Lake Drive	Acworth	GA	30101	(770) 953-2044 Ext. 0000
Brown's Chem-Dry VII	680 PICKETTS LAKE DRIVE	ACWORTH	GA	30101	(770) 577-2259 Ext. 0000
Chem-Dry of Fulton-Forsyth	71 WILLS DR	ALPHARETTA	GA	30009-1813	(770) 886-9300 Ext. 0000
Chem-Dry of Fulton-Forsyth II	71 WILLS DR	ALPHARETTA	GA	30009	(770) 886-9300 Ext. 0000
Classic City Chem-Dry	182 TAWNYBERRY DRIVE	ATHENS	GA	30606	(706) 207-9922 Ext. 0000
Classic City Chem-Dry II	182 TAWNYBERRY DR	ATHENS	GA	30606	(706) 207-9922 Ext. 0000
Chastain Chem-Dry Carpet Pros	PO BOX 421971	ATLANTA	GA	30342	(404) 351-7071 Ext. 0000
Chastain Chem-Dry Carpet Pros III	PO BOX 421971	ATLANTA	GA	30342	(770) 507-0721 Ext. 0000
Chastain Chem-Dry Carpet Pros IV	PO BOX 421971	ATLANTA	GA	30342	(404) 351-7071 Ext. 0000
Chastain Chem-Dry Carpet Pros II	PO BOX 421971	ATLANTA	GA	30342	(770) 495-7523 Ext. 0000
Chastain Chem-Dry Carpet Pros V	PO BOX 421971	ATLANTA	GA	30342	(404) 351-7071 Ext. 0000
CHASTAIN CHEM-DRY CARPET PROS VI	PO BOX 421971	ATLANTA	GA	30342	(770) 887-3878 Ext. 0000
Chastain Chem-Dry Carpet Pros VII	PO BOX 421971	ATLANTA	GA	30342	(770) 591-9096 Ext. 0000
Chastain Chem-Dry Carpet Pros VIII	P.O. BOX 421971	ATLANTA	GA	30342	(404) 351-7071 Ext. 0000
Chastain Chem-Dry Carpet Pros IX	PO BOX 421971	ATLANTA	GA	30342	(404) 351-7071 Ext. 0000
Chastain Chem-Dry Carpet Pros X	PO BOX 421971	ATLANTA	GA	30342	(770) 943-2411 Ext. 0000
Chem-Dry of Augusta	4193 QUAIL SPRINGS CIRCLE	AUGUSTA	GA	30907	(706) 868-0191 Ext. 0000
Suburban Chem-Dry	5044 B.U. BOWMAN DRIVE STE 101	BUFORD	GA	30518	(770) 623-8393 Ext. 0000
CHEM-DRY OF GAINESVILLE	5044 B.U. BOWMAN DRIVE, SUITE 101	BUFORD	GA	30518	(770) 534-5738 Ext. 0000
Boothe's Majestic Chem-Dry	2228 WALLS MTN.	HIAWASSEE	GA	30546	(706) 379-2397 Ext. 0000
Boothe's Majestic Chem-Dry II	2228 WALLS MTN.	HIAWASSEE	GA	30546	(706) 379-2397 Ext. 0000
All-Star Chem-Dry	3068 WREN CIRCLE NW	KENNESAW	GA	30144-1141	(770) 425-6999 Ext. 0000
All-Star Chem-Dry II	3068 WREN CIRCLE	KENNESAW	GA	30144-1141	(770) 425-6999 Ext. 0000
Massey's Chem-Dry II	110 LEXINGTON LANE	KINGSLAND	GA	31548	(912) 673-8883 Ext. 0000
Massey's Chem-Dry	110 LEXINGTON	KINGSLAND	GA	31548	(912) 673-8883 Ext. 0000
Chem-Dry of Macon	6629 HAWKINSVILLE RD	MACON	GA	31216	(478) 781-6557 Ext. 0000
Chem-Dry Atlanta VI	1395 S. MARIETTA PKWY BLDG 900 SUITE 900	MARIETTA	GA	30067	(770) 218-5656 Ext. 0000
Chem-Dry Atlanta	1395 S MARIETTA PKWY BLDG 900	MARIETTA	GA	30067	(770) 218-5656 Ext. 0000
Chem-Dry of East Cobb	1395 S. MARIETTA PKWY BLDG 900 SUITE 900	MARIETTA	GA	30067	(770) 218-5656 Ext. 0000
One Way Chem-Dry	1546 DEWBERRY TRAIL	MARIETTA	GA	30062	(770) 977-3088 Ext. 0000
Chem-Dry Atlanta IV	1395 S. MARIETTA PKWY BLDG 900 SUITE 900	MARIETTA	GA	30067	(404) 231-8583 Ext. 0000
Chem-Dry Atlanta II	1395 S. MARIETTA PKWY BLDG 900 SUITE 900	MARIETTA	GA	30067	(770) 218-5656 Ext. 0000
Chem-Dry Atlanta III	1395 S. MARIETTA PKWY BLDG 900 SUITE 900	MARIETTA	GA	30067	(770) 887-8980 Ext. 0000
Chem-Dry of Georgia I	PO BOX 3043	PEACHTREE CITY	GA	30269	(770) 631-4536 Ext. 0000
Chem-Dry of Georgia II	PO BOX 3043	PEACHTREE CITY	GA	30269	(770) 252-0038 Ext. 0000
Chem-Dry of Fayette	P.O. Box 2228	PEACHTREE CITY	GA	30269	(770) 487-4904 Ext. 0000
Chem-Dry of Coweta	1000 Cooper Circle	PEACHTREE CITY	GA	30269	(770) 252-7875 Ext. 0000
Wann's Chem-Dry	270 JOE TIKE DR.	RINGGOLD	GA	30736	(706) 866-5445 Ext. 0000
Chem-Dry of Savannah	200 EAST MONTGOMERY CROSS ROADS	SAVANNAH	GA	31406	(912) 352-8400 Ext. 0000
Lenox Chem-Dry	1640-L ROSWELL STREET	SMYRNA	GA	30080	(404) 233-8898 Ext. 0000

Lenox Chem-Dry II	1640-L ROSWELL STREET	SMYRNA	GA	30080	(770) 419-1788 Ext. 0000
Alpha Chem-Dry I	1640-L ROSWELL STREET	SMYRNA	GA	30080	(770) 495-7004 Ext. 0000
Alpha Chem-Dry II	1640-L ROSWELL STREET	SMYRNA	GA	30080	(770) 495-7004 Ext. 0000
A-1 Chem-Dry II	3171 CHIMNEY RIDGE WEST	SNELLVILLE	GA	30078	(770) 979-6660 Ext. 0000
Chem-Dry of Dixie II	3171 CHIMNEY RIDGE WEST	SNELLVILLE	GA	30078	(770) 978-0916 Ext. 0000
Metro Chem-Dry II	3171 CHIMNEY RIDGE WEST	SNELLVILLE	GA	30078	(770) 985-5929 Ext. 0000
Metro Chem-Dry III	3171 CHIMNEY RIDGE WEST	SNELLVILLE	GA	30078	(770) 978-0916 Ext. 0000
Chem-Dry of Dixie	3171 CHIMNEY RIDGE WEST	SNELLVILLE	GA	30078	(770) 978-0916 Ext. 0000
A-1 Chem-Dry	3171 CHIMNEY RIDGE WEST	SNELLVILLE	GA	30078	(770) 979-6660 Ext. 0000
Metro Chem-Dry	3171 CHIMNEY RIDGE WEST	SNELLVILLE	GA	30078	(770) 985-5929 Ext. 0000
Southeastern Chem-Dry	215 SAVANNAH AVE	STATESBORO	GA	30458	(912) 489-8832 Ext. 0000
SOUTHERN FRESH CHEM DRY	135 HOWELL ROAD	TYRONE	GA	30290	(678) 568-9177 Ext. 0000
Steve's Chem-Dry	642 JUSTIN DR.	VALDOSTA	GA	31602	(229) 244-3304 Ext. 0000
Chem-Dry of CSRA II	1015 GEORGIA AVE	NORTH AUGUSTA	SC	29841	(803) 278-6050 Ext. 0000
All Seasons Chem-Dry VIII	165 GOLD STAR DRIVE	CLEVELAND	TN	37311	(706) 858-0112 Ext. 0000
Southern Empire II Chem-Dry	1129 SOUTH SEMINOLE DRIVE	EAST RIDGE	TN	37412	(423) 698-1139 Ext. 0000
<b>HAWAII FRANCHISES</b>					
Great White Chem-Dry	P.O. BOX 655	HAUULA	HI	96717	(808) 738-0174 Ext. 0000
Island Chem-Dry	1755 MEI PLACE	KAPAA	HI	96746	(808) 821-1105 Ext. 0000
Aloha Chem-Dry	1297 Kukulua Street	Kapolei	HI	96707	(808) 685-6528 Ext. 0000
<b>IOWA FRANCHISES</b>					
Chem-Dry of NE Iowa	P.O. BOX 279	CEDAR FALLS	IA	50613	(319) 277-2585 Ext. 0000
Klein Chem-Dry	118 11TH STREET SW	CEDAR RAPIDS	IA	52404	(319) 390-1931 Ext. 0000
Tri State Chem-Dry	118 11TH STREET SW	CEDAR RAPIDS	IA	52404	(563) 556-3697 Ext. 0000
Gateway Chem-Dry I	759 12TH AVENUE NORTH	CLINTON	IA	52732	(563) 242-3238 Ext. 0000
Chem-Dry of Southeast Iowa	1222 GLENVIEW CIR	FAIRFIELD	IA	52556-3701	(641) 469-6115 Ext. 0000
Cynde's Chem-Dry	19 NORTH 12TH STREET	FORT DODGE	IA	50501	(515) 955-2164 Ext. 0000
Winfrey Chem-Dry II	1217 E 18TH ST	NORWALK	IA	50211	(515) 288-0529 Ext. 0000
Winfrey Chem-Dry	1217 E 18TH ST	NORWALK	IA	50211	(515) 981-3034 Ext. 0000
Schneider Chem-Dry	302 SOUTH I	OSKALOOSA	IA	52577	(641) 673-9525 Ext. 0000
Schneider Chem-Dry II	302 SOUTH I ST.	OSKALOOSA	IA	52577	(641) 673-9525 Ext. 0000
Klein Chem-Dry II	7206 RAILWAY STREET	PALO	IA	52324	(319) 390-1931 Ext. 0000
Chem-Dry of Siouxland	5817 STONE AVE.	SIOUX CITY	IA	51106	(712) 266-1177 Ext. 0000
Hawkeye Chem-Dry IV	13798 N 2200th Ave.	Geneseo	IL	61254	(800) 942-3375 Ext. 0000
Hawkeye Chem-Dry	13798 N 2200th Ave.	Geneseo	IL	61254	(319) 338-5525 Ext. 0000
Hawkeye Chem-Dry V	13798 N 2200th Ave.	Geneseo	IL	61254	(309) 944-3376 Ext. 0000
M.S. Chem-Dry II	8943 J STREET	OMAHA	NE	68127	(712) 328-7412 Ext. 0000
<b>IDAHO FRANCHISES</b>					
Chem-Dry of Blackfoot & Pocatello	720 PEARL DR	BLACKFOOT	ID	83221	(208) 785-1300 Ext. 0000
Chem-Dry of Blackfoot & Pocatello II	720 PEARL DR.	BLACKFOOT	ID	83221	(208) 785-1300 Ext. 0000
Chem-Dry of Coeur D'Alene II	2311 E HARRISON AVE.	COEUR D'ALENE	ID	83814	(208) 777-4116 Ext. 0000
Chem-Dry of Southern Idaho	P.O. BOX 3126	HAILEY	ID	83333	(208) 788-3999 Ext. 0000
Sunshine Chem-Dry	P O BOX 3173	IDAHO FALLS	ID	83403-3173	(208) 529-9559 Ext. 0000
Champion Chem-Dry	2184 CHANNING WAY PMB #456	IDAHO FALLS	ID	83404	(208) 529-2771 Ext. 0000
Clearwater Chem-Dry III	2828 Knollcrest Drive	LEWISTON	ID	83501	(208) 746-7056 Ext. 0000
Clearwater Chem-Dry	2828 Knollcrest Drive	LEWISTON	ID	83501	(208) 746-7056 Ext. 0000
Clearwater Chem-Dry II	2828 Knollcrest Drive	LEWISTON	ID	83501	(208) 746-7056 Ext. 0000

Country Chem-Dry	1331 NORTH 2100 WEST	MALAD	ID	83252	(208) 766-2370 Ext. 0000
Chem-Dry of Treasure Valley	200 N BALTIC PL STE 106	MERIDIAN	ID	83642	(208) 322-7771 Ext. 0000
Chem-Dry of Boise	200 N BALTIC PL STE 106	MERIDIAN	ID	83642	(208) 322-7771 Ext. 0000
Chem-Dry of Treasure Valley	200 N. Baltic Place, Suite 106	MERIDIAN	ID	83642	(208) 322-7771 Ext. 0000
Chem-Dry of Boise II	200 NORTH BALTIC PL STE 106	MERIDIAN	ID	83642	(208) 322-7771 Ext. 0000
A-1 Chem-Dry	909 3RD ST S	NAMPA	ID	83651	(208) 467-9700 Ext. 0000
Can-ada Chem-Dry	909 3RD ST S	NAMPA	ID	83651	(208) 888-2121 Ext. 0000
Capital Chem-Dry	909 3RD ST S	NAMPA	ID	83651	(208) 345-4454 Ext. 0000
A-1 Chem-Dry II	909 3RD ST S	NAMPA	ID	83651	(541) 889-6477 Ext. 0000
A-1 Chem-Dry V	909 3RD ST S.	NAMPA	ID	83651	(208) 587-1772 Ext. 0000
Tri-County Chem-Dry	909 3RD ST S	NAMPA	ID	83651	(208) 466-9509 Ext. 0000
Chem-Dry of Meridian	909 3RD ST S	NAMPA	ID	83651	(208) 466-9509 Ext. 0000
A-1 Chem-Dry III	909 3RD ST. S	NAMPA	ID	83651	(208) 475-5100 Ext. 0000
A-1 Chem-Dry IV	909 3RD ST. S.	NAMPA	ID	83651	(208) 467-9700 Ext. 0000
Chem-Dry of Coeur D'Alene	3680 E COVINGTON AVE, STE 1	POST FALLS	ID	83854	(208) 777-4116 Ext. 0000
Chem-Dry of North Idaho	3680 E COVINGTON AVE. STE 1	POST FALLS	ID	83854	(208) 265-4601 Ext. 0000
Remington Chem-Dry	P O BOX 82	REXBURG	ID	83440	(208) 356-6116 Ext. 0000
Action-Plus Chem-Dry CC of Magic Valley	1605 GRANDVIEW DR N #46	TWIN FALLS	ID	83301	(208) 734-1774 Ext. 0000
Chem-Dry 4-Seasons	1605 GRANDVIEW DR N #46	TWIN FALLS	ID	83301	(208) 734-1774 Ext. 0000
<b>ILLINOIS FRANCHISES</b>					
A-OK Chem-Dry II	1129 W. ALGONQUIN ROAD	ALGONQUIN	IL	60102	(847) 295-0101 Ext. 0000
A-OK Chem-Dry	1129 W. ALGONQUIN ROAD	ALGONQUIN	IL	60102	(847) 359-9595 Ext. 0000
A-OK Chem-Dry III	1129 W. ALGONQUIN ROAD	ALGONQUIN	IL	60102	(847) 658-8855 Ext. 0000
Emanuel Chem-Dry	6705 31ST ST.	BERWYN	IL	60402	(312) 339-2963 Ext. 0000
Chem-Dry of Central Illinois	603 S VALE ST	BLOOMINGTON	IL	61701	(309) 661-9830 Ext. 0000
Chem-Dry CleanMasters IV	3 TURTLEBACK CT.	BLOOMINGTON	IL	61705	(309) 681-1744 Ext. 0000
Chem-Dry CleanMasters II	3 TURTLEBACK CT	BLOOMINGTON	IL	61704	(309) 681-1744 Ext. 0000
Chem-Dry of Central Illinois II	603 SOUTH VALE	BLOOMINGTON	IL	61701	(309) 661-9830 Ext. 0000
Chem-Dry of Chicago	1436 FOREST AVE	CALUMET CITY	IL	60409-6048	(708) 862-6565 Ext. 0000
Chem-Dry Carpetmaster	452 ESSEX PL.	CAROL STREAM	IL	60188	(630) 752-9455 Ext. 0000
Star Chem-Dry	3603 Roanoke Avenue	CARPENTERSVILLE	IL	60110	(847) 809-9565 Ext. 0000
Chem-Dry by Tom & Tina	1122 CHICKORY RIDGE TRAIL	CARY	IL	60013	(847) 550-0828 Ext. 0000
Chem-Dry of Champaign	P.O. Box 1183	CHAMPAIGN	IL	61824-1183	(217) 972-7123 Ext. 0000
Chem-Dry of Springfield IV	304 MANOR HILL	CHATHAM	IL	62629	(217) 789-9788 Ext. 0000
Chem-Dry of Springfield II	304 MANOR HILL	CHATHAM	IL	62629	(217) 789-9788 Ext. 0000
Chem-Dry of Springfield V	304 MANOR HILL	CHATHAM	IL	62629	(217) 789-9788 Ext. 0000
Chem-Dry of Springfield I	304 MANOR HILL	CHATHAM	IL	62629	(217) 789-9788 Ext. 0000
Chem-Dry of Springfield III	304 MANOR HILL	CHATHAM	IL	62629	(217) 789-9788 Ext. 0000
Midwest Chem-Dry	11248 SOUTH MILLARD	CHICAGO	IL	60655	(773) 881-4676 Ext. 0000
A-Abel Chem-Dry	106 WEBSTER DRIVE	COLUMBIA	IL	62236	(618) 234-6815 Ext. 0000
Chem-Dry Carpet Pro's	454 FAIRFAX DR.	COLUMBIA	IL	62236	(618) 281-7921 Ext. 0000
Chem-Dry by Dean	1614 KELLY AVE.	CREST HILL	IL	60403-2312	(630) 427-0654 Ext. 0000
Chem-Dry by DEAN III	1614 KELLY AVE	CREST HILL	IL	60403	(815) 727-0654 Ext. 0000
Chem-Dry by Dean II	1614 KELLY AVE	CREST HILL	IL	60403	(815) 727-0654 Ext. 0000
Chem-Dry of Macon County I	3876 N CONSTANT VIEW	DECATUR	IL	62526	(217) 875-7570 Ext. 0000
Chem-Dry of Macon County II	3876 N. CONSTANT VIEW	DECATUR	IL	62526	(217) 875-7570 Ext. 0000
Old Towne Chem-Dry II	120 CHATTANOOGA CT.	EDWARDSVILLE	IL	62025	(618) 659-9909 Ext. 0000



Hawkeye Chem-Dry II	13798 N 2200th Ave.	Geneseo	IL	61254	(800) 942-3375 Ext. 0000
Hawkeye Chem-Dry III	13798 N 2200th Ave.	Geneseo	IL	61254	(309) 944-3376 Ext. 0000
Green Way Chem-Dry	24779 Grange Road	Geneseo	IL	61254	(815) 280-0656
Hawkeye Chem-Dry VI	13798 N 2200th Ave.	Geneseo	IL	61254	(309) 944-3376 Ext. 0000
Old Towne Chem-Dry	20 Kettle River Dr.	GLEN CARBON	IL	62034	(618) 659-9909 Ext. 0000
Chem-Dry Windy City	4727 N. OKETO AVENUE	HARWOOD HEIGHTS	IL	60706	(773) 237-9839 Ext. 0000
D & C Chem-Dry	3313 Birchwood Drive	Hazel Crest	IL	60429	(708) 825-9118 Ext. 0000
Chem-Dry of Tinley Park I	16436 CHERRY CREEK CT. UNIT 5	JOLIET	IL	60433	(815) 469-3170 Ext. 0000
Chem-Dry of Tinley Park II	16436 CHERRY CREEK CT. UNIT 5	JOLIET	IL	60433	(708) 429-2303 Ext. 0000
Chem-Dry of Tinley Park III	16436 CHERRY CREEK CT.	JOLIET	IL	60433	(708) 429-2303 Ext. 0000
K & T Chem-Dry	16436 CHERRY CREEK CT. UNIT 5	JOLIET	IL	60433	(630) 848-2141 Ext. 0000
K & T Chem-Dry III	16436 CHERRY CREEK CT. UNIT 5	JOLIET	IL	60433	(815) 290-0845 Ext. 0000
K & T Chem-Dry II	16436 CHERRY CREEK CT. UNIT 5	JOLIET	IL	60433	(815) 469-3170 Ext. 0000
Chem-Dry of La Salle County	1717 CROSAT ST.	LA SALLE	IL	61301	(815) 223-8810 Ext. 0000
Suburban Chem-Dry	5217 ORCHARD TRAIL	MONEE	IL	60449	(708) 423-6664 Ext. 0000
Chem-Dry of Maple Hill	1345 RIVER OAK DRIVE	NAPERVILLE	IL	60565	(630) 983-6930 Ext. 0000
S & S CHEM-DRY II	2662 BIMINI LANE	NEW LENOX	IL	60451	(708) 423-1991 Ext. 0000
S & S Chem-Dry III	2662 BIMINI LANE	NEW LENOX	IL	60451	(708) 423-1991 Ext. 0000
S & S Chem-Dry	2662 BIMINI LANE	NEW LENOX	IL	60451	(815) 462-1500 Ext. 0000
Chem-Dry by Johnson	13814 SPANISH COURT	ORLAND PARK	IL	60467	(630) 334-7926 Ext. 0000
A-OK Chem-Dry IV	853 N. SANBOON DRIVE	PALATINE	IL	60074	(847) 304-4070 Ext. 0000
Chem-Dry CleanMasters	1507 EAST LAKE AVENUE	PEORIA HEIGHTS	IL	61616	(309) 681-1744 Ext. 0000
Chem-Dry of Rockford	5775 INDIAN TRAIL	ROCHELLE	IL	61068	(815) 282-5020 Ext. 0000
Chem-Dry Kishwaukee	5775 Indian Trail	ROCHELLE	IL	61068	(815) 762-7555 Ext. 0000
Carpet Tech Chem-Dry	85 E. GRANVILLE AVE	ROSELLE	IL	60172	(630) 307-3899 Ext. 0000
Sheridan Chem-Dry	434 PLYMOUTH LANE	SCHAUMBURG	IL	60193	(847) 981-0077 Ext. 0000
Chem-Dry by Tro-Beck	1123 HAMPTON HARBOR	SCHAUMBURG	IL	60193	(847) 632-0191 Ext. 0000
Chem-Dry by Jeff	8522 HARDING AVENUE	SKOKIE	IL	60076	(847) 933-9283 Ext. 0000
Arevalo Bros Chem-Dry II	4824 S. Linder Ave	STICKNEY	IL	60638	(708) 795-5932 Ext. 0000
Arevalo Bros Chem-Dry	4824 S Linder Ave.	STICKNEY	IL	60638	(708) 795-5932 Ext. 0000
Chem-Dry of Stratford II	2760 SAND PIPER TRAIL	W. CHICAGO	IL	60185	(630) 690-2520 Ext. 0000
Jeff's Chem-Dry	67 CLEMENTS RD	WALNUT HILL	IL	62893	(618) 249-6755 Ext. 0000
JEFF'S CHEM-DRY II	67 CLEMENTS RD.	WALNUT HILL	IL	62893	(618) 998-9373 Ext. 0000
Jeff's Chem-Dry IV	67 CLEMENTS RD.	WALNUT HILL	IL	62893	(618) 249-6755 Ext. 0000
Jeff's Chem-Dry III	67 CLEMENTS ROAD	WALNUT HILL	IL	62893	(618) 249-6755 Ext. 0000
Chem-Dry of Stratford	2760 SANDPIPER TRAIL	WEST CHICAGO	IL	60185	(630) 562-3930 Ext. 0000
A.A.A. Chem-Dry	1531 HUNTLEIGH DR	WHEATON	IL	60187	(630) 690-5846 Ext. 0000
Everclean by Chem-Dry II	8021 MASON LANE	WOODRIDGE	IL	60517	(630) 985-5663 Ext. 0000
Everclean by Chem-Dry	8021 MASON LANE	WOODRIDGE	IL	60517	(630) 985-5606 Ext. 0000
Magnificent Chem-Dry	6653 POWERS AVE SUITE #241	JACKSONVILLE	FL	32217	(904) 731-4750 Ext. 0000
Gateway Chem-Dry II	759 12TH AVENUE NORTH	CLINTON	IA	52732	(815) 626-7733 Ext. 0000
Hampton's Chem-Dry II	3528 MARKET ST	HANNIBAL	MO	63401	(217) 222-6624 Ext. 0000
Certified Chem-Dry of Greater St. Louis	6820 GRAVOIS AVE	ST LOUIS	MO	63116	(314) 457-1111 Ext. 0000
Certified Chem-Dry of Greater St. Louis	6820 GRAVOIS AVE	ST LOUIS	MO	63116	(314) 457-1111 Ext. 0000
<b>INDIANA FRANCHISES</b>					
Chem-Dry of Allen County	2370 EAST BASELINE RD.	ALBION	IN	46701	(260) 490-2705 Ext. 0000
Chem-Dry of Allen County II	2370 EAST BASELINE ROAD	ALBION	IN	46701	(260) 925-1877 Ext. 0000

Chem-Dry of Allen County IV	2370 EAST BASE LINE ROAD	ALBION	IN	46701	(260) 335-0905 Ext. 0000
Chem-Dry By Kevin Jones III	1604 COUNTY CLUB ROAD	AVON	IN	46123	(317) 273-9814 Ext. 0000
Chem-Dry of Marion County	6987 DONNELLY DRIVE	BROWNSBURG	IN	46112	(317) 852-0500 Ext. 0000
Chem-Dry of Hendricks County	521 S GREEN ST	BROWNSBURG	IN	46112	(317) 852-0500 Ext. 0000
Columbus Chem-Dry	1013 14TH STREET	COLUMBUS	IN	47201	(812) 376-0671 Ext. 0000
Double R Chem-Dry	1013 14th STREET	COLUMBUS	IN	47201	(812) 339-3830 Ext. 0000
A+ Chem-Dry	1013 14TH STREET	COLUMBUS	IN	47201	(812) 522-9736 Ext. 0000
Chem-Dry of Michiana	1800 STERLING AVE	ELKHART	IN	46516	(574) 255-8221 Ext. 0000
Chem-Dry of Granger	1800 STERLING AVE	ELKHART	IN	46516	(574) 255-8221 Ext. 0000
Chem-Dry of Granger	1800 STERLING AVENUE	ELKHART	IN	46516	(574) 255-8221 Ext. 0000
Chem-Dry of Goshen	1800 STERLING AVE	ELKHART	IN	46516	(574) 875-1919 Ext. 0000
Chem-Dry of Michiana II	1800 STERLING AVENUE	ELKHART	IN	46516	(574) 293-0994 Ext. 0000
Chem-Dry of Elkhart County	60345 NOTTINGHAM LN	ELKHART	IN	46517-9156	(574) 264-9412 Ext. 0000
Chem-Dry of Southern Indiana	10110 CARMEL COURT	EVANSVILLE	IN	47712	(812) 477-1518 Ext. 0000
Region Chem-Dry	7511 KNICKERBOCKER	HAMMOND	IN	46323	(219) 924-4442 Ext. 0000
Region Chem-Dry II	7511 KNICKERBOCKER PKWY	HAMMOND	IN	46323	(219) 844-4796 Ext. 0000
Capital City Chem-Dry III	5858 THUNDERBIRD RD	INDIANAPOLIS	IN	46236	(317) 462-3300 Ext. 0000
Chem-Dry by Kevin Jones II	1601 COUNTRY CLUB ROAD	INDIANAPOLIS	IN	46234	(317) 273-9814 Ext. 0000
Chem-Dry Excel	7723 W. 21st STREET	INDIANAPOLIS	IN	46214	(317) 271-4566 Ext. 0000
All-Brite Chem-Dry	5751 TIM TAM COURT	INDIANAPOLIS	IN	46237	(317) 786-9400 Ext. 0000
Capital City Chem-Dry II	5858 THUNDERBIRD RD	INDIANAPOLIS	IN	46236	(317) 852-0500 Ext. 0000
Chem-Dry of Johnson County II	5858 THUNDERBIRD RD	INDIANAPOLIS	IN	46236	(317) 882-1111 Ext. 0000
Chem-Dry by Kevin Jones	1601 Country Club Road	INDIANAPOLIS	IN	46234	(317) 273-9814 Ext. 0000
All-Brite Chem-Dry II	5751 TIM TAM COURT	INDIANAPOLIS	IN	46237	(317) 843-9400 Ext. 0000
CHEM-DRY BY KEVIN JONES IV	1601 COUNTRY CLUB RD.	INDIANAPOLIS	IN	46234	(317) 273-9814 Ext. 0000
Chem-Dry by Kevin Jones	1601 COUNTRY CLUB ROAD	INDIANAPOLIS	IN	46234	(317) 273-9815 Ext. 0000
Chem-Dry of Johnson County	5858 THUNDERBIRD RD	INDIANAPOLIS	IN	46236	(317) 826-2400 Ext. 0000
Capital City Chem-Dry	5858 THUNDERBIRD RD	INDIANAPOLIS	IN	46236	(317) 826-2400 Ext. 0000
Chem-Dry of Indianapolis II	5858 Thunderbird Road	INDIANAPOLIS	IN	46236	(317) 867-5550 Ext. 0000
Chem-Dry of Hamilton County	5858 THUNDERBIRD RD	INDIANAPOLIS	IN	46236	(317) 826-2400 Ext. 0000
Chem-Dry of Indianapolis	5858 THUNDERBIRD ROAD	INDIANAPOLIS	IN	46236	(317) 591-1000 Ext. 0000
Four Seasons Chem-Dry	1001 N Ryan Rd	JASPER	IN	47546	(812) 482-5328 Ext. 0000
HD Chem-Dry of St. Joseph County	601 WEST CATALPA DRIVE	MISHAWAKA	IN	46545	(574) 257-7578 Ext. 0000
Hoosier Chem-Dry	3232 SOUTH CRESTVIEW DRIVE	NEW CASTLE	IN	47362	(765) 524-1600 Ext. 0000
A B -N-C Chem-Dry	5092 HASKAMP RD	OLDENBURG	IN	47036	(812) 934-5060 Ext. 0000
Dan's Chem-Dry	14835 7B Road	Plymouth	IN	46563	
Anns Chem-Dry II	4661 DAVIS MILL ROAD NW	RAMSEY	IN	47166	(812) 738-6800 Ext. 0000
Ann's Chem-Dry III	4661 DAVIS MILL ROAD NW	RAMSEY	IN	47166	(812) 282-9310 Ext. 0000
Chem-Dry of Wayne County	3787 ELIZABETH STREET	RICHMOND	IN	47374	(765) 935-6577 Ext. 0000
Noble-Lagrange Chem-Dry	5090 W 300 N	SHIPSHEWANA	IN	46565	(260) 768-9130 Ext. 0000
Chem-Dry Express	228 S. Main Street	TIPTON	IN	46072	(317) 776-7668 Ext. 0000
Shirley's Chem-Dry	228 SOUTH MAIN STREET	TIPTON	IN	46072	(765) 457-8344 Ext. 0000
Shirley's Chem-Dry II	228 SOUTH MAIN STREET	TIPTON	IN	46072	(765) 675-7544 Ext. 0000
Chem-Dry of Porter County I	104 BILLINGS STREET SUITE B	VALPARAISO	IN	46383	(219) 462-3313 Ext. 0000
Chem-Dry of Lafayette	PO BOX 2951	W LAFAYETTE	IN	47996	(765) 423-1166 Ext. 0000
Chem-Dry of the Lakes	PO Box 992	WARSAW	IN	46581	(574) 268-1516 Ext. 0000
Crossroads Chem-Dry	741 Newburg Place	WESTFIELD	IN	46074	(317) 597-0090 Ext. 0000

Chem-Dry of Fort Wayne	380 N. Elmridge Ave	Brookfield	WI	53005	(260) 409-1138 Ext. 0000
<b>KANSAS FRANCHISES</b>					
Chem-Dry of Wichita	4957 N HIGHLAND STREET	BEL AIRE	KS	67220	(316) 315-0006 Ext. 0000
Karr's Chem-Dry	857 CYPRESS ST.	JUNCTION CITY	KS	66441	(785) 340-8435 Ext. 0000
Brooke's Chem-Dry	4751-2 S 13th St	LEAVENWORTH	KS	66048	(785) 542-9508 Ext. 0000
Brooke's Chem-Dry III	4751-2 S 13TH ST	LEAVENWORTH	KS	66048	(785) 272-9508 Ext. 0000
Brooke's Chem-Dry II	4751 S. 13th Street, Unit 2	LEAVENWORTH	KS	66048	(913) 351-3508 Ext. 0000
A-1 Chem-Dry II	7907 W 138TH ST	OVERLAND PARK	KS	66223	(913) 451-6000 Ext. 0000
Chem-Dry of Reno County	301 S. Snyder Street	Plevna	KS	67568	(620) 663-1807 Ext. 0000
A-Plus Chem-Dry of Central Kansas	PO BOX 3401	SALINA	KS	67402-3401	(785) 823-3222 Ext. 0000
A-Plus Chem-Dry of Central Kansas II	PO BOX 3401	SALINA	KS	67402-3401	(620) 245-9898 Ext. 0000
<b>KENTUCKY FRANCHISES</b>					
Chem-Dry CC of Warren County	1725 ASHLEY CIRCLE, SUITE 110	BOWLING GREEN	KY	42104	(270) 842-9802 Ext. 0000
Chem-Dry of Warren County II	1725 ASHLEY CIRCLE STE #110	BOWLING GREEN	KY	42104	(270) 842-9802 Ext. 0000
Chem-Dry of Owensboro II	1725 ASHLEY CIRCLE, STE. #110	BOWLING GREEN	KY	42104	(270) 842-9802 Ext. 0000
Chem-Dry of Henderson	1725 ASHLEY CIRCLE, SUITE #110	BOWLING GREEN	KY	42104	(270) 827-1130 Ext. 0000
Chem-Dry of Owensboro	1725 ASHLEY CIRCLE, SUITE 110	BOWLING GREEN,	KY	42104	(270) 684-0969 Ext. 0000
Bluegrass Chem-Dry	4135 ALEXANDRIA PIKE, #109	COLD SPRING	KY	41076	(859) 635-4672 Ext. 0000
Allen's Chem-Dry	PO BOX 4741	FRANKFORT	KY	40604	(502) 227-9755 Ext. 0000
Bluegrass Chem-Dry	116 KEELRIDGE DRIVE	GEORGETOWN	KY	40324	(502) 867-0403 Ext. 0000
Gary's Chem-Dry	4101 TATES CREEK CENTER STE 150 PMB 290	LEXINGTON	KY	40517-3061	(859) 225-8806 Ext. 0000
Chem-Dry of Louisville II	11009 KESTREL COURT	LOUISVILLE	KY	40241-4809	(502) 426-9342 Ext. 0000
Chem-Dry of Louisville	11009 KESTREL COURT	LOUISVILLE	KY	40241-4809	(502) 426-9342 Ext. 0000
Fight's Chem-Dry	2350 Ridgewood Drive	Madisonville	KY	42431	(270) 875-8083 Ext. 0000
Lakeland Chem-Dry I	2118 VILLA SQUARE	MURRAY	KY	42071	(270) 759-1569 Ext. 0000
Lakeland Chem-Dry II	2118 VILLA SQUARE	MURRAY	KY	42071	(270) 759-1569 Ext. 0000
Chem-Dry of Kentucky II	618 AUGUSTA DRIVE	RICHMOND	KY	40475	(859) 624-0942 Ext. 0000
Ann's Chem-Dry I	4661 DAVIS MILL ROAD NW	RAMSEY	IN	47166	(502) 327-7456 Ext. 0000
Chem-Dry of Ashland	2 DONAHUE CIR	CULLODEN	WV	25510	(606) 329-0658 Ext. 0000
<b>LOUISIANA FRANCHISES</b>					
Capitol City Chem-Dry	14728 HWY. 416	GLYNN	LA	70736	(225) 627-4387 Ext. 0000
Chem-Dry of Lafayette	102 BILLY LOU DRIVE	LAFAYETTE	LA	70508	(337) 988-1004 Ext. 0000
Chem-Dry of Acadiana	440 INDUSTRIAL PARKWAY, STE 8	LAFAYETTE	LA	70508-3365	(337) 233-9444 Ext. 0000
Chem-Dry of Calcasieu	1004 LAKE RIDGE LANE	LAKE CHARLES	LA	70605	(337) 436-3200 Ext. 0000
Action Chem-Dry on the Northshore	3424 COVE COURT	MANDEVILLE	LA	70448	(985) 624-8531 Ext. 0000
Affordable Chem-Dry	915 JIM GUILLORY ROAD	OPELOUSAS	LA	70570	(337) 769-1447 Ext. 0000
Miner's Chem-Dry	8849 SHIRLEY FRANCIS ROAD	SHREVEPORT	LA	71129	(318) 938-7464 Ext. 0000
<b>MASSACHUSETTS FRANCHISES</b>					
Aladdin Chem-Dry II	123 BROOKSIDE AVENUE	BROCKTON	MA	02301	(781) 749-5442 Ext. 0000
Aladdin Chem-Dry	123 BROOKSIDE AVENUE	BROCKTON	MA	02301	(508) 588-9818 Ext. 0000
Northeast Chem-Dry	866 WASHINGTON STREET	CANTON	MA	02021	(781) 821-5252 Ext. 0000
Northeast Chem-Dry II	866 WASHINGTON STREET	CANTON	MA	02021	(617) 227-7382 Ext. 0000
Pioneer Chem-Dry	PO BOX 1031	EASTHAMPTON	MA	01027	(413) 527-7548 Ext. 0000
Chem-Dry by Hennigan	22 SOUTH ORLEANS ROAD	HARWICH	MA	02645	(508) 255-6564 Ext. 0000
Windsor Chem-Dry	185 LINCOLN STREET	HINGHAM	MA	02043	(781) 749-9099 Ext. 0000
Chem-Dry Merrimack Valley	181 STEDMAN STREET #5	LOWELL	MA	01851	(978) 937-2343 Ext. 0000
Chem-Dry Merrimack Valley IV	181 STEDMAN STREET #5	LOWELL	MA	01851	(978) 475-5950 Ext. 0000

Chem-Dry Merrimack Valley VII	181 STEDMAN ST #5	LOWELL	MA	01851	(781) 944-1033 Ext. 0000
Chem-Dry Merrimack Valley VIII	181 STEDMAN ST #5	LOWELL	MA	01851	(978) 937-2343 Ext. 0000
South Shore Chem-Dry II	122 HIGH STREET	PEMBROKE	MA	02359	(781) 826-7133 Ext. 0000
South Shore Chem-Dry	122 HIGH STREET	PEMBROKE	MA	02359	(781) 585-1605 Ext. 0000
Chem-Dry on the North Shore	329 FRANKLIN ST	READING	MA	01867	(781) 942-2175 Ext. 0000
Chem-Dry on the North Shore III	329 FRANKLIN STREET	READING	MA	01867	(781) 942-2175 Ext. 0000
Chem-Dry on the North Shore II	329 FRANKLIN ST	READING	MA	01867	(781) 942-2175 Ext. 0000
Chem-Dry by Whalen Services II	22 AMERICAN WAY	SOUTH DENNIS	MA	02660	(508) 760-5666 Ext. 0000
Chem-Dry by Whalen Services	22 AMERICAN WAY	SOUTH DENNIS	MA	02660	(508) 760-5666 Ext. 0000
Colonial Chem-Dry III	152 MILFORD ST	UPTON	MA	01568	(800) 262-6996 Ext. 0000
Colonial Chem-Dry II	152 MILFORD ST	UPTON	MA	01568	(508) 480-0051 Ext. 0000
Colonial Chem-Dry IV	152 MILFORD STREET	UPTON	MA	01568	(978) 263-8788 Ext. 0000
Colonial Chem-Dry	152 MILFORD STREET	UPTON	MA	01568	(800) 262-6996 Ext. 0000
Colonial Chem-Dry V	152 MILFORD STREET	UPTON	MA	01568	(508) 478-2990 Ext. 0000
Colonial Chem-Dry XI	152 MILFORD ST	UPTON	MA	01568	(800) 262-6996 Ext. 0000
Colonial Chem-Dry VII	152 MILFORD STREET	UPTON	MA	01568	(508) 875-2220 Ext. 0000
Colonial Chem-Dry X	152 MILFORD ST	UPTON	MA	01568	(781) 830-6066 Ext. 0000
Colonial Chem-Dry IX	152 MILFORD STREET	UPTON	MA	01568	(978) 263-8788 Ext. 0000
Colonial Chem-Dry XII	152 MILFORD ST	UPTON	MA	01568	(508) 875-2220 Ext. 0000
Colonial Chem-Dry VI	152 MILFORD ST	UPTON	MA	01568	(508) 248-1557 Ext. 0000
Colonial Chem-Dry VIII	152 MILFORD STREET	UPTON	MA	01568	(800) 262-6996 Ext. 0000
American Chem-Dry III	20 COMMERCIAL DR. STE 4	WRENTHAM	MA	02093-1695	(617) 527-0015 Ext. 0000
American Chem-Dry II	20 COMMERCIAL DR. STE 4	WRENTHAM	MA	02093-1695	(508) 588-8554 Ext. 0000
American Chem-Dry IV	20 COMMERCIAL DR. STE 4	WRENTHAM	MA	02093-1695	(508) 384-2254 Ext. 0000
American Chem-Dry	20 COMMERCIAL DR. STE 4	WRENTHAM	MA	02093-1695	(781) 848-5880 Ext. 0000
At Your Service Chem-Dry	P.O. BOX 777	PLAISTOW	NH	03865	(978) 374-7999 Ext. 0000
<b>MARYLAND FRANCHISES</b>					
Chem-Dry by Choice	4 NASHUA COURT SUITE 22	BALTIMORE	MD	21221	(410) 254-9900 Ext. 0000
Chem-Dry by Choice III	4 NASHUA COURT SUITE 22	BALTIMORE	MD	21221	(410) 280-0808 Ext. 0000
Chem-Dry of Harford County	7801 OAKDALE AVE	BALTIMORE	MD	21234	(410) 515-2900 Ext. 0000
Chem-Dry by Choice IV	4 NASHUA COURT SUITE 22	BALTIMORE	MD	21221	(410) 254-9900 Ext. 0000
CHEM-DRY ON THE SHORE VI	210 MARLBORO AVE STE 31 PMB 374	EASTON	MD	21601	(410) 643-9447 Ext. 0000
Chem-Dry on the Shore	210 MARLBORO AVE STE 31 PMB 374	EASTON	MD	21601	(410) 221-0097 Ext. 0000
Chem-Dry on the Shore II	210 MARLBORO AVE STE 31 PMB 374	EASTON	MD	21601	(410) 546-2566 Ext. 0000
Chem-Dry on the Shore III	210 MARLBORO AVE STE 31 PMB 374	EASTON	MD	21601	(410) 221-0097 Ext. 0000
Chem-Dry on the Shore V	210 MARLBORO AVE STE 31 PMB 374	EASTON	MD	21601	(410) 221-0097 Ext. 0000
Chem-Dry on the Shore IV	210 MARLBORO AVE STE 31 PMB 374	EASTON	MD	21601	(410) 221-0097 Ext. 0000
Chem-Dry Advantage	6117 CLEMENTS LANE	ELKRIDGE	MD	21075	(410) 242-6327 Ext. 0000
Chem-Dry Advantage II	6117 CLEMENTS LANE	ELKRIDGE	MD	21075	(410) 857-1600 Ext. 0000
Chem-Dry of Ellicott City	6117 CLEMENTS LANE	ELKRIDGE	MD	21075	(410) 461-8077 Ext. 0000
Chem-Dry of Columbia	6 East Diamond Avenue	Gaithersburg	MD	20877	(301) 916-2020 Ext. 0000
Omega Chem-Dry	6 East Diamond Avenue	Gaithersburg	MD	20877	(301) 916-2020 Ext. 0000
Chem-Dry of Montgomery County	20631 MIRACLE DR	GAITHERSBURG	MD	20882	(301) 869-0869 Ext. 0000
Chem-Dry Elite II	1515 BABY BAER COURT	GLEN BURNIE	MD	21061	(410) 766-8480 Ext. 0000
Chem-Dry Elite III	1515 BABY BAER COURT	GLEN BURNIE	MD	21061	(410) 766-8480 Ext. 0000
Chem-Dry Elite	1515 BABY BAER COURT	GLEN BURNIE	MD	21061	(410) 766-8480 Ext. 0000
Chem-Dry of P.G. County	22507 IVERSON DRIVE #1	GREAT MILLS	MD	20634	(301) 599-0102 Ext. 0000

CHEM-DRY OF CHARLES COUNTY	22507 IVERSON DRIVE #1	GREAT MILLS	MD	20634	(301) 599-0081 Ext. 0000
CHEM-DRY OF CHARLES COUNTY II	22507 IVERSON DRIVE #1	GREAT MILLS	MD	20634	(301) 599-0102 Ext. 0000
Clawson Chem-Dry II	2657G ANNAPOLIS RD PMB 194	HANOVER	MD	21076-1262	(410) 514-6023 Ext. 0000
Clawson Chem-Dry	2657G ANNAPOLIS RD PMB 194	HANOVER	MD	21076-1262	(410) 514-6023 Ext. 0000
CLAWSON CHEM-DRY III	2657G ANNAPOLIS RD PMB 194	HANOVER	MD	21076	(410) 514-6023 Ext. 0000
Chem-Dry of Baltimore	14 SOUTHWARK BRIDGE WAY	LUTHERVILLE	MD	21093-3957	(443) 986-0955 Ext. 0000
Westminster Chem-Dry	4311 HANOVER PIKE	MANCHESTER	MD	21102	(410) 861-0440 Ext. 0000
CHEM-DRY ALLURE	4311 HANOVER PIKE	MANCHESTER	MD	21102	(410) 861-0440 Ext. 0000
Antietam Chem-Dry	203 LINDEN BLVD	MIDDLETOWN	MD	21769	(301) 797-1302 Ext. 0000
Chem-Dry Carpet Solutions III	8217 VALLEY VIEW TERRACE	MIDDLETOWN	MD	21769	(301) 371-0073 Ext. 0000
Chem-Dry Carpet Solutions	8217 VALLEY VIEW TERRACE	MIDDLETOWN	MD	21769	(301) 371-0073 Ext. 0000
Antietam Chem-Dry II	203 LINDEN BLVD	MIDDLETOWN	MD	21769	(240) 409-0122 Ext. 0000
Academy Chem-Dry II	PO BOX 1016	MILLERSVILLE	MD	21108	(410) 987-3127 Ext. 0000
Academy Chem-Dry	PO BOX 1016	MILLERSVILLE	MD	21108	(410) 987-3127 Ext. 0000
Chem-Dry of Howard County	PO BOX 1016	MILLERSVILLE	MD	21108	(410) 740-4334 Ext. 0000
C & G Chem-Dry	513 OAKTON RD	ODENTON	MD	21113-1336	(410) 674-4240 Ext. 0000
Chem-Dry of Northern Maryland	3126 E. JOPPA RD	PARKVILLE	MD	21234	(800) 699-8768 Ext. 0000
Chem-Dry of Northern Maryland II	3126 E. JOPPA RD	PARKVILLE	MD	21234	(800) 699-8768 Ext. 0000
Chem-Dry of Northern Maryland IV	3126 E JOPPA RD	PARKVILLE	MD	21234	(800) 699-8768 Ext. 0000
Chem-Dry of Northern Maryland V	3126 E Joppa Rd	PARKVILLE	MD	21234	(800) 699-8768 Ext. 0000
Charm City Chem-Dry	1162 BOOTH BAY HARBOR	PASADENA	MD	21122	(410) 747-3220 Ext. 0000
Chem-Dry of Annapolis	1162 BOOTH BAY HARBOR	PASADENA	MD	21122	(410) 255-8200 Ext. 0000
Chem-Dry of W. Maryland	15206 BIER'S LANE	RAWLINGS	MD	21557	(301) 729-5411 Ext. 0000
Chem-Dry of Western Maryland II	15206 BIER'S LANE	RAWLINGS	MD	21557	(301) 729-5411 Ext. 0000
ANGEL CHEM-DRY	402 VALLEY MEADOW CIRCLE	REISTERSTOWN	MD	21136	(443) 204-2553
JD's Chem-Dry II	17609 OLNEY LN	ROCKVILLE	MD	20853-1036	(301) 309-3586 Ext. 0000
JD's Chem-Dry I	17609 OLNEY LN	ROCKVILLE	MD	20853-1036	(301) 309-3586 Ext. 0000
JD's Chem-Dry III	17609 OLNEY LN	ROCKVILLE	MD	20853-1036	(301) 309-3586 Ext. 0000
Terrapin Chem-Dry	16114 DRAYTON FARM DR	SPENCERVILLE	MD	20868-3106	(301) 476-9013 Ext. 0000
Terrapin Chem-Dry II	16114 DRAYTON FARM DR	SPENCERVILLE	MD	20868-3106	(301) 476-9013 Ext. 0000
CHEM-DRY OF DELAWARE IV	PO BOX 3378	WILMINGTON	DE	19804-4378	(302) 654-3311 Ext. 0000
CLASSIC CHEM-DRY III	6312 SEVEN CORNER CENTER #224	FALLS CHURCH	VA	22044	(703) 953-6645 Ext. 0000
Steven's Chem-Dry II	8487 Euclid Ave., #7	MANASSAS	VA	20111	(301) 656-0123 Ext. 0000
<b>MAINE FRANCHISES</b>					
Chem-Dry of Southern Maine	45 BARTLETT ROAD	KITTERY POINT	ME	03905	(207) 451-9470 Ext. 0000
AAA Chem-Dry of Portland	32 LOCKLAND DR	WINDHAM	ME	04062	(207) 828-0288 Ext. 0000
<b>MICHIGAN FRANCHISES</b>					
Chem-Dry of Lenawee	2535 AIRPORT ROAD	ADRIAN	MI	49221	(517) 263-7146 Ext. 0000
Chem-Dry/St. Clair & MaComb County	5449 PTE TREMBLE	ALGONAC	MI	48001	(586) 296-5751 Ext. 0000
Chem-Dry of St Clair County	5449 PTE. TREMBLE	ALGONAC	MI	48001	(810) 794-1818 Ext. 0000
Chem-Dry of Washtenaw	6589 JACKSON RD	ANN ARBOR	MI	48103	(734) 663-5497 Ext. 0000
Chem-Dry of Livingston County	6589 JACKSON ROAD	ANN ARBOR	MI	48103	(866) 395-2436 Ext. 0000
Chem-Dry of Washtenaw II	6589 JACKSON RD	ANN ARBOR	MI	48103	(734) 663-5497 Ext. 0000
Chem-Dry of Livingston Co. II	6589 JACKSON ROAD	ANN ARBOR	MI	48130	(866) 395-2436 Ext. 0000
Chem-Dry of Washtenaw III	6589 JACKSON RD	ANN ARBOR	MI	48103	(734) 663-5497 Ext. 0000
Chem-Dry of Washtenaw V	6589 Jackson Rd.	ANN ARBOR	MI	48103	(734) 663-5497 Ext. 0000
Chem-Dry of Livingston County III	6589 JACKSON ROAD	ANN ARBOR	MI	48130	(734) 663-5497 Ext. 0000

Chem-Dry of Washtenaw VI	6589 JACKSON RD	ANN ARBOR	MI	48103	(734) 663-5497 Ext. 0000
Chem-Dry of NW Wayne County	6589 JACKSON ROAD SUITE A	ANN ARBOR	MI	48103	(734) 207-2700 Ext. 0000
Chem-Dry of NW Wayne County II	6589 Jackson Road	Ann Arbor	MI	48103	(734) 207-2700
CHEM DRY OF WASHTENAW IV	6589 JACKSON ROAD	ANN ARBOR	MI	48103	(734) 663-5497 Ext. 0000
Bay Area Chem-Dry IV	2146 CASS AVE RD	BAY CITY	MI	48708	(989) 752-6030 Ext. 0000
S & S Chem-Dry	4238 THOM	BURTON	MI	48509	(810) 742-0531 Ext. 0000
Suburban Chem-Dry	5234 FOREST VALLEY DR	CLARKSTON	MI	48348	(248) 393-2312 Ext. 0000
Short Stop Chem-Dry	37431 STONEGATE CIRCLE	CLINTON TOWNSHIP	MI	48036	(586) 612-1830 Ext. 0000
Shortstop Chem-Dry of the Shores	36882 HARPER AVE	CLINTON TWP	MI	48035	(586) 778-4962 Ext. 0000
Short Stop Chem-Dry II	37433 Stonegate Circle	CLITON TWP	MI	48036	(586) 612-1830 Ext. 0000
Premier Chem-Dry	1860 CEDAR BEND DRIVE	COMMERCE TOWNSHIP	MI	48382	(248) 534-5668 Ext. 0000
Metro Chem-Dry	5636 MAYFAIR	DEARBORN HEIGHTS	MI	48125	(248) 476-3580 Ext. 0000
Metro Chem-Dry II	5636 MAYFAIR ST	DEARBORN HEIGHTS	MI	48125	(248) 476-3580 Ext. 0000
Chem-Dry of Oak Hills	23187 TULANE AVE	FARMINGTON HILLS	MI	48336-3666	(248) 476-6550 Ext. 0000
Chem-Dry of Michigan	23187 TULANE	FARMINGTON HILLS	MI	48336	(313) 561-4160 Ext. 0000
Chem-Dry of Flint & Fenton	9274 Marinus Dr.	FENTON	MI	48430	(810) 629-8563 Ext. 0000
Superior Chem-Dry	8997 BAYSHORE DR.	GLADSTONE	MI	49837	(906) 428-1962 Ext. 0000
Chem-Dry of Ingham/Eaton & Clinton Co's	9992 CLARK RD	GRAND LEDGE	MI	48837	(517) 485-5595 Ext. 0000
Chem-Dry of Ingham/Eaton & Clinton Co's	9992 W. CLARK RD.	GRAND LEDGE	MI	48837	(517) 485-5595 Ext. 0000
Stephanie's Chem-Dry	9992 W. Clark Rd.	Grand Ledge	MI	48837	(517) 485-5595 Ext. 0000
Chem-Dry of Ingham/Eaton & Clinton Co's	9992 W CLARK RD	GRAND LEDGE	MI	48837	(517) 485-5595 Ext. 0000
Chem-Dry of West Michigan	PO BOX 808	GRANDVILLE	MI	49468	(616) 666-3573 Ext. 0000
C S Chem-Dry	400 Lakeshore Drive	Ishpeming	MI	49849	(906) 486-8077 Ext. 0000
Fuller's Chem-Dry	PO BOX 6544	JACKSON	MI	49204	(517) 783-4634 Ext. 0000
Complete Chem-Dry of Lake Orion	PO BOX 352	LAKE ORION	MI	48361	(248) 651-6228 Ext. 0000
Pinnacle Chem-Dry II	6780 Brooklyn Road	NAPOLEON	MI	49201	(517) 990-5548 Ext. 0000
Pinnacle Chem-Dry	6780 Brooklyn Road	NAPOLEON	MI	49201	(517) 990-5548 Ext. 0000
Chem-Dry of Oakland	2900 NORTH MAIN ST	ROYAL OAK	MI	48073	(248) 589-2250 Ext. 0000
Chem-Dry of Lakeshore II	27203 HARPER AVE.	ST. CLAIR SHORES	MI	48081	(586) 775-7651 Ext. 0000
Anderson's Chem-Dry I	6040 WALL STREET	STERLING HEIGHTS	MI	48312	(586) 795-4271 Ext. 0000
Anderson's Chem-Dry II	6040 WALL STREET	STERLING HEIGHTS	MI	48312	(586) 795-4271 Ext. 0000
Anderson's Chem-Dry III	6040 WALL STREET	STERLING HEIGHTS	MI	48312	(586) 795-4271 Ext. 0000
Branch County Chem-Dry	1005 MICHIGAN AVENUE	STURGIS	MI	49091	(269) 651-7697 Ext. 0000
St Joe County Chem-Dry	1005 MICHIGAN AVE	STURGIS	MI	49091	(269) 651-7697 Ext. 0000
Four Seasons Chem-Dry II	5180 WILLIAMS LAKE RD STE D	WATERFORD	MI	48329	(248) 673-1200 Ext. 0000
Four Seasons Chem-Dry	5180 Williams Lake Rd Ste D	WATERFORD	MI	48329	(248) 673-1200 Ext. 0000
Chem-Dry Majestic	6750 LONG AVENUE	WEST BLOOMFIELD	MI	48322	(248) 788-0035 Ext. 0000
<b>MINNESOTA FRANCHISES</b>					
CJ's Chem-Dry	2720 161st AVENUE NW	ANDOVER	MN	55304-2542	(763) 862-7862 Ext. 0000
Chem-Dry of the Northwoods	47434 SKYLINE DRIVE	BEMIDJI	MN	56601	(218) 751-0403 Ext. 0000
Ace Chem-Dry	7116 88th Avenue N.	BROOKLYN PARK	MN	55445	(763) 753-9855 Ext. 0000
Ace Chem-Dry II	8401 73rd AVENUE N.	BROOKLYN PARK	MN	55428	(952) 931-9990 Ext. 0000
Ace Chem-Dry III	8401 73rd AVENUE NORTH #82	BROOKLYN PARK	MN	55448	(952) 931-9990 Ext. 0000
Brown's Chem-Dry	16984 12th STREET NW	COKATO	MN	55321-4001	(320) 286-5558 Ext. 0000
Brown's Chem-Dry II	16984 12TH STREET NW	COKATO	MN	55321-4001	(320) 286-5558 Ext. 0000
Chem-Dry of Minneapolis	13048 AVOCET STREET	COON RAPIDS	MN	55448	(763) 757-2600 Ext. 0000
Chem-Dry of Minneapolis & St. Paul	13048 AVOCET STREET	COON RAPIDS	MN	55448	(763) 424-3600 Ext. 0000

Chem-Dry of Minneapolis & St. Paul II	13048 AVOCET STREET NW	COON RAPIDS	MN	55448	(763) 757-2600 Ext. 0000
Dahl's City Wide Chem-Dry III	573 ATLANTIC HILLS DRIVE	EAGAN	MN	55123	(952) 890-2022 Ext. 0000
Dahl's City Wide Chem-Dry	573 ATLANTIC HILLS DRIVE	EAGAN	MN	55123	(952) 890-2022 Ext. 0000
Hilltop Chem-Dry	387 E. AMBER LAKE DRIVE	FAIRMONT	MN	56031	(507) 236-0713 Ext. 0000
All American Chem-Dry By Ryneerson	232 N. MURPHY ST.	LAKE CRYSTAL	MN	56055-0009	(507) 625-5590 Ext. 0000
All American Chem-Dry By Ryneerson II	232 N. MURPHY ST.	LAKE CRYSTAL	MN	56055-0009	(507) 625-5590 Ext. 0000
AAA Chem-Dry	7435 DALLAS COURT NORTH	MAPLE GROVE	MN	55311	(952) 922-3616 Ext. 0000
Southwest Chem-Dry	207 E. James Avenue	MARSHALL	MN	56258	(507) 532-4452 Ext. 0000
Crew2 Chem-Dry	2650 MINNEHAHA AVE	MINNEAPOLIS	MN	55406	(612) 276-7777 Ext. 0000
Crew2 Chem-Dry	2650 MINNEHAHA AVE.	MINNEAPOLIS	MN	55406	(612) 276-7777 Ext. 0000
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Crew2 Chem-Dry	2650 MINNEHAHA AVE.	MINNEAPOLIS	MN	55406	(612) 276-7777 Ext. 0000
Crew2 Chem-Dry	2650 MINNEHAHA AVE	MINNEAPOLIS	MN	55406	(612) 276-7777 Ext. 0000
Crew2 Chem-Dry	2650 MINNEHAHA AVE S	MINNEAPOLIS	MN	55406	(612) 276-7777 Ext. 0000
Mike's Chem-Dry	45724 210th Street	MORRIS	MN	56267	(320) 585-6453 Ext. 0000
Chem-Dry South & East	199 GREENWAY AVE NORTH	OAKDALE	MN	55128	(651) 451-2563 Ext. 0000
Suburban Chem-Dry	199 GREENWAY AVE NORTH	OAKDALE	MN	55128	(651) 451-2563 Ext. 0000
C & R Chem-Dry	625 18TH STREET NE	OWATONNA	MN	55060	(507) 455-1454 Ext. 0000
C & R Chem-Dry II	625 18TH STREET NE	OWATONNA	MN	55060	(507) 332-2528 Ext. 0000
Viking Chem-Dry	12735 25TH AVE NO.	PLYMOUTH	MN	55441	(763) 553-2904 Ext. 0000
Scott's Chem-Dry	PO BOX 236	RED WING	MN	55066	(651) 385-8122 Ext. 0000
Hauser Chem-Dry II	4502 20 ST SE	ROCHESTER	MN	55904	(507) 280-9050 Ext. 0000
Hauser Chem-Dry	4502 20 ST SE	ROCHESTER	MN	55904	(507) 280-9050 Ext. 0000
Hauser Chem-Dry IV	4502 20 ST SE	ROCHESTER	MN	55904	(507) 434-4751 Ext. 0000
Hauser Chem-Dry V	4502 20 ST SE	ROCHESTER	MN	55904	(507) 280-9050 Ext. 0000
Thomas Chem-Dry	13600 Commerce Blvd., Apt. 366	ROGERS	MN	55374	(763) 567-8192 Ext. 0000
Chem-Dry of the Lakes	33078 Counry Road #2	ST. JOSEPH	MN	56374	(218) 828-4320 Ext. 0000
Chem-Dry of St. Cloud	33078 COUNTY ROAD #2	ST. JOSEPH	MN	56374	(320) 252-9799 Ext. 0000
NatureWise Chem-Dry	668 VICTORIA STREET S.	ST. PAUL	MN	55102	(651) 341-0933 Ext. 0000
NatureWise Chem-Dry II	668 VICTORIA ST.	ST. PAUL	MN	55102	(651) 341-0933 Ext. 0000
Chem-Dry Carpet Magic	8084 NARCISSUS STREET	VICTORIA	MN	55386	(952) 949-3885 Ext. 0000
Chem-Dry Carpet Magic II	8084 NARCISSUS STREET	VICTORIA	MN	55386	(952) 443-3037 Ext. 0000
Chem-Dry of Washington County	530 CHESTNUT DR	NEW RICHMOND	WI	54017	(651) 621-9600 Ext. 0000
Bluff Country Chem-Dry	P.O. BOX 146	ONALASKA	WI	54650	(507) 457-9458 Ext. 0000
<b>MISSOURI FRANCHISES</b>					
Executive Chem-Dry	5330 FLINT ST	SHAWNEE	KS	66203-1525	(913) 962-1992 Ext. 0000
Green Clean Chem-Dry of St. Louis	208 Adams St.	FERGUSON	MO	63135	(314) 270-2486 Ext. 0000
Hampton's Chem-Dry	12109 Country Meadows Place	HANNIBAL	MO	63401	(573) 248-3600 Ext. 0000
Doug's Chem-Dry Carpet Care III	810 RABBIT RUN RD	JEFFERSON CITY	MO	65109-3224	(573) 441-1065 Ext. 0000
Doug's Chem-Dry Carpet Care II	810 RABBIT RUN RD	JEFFERSON CITY	MO	65109-3224	(573) 346-3306 Ext. 0000
Doug's Chem-Dry Carpet Care	810 RABBIT RUN RD	JEFFERSON CITY	MO	65109-3224	(573) 635-1065 Ext. 0000
Doug's Chem-Dry Carpet Care IV	810 RABBIT RUN RD	JEFFERSON CITY	MO	65109-3224	(573) 441-1065 Ext. 0000
Doug's Chem-Dry Carpet Care V	810 RABBIT RUN RD	JEFFERSON CITY	MO	65109-3224	(573) 635-1065 Ext. 0000
McGeorge Brothers Chem-Dry/Kansas City	208 NW SHAGBARK	LEE'S SUMMIT	MO	64064	(816) 533-4377 Ext. 0000
New Life Chem-Dry II	542 N. Main Ave.	REPUBLIC	MO	65738	(417) 520-6476 Ext. 0000
New Life Chem-Dry	542 N. Main Ave.	REPUBLIC	MO	65738	(417) 413-3411 Ext. 0000
Chem-Dry Carpet Keeper	PO BOX 61	ROCKAWAY BEACH	MO	65740	(417) 561-8148 Ext. 0000





Billings Chem-Dry II	PO BOX 81021	BILLINGS,	MT	59108	(406) 652-7400 Ext. 0000
Big Sky Chem-Dry of Missoula	17898 Mullan Road	FRENCHTOWN	MT	59834	(406) 251-5255 Ext. 0000
Chem-Dry of Cascade County	3300 5th Street NE	GREAT FALLS	MT	59404	(406) 454-2500 Ext. 0000
Big Sky Chem-Dry	P O BOX 2232	HAMILTON	MT	59840	(406) 363-1532 Ext. 0000
Chem-Dry CC by Rose of Sharon	3173 TANCY DRIVE	HELENA	MT	59602	(406) 458-9615 Ext. 0000
Big Sky Chem-Dry	PO BOX 1075	KALISPELL	MT	59903	(406) 752-0815 Ext. 0000
Big Sky Chem-Dry #3	PO BOX 1075	KALISPELL	MT	59903	(406) 752-0815 Ext. 0000
Big Sky Chem-Dry of Missoula II	P.O. BOX 17905	MISSOULA	MT	59808	(406) 251-5255 Ext. 0000
Central Chem-Dry	35489 DUBLIN GULCH RD	ST. IGNATIUS	MT	59865	(406) 676-2370 Ext. 0000
Silver Bow Chem-Dry	P.O. BOX 82	REXBURG	ID	83440	(208) 356-6116 Ext. 0000
<b>NORTH CAROLINA FRANCHISES</b>					
Biltmore Chem-Dry II	PO BOX 5017	ASHEVILLE	NC	28813	(828) 274-2210 Ext. 0000
Parkway Chem-Dry	PO BOX 5017	ASHEVILLE	NC	28813	(828) 274-2210 Ext. 0000
Chem-Dry of Buncombe County	PO BOX 5017	ASHEVILLE	NC	28813	(828) 277-2778 Ext. 0000
Biltmore Chem-Dry	PO BOX 5017	ASHEVILLE	NC	28813	(828) 277-1977 Ext. 0000
Waterfalls Chem-Dry	P.O. BOX 211	BREVARD	NC	28712	(828) 877-6455 Ext. 0000
Chem-Dry of Cary	P.O. BOX 5362	CARY	NC	27512	(919) 469-1430 Ext. 0000
Bayside Chem-Dry	1065 CEDAR POINT BLVD	CEDAR POINT	NC	28584	(252) 393-7580 Ext. 0000
Bayside Chem-Dry II	1065 CEDAR POINT BLVD	CEDAR POINT	NC	28584	(252) 393-7580 Ext. 0000
Bayside Chem-Dry III	1065 CEDAR POINT BLVD	CEDAR POINT	NC	28584	(252) 393-7580 Ext. 0000
Budget Chem-Dry	7215 Sherbourne Drive	CHARLOTTE	NC	28210	(704) 332-5662 Ext. 0000
Mecklenburg Chem-Dry	13520 CEDAR FARM RD. APT 207	CHARLOTTE	NC	28278-7540	(704) 688-0815 Ext. 0000
BALLANTYNE CHEM-DRY	10029 DAUFUSKIE DRIVE	CHARLOTTE	NC	28278	(704) 207-7633 Ext. 0000
Prestige Chem-Dry	8018 MYINT LANE STE 100	CONCORD	NC	28027	(704) 875-8877 Ext. 0000
Prestige Chem-Dry II	8018 MYINT LANE STE #100	CONCORD	NC	28027	(704) 875-8877 Ext. 0000
Prestige Chem-Dry III	8018 MYINT LANE STE #100	CONCORD	NC	28027	(704) 875-8877 Ext. 0000
Performance Chem-Dry II	6208 Fox Chase Drive	Davidson	NC	28036	(704) 237-3848 Ext. 0000
Performance Chem-Dry	6208 Fox Chase Drive	Davidson	NC	28036	(704) 237-3848 Ext. 0000
All-American Chem-Dry	941 Hopemills Rd	Fayetteville	NC	28304	(910) 922-3795
Chem-Dry of Wake County	7621 Troy Stone Drive	Fuquay-Varina	NC	27526	(919) 285-3140 Ext. 0000
Action Chem-Dry	4210 PATRIOTS WAY	GASTONIA	NC	28056	(704) 824-2004 Ext. 0000
Chem-Dry of Wayne County	219 S SPENCE AVENUE	GOLDSBORO	NC	27534	(919) 580-9004 Ext. 0000
Chem-Dry of Guilford/Forsyth Counties II	3-A WENDY CT.	GREENSBORO	NC	27409	(336) 299-2844 Ext. 0000
All Star Chem-Dry	3-A WENDY CT.	GREENSBORO	NC	27409	(336) 480-1043 Ext. 0000
Allstar Chem-Dry	3-A WENDY CT.	GREENSBORO	NC	27409	(336) 299-2844 Ext. 0000
ALLSTAR CHEM-DRY III	3-A WENDY CT.	GREENSBORO	NC	27409	(336) 299-2844 Ext. 0000
Chem-Dry of Guilford & Forsyth Counties	3-A WENDY CT.	GREENSBORO	NC	27409	(336) 299-2844 Ext. 0000
Chem-Dry of Alamance County	3-A WENDY CT.	GREENSBORO	NC	27409	(336) 299-2844 Ext. 0000
ALLSTAR CHEM-DRY V	3-A WENDY CT.	GREENSBORO	NC	27409	(336) 299-2844 Ext. 0000
ALLSTAR CHEM-DRY IV	3-A WENDY CT.	GREENSBORO	NC	27409	(336) 299-2844 Ext. 0000
ALLSTAR CHEM-DRY VII	3-A WENDY CT.	GREENSBORO	NC	27409	(336) 299-2844 Ext. 0000
ALLSTAR CHEM-DRY II	3-A WENDY CT.	GREENSBORO	NC	27409	(336) 299-2844 Ext. 0000
ALLSTAR CHEM-DRY VI	3-A WENDY CT.	GREENSBORO	NC	27409	(336) 299-2844 Ext. 0000
Chem-Dry of Hendersonville	201 EAST PRICE STREET	HENDERSONVILLE	NC	28739	(828) 697-0088 Ext. 0000
Chem-Dry of Hendersonville II	201 EAST PRICE STREET	HENDERSONVILLE	NC	28739	(828) 697-0088 Ext. 0000
Chem-Dry of Lake Hickory	3806 STEVE IKERD DRIVE NE	HICKORY	NC	28601	(828) 267-0400 Ext. 0000
Chem-Dry of Gaston County	3806 STEVE IKERD DRIVE	HICKORY	NC	28601	(704) 616-4065 Ext. 0000

AJ Chem-Dry II	3560 PARKHILL CROSSING DRIVE	HIGH POINT	NC	27265	(336) 905-8210 Ext. 0000
AJ Chem-Dry	3560 PARKHILL CROSSING DRIVE	HIGH POINT	NC	27265	(336) 905-8210 Ext. 0000
Chem-Dry of Chapel Hill/Durham	1121 HIGHWAY 86 NORTH	HILLSBOROUGH	NC	27278	(919) 968-4009 Ext. 0000
Chem-Dry of Chapel Hill/Durham II	1121 HIGHWAY 86 NORTH	HILLSBOROUGH	NC	27278	(919) 968-4009 Ext. 0000
Chem-Dry of Burlington	1121 HIGHWAY 86 NORTH	HILLSBOROUGH	NC	27278	(336) 437-1800 Ext. 0000
Emerald Coast Chem-Dry	200 DOCK SIDE DRIVE	JACKSONVILLE	NC	28546	(910) 353-9851 Ext. 0000
Chem-Dry of Greensboro	307 E. MOUNTAIN ST.	KERNERSVILLE	NC	27284	(336) 993-7100 Ext. 0000
Chem-Dry of the Triad	307 E. MOUNTAIN ST.	KERNERSVILLE	NC	27284	(336) 725-9997 Ext. 0000
Albemarle Chem-Dry	312 SOUNDVIEW DR	KILL DEVIL HILLS	NC	27948	(252) 330-3540 Ext. 0000
East Carolina Chem-Dry	PO BOX 654	KILL DEVIL HILLS,	NC	27948	(252) 441-5349 Ext. 0000
Hudson's Lenoir County Chem-Dry	3802 CORNWALLIS ROAD	KINSTON	NC	28504	(252) 527-5989 Ext. 0000
Chem-Dry of Winston-Salem I	116 LOWES FOODS DRIVE #128	LEWISVILLE	NC	27023	(336) 945-6160 Ext. 0000
Chem-Dry of Winston-Salem II	116 LOWES FOODS DRIVE #128	LEWISVILLE	NC	27023	(336) 945-6160 Ext. 0000
Charlotte Chem-Dry	9821 ASHLEY FARM DR.	MATTHEWS	NC	28105	(704) 545-2271 Ext. 0000
Chem-Dry of Iredell County	128 COURTNEY LANE	MOORESVILLE	NC	28117	(704) 660-0916 Ext. 0000
VIP Chem-Dry	170 OVERCREEK ROAD	MOORESVILLE	NC	28117	(704) 660-0916 Ext. 0000
Howell & Sons' Chem-Dry	P.O. BOX 1046	NORTH WILKESBORO	NC	28659	(336) 651-8853 Ext. 0000
WATERFALLS CHEM-DRY II	P.O. BOX 506	PISGAH FOREST	NC	28768	(828) 877-6455 Ext. 0000
A & B Chem-Dry	PO BOX 41453	RALEIGH	NC	27629	(919) 878-0288 Ext. 0000
A & B Chem-Dry	PO BOX 41453	RALEIGH	NC	27629	(919) 878-0288 Ext. 0000
Chem-Dry Carpet Specialist I	3508 Lela Court	RALEIGH	NC	27606	(919) 859-1940 Ext. 0000
Chem-Dry of Cumberland County	10445 LESLIE DRIVE	RALEIGH	NC	27615	(910) 583-2233 Ext. 0000
Capital City Chem-Dry	10445 LESLIE DRIVE	RALEIGH	NC	27615	(919) 271-2871 Ext. 0000
DC Chem-Dry II	1220 SHUPING MILL RD	ROCKWELL	NC	28138	(704) 662-0071 Ext. 0000
DC Chem-Dry I	1220 SHUPING MILL RD	ROCKWELL	NC	28138	(704) 933-2000 Ext. 0000
DC Chem-Dry III	1220 SHUPING MILL RD	ROCKWELL	NC	28138	(704) 547-0808 Ext. 0000
Chem-Dry of Rocky Mount	2105 Creekridge Drive	ROCKY MOUNT	NC	27804	(252) 443-4433 Ext. 0000
Chem-Dry of Rocky Mount & Wilson County	2105 CREEKRIDGE DR	ROCKY MOUNT	NC	27804	(252) 443-4433 Ext. 0000
Chem-Dry Carpet Pros	908 SPRING GARDEN DR.	SHELBY	NC	28150	(704) 484-8887 Ext. 0000
Chem-Dry Carpet Pro's II	908 SPRING GARDEN DR.	SHELBY	NC	28150	(704) 732-8885 Ext. 0000
Raleigh Chem-Dry III	1017 CEDAR KNOLL DRIVE	WAKE FOREST	NC	27587	(919) 942-6858 Ext. 0000
Raleigh Chem-Dry II	1017 CEDAR KNOLL DRIVE	WAKE FOREST	NC	27587	(919) 553-0662 Ext. 0000
Raleigh Chem-Dry	1017 CEDAR KNOLL DRIVE	WAKE FOREST	NC	27587	(919) 847-2228 Ext. 0000
Premier Chem-Dry	PO Box 93	WENDELL	NC	27591	(919) 366-1980 Ext. 0000
All-County Chem-Dry	4405 MASONBORO LOOP RD	WILMINGTON	NC	28409	(910) 392-6977 Ext. 0000
Pitt-Greene Chem-Dry II	4432 REEDY BRANCH	WINTERVILLE	NC	28590	(252) 758-8353 Ext. 0000
Pitt-Greene Chem-Dry	4432 REEDY BRANCH	WINTERVILLE	NC	28590	(252) 758-8353 Ext. 0000
Pitt-Green Chem-Dry III	4432 REEDY BRANCH	WINTERVILLE	NC	28590	(252) 758-8353 Ext. 0000
<b>NORTH DAKOTA FRANCHISES</b>					
Fork's Chem-Dry	1609 8TH AVE N W	EAST GRAND FORKS	MN	56721	(218) 773-1325 Ext. 0000
Red River Chem-Dry I	2728 VILLAGE GREEN DRIVE	MOORHEAD	MN	56560	(218) 233-4601 Ext. 0000
<b>NEBRASKA FRANCHISES</b>					
Chem-Dry of Nebraska	11200 HOLDREGE STREET	LINCOLN	NE	68527	(402) 489-4800 Ext. 0000
Chem-Dry Carpet Care of Lincoln	6000 HITCHING POST LANE	LINCOLN	NE	68523	(402) 420-9025 Ext. 0000
M.S. Chem-Dry	8943 J Street	OMAHA	NE	68127	(402) 592-4691 Ext. 0000
Adams Chem-Dry	7608 S. 135 AVE	OMAHA	NE	68138	(402) 896-1112 Ext. 0000
Metro Chem-Dry	813 S. 181ST STREET	OMAHA	NE	68022	(402) 934-9300 Ext. 0000

Chem-Dry of Omaha	15975 VIRGINIA CIRCLE	OMAHA	NE	68136	(402) 505-6616 Ext. 0000
Mauch Chem-Dry	16212 FRANKLIN STREET	OMAHA	NE	68118	(402) 689-2509 Ext. 0000
Titan Chem-Dry	15959 Madison Street	OMAHA	NE	68135	(402) 965-1811 Ext. 0000
Midlands Chem-Dry	813 S. 181ST STREET	OMAHA	NE	68022	(402) 459-0011 Ext. 0000
Leapatrick's Chem-Dry	4715 MANCHESTER DRIVE	OMAHA	NE	68152	(402) 896-9559 Ext. 0000
Total Care Chem-Dry	2301 5th Avenue	SCOTTSBLUFF	NE	69361	(308) 532-2859 Ext. 0000
Total Care Chem-Dry	2301 5th AVENUE	SCOTTSBLUFF	NE	69361	(308) 632-7752 Ext. 0000
Chem-Dry of Stromsburg	PO BOX 348	STROMSBURG	NE	68666	(402) 764-8131 Ext. 0000
Chem-Dry of Crete	411 EKELEY, PO BOX 348	STROMSBURG	NE	68666	(402) 826-5051 Ext. 0000
Chem-Dry of Stromsburg II	PO BOX 348	STROMSBURG	NE	68666	(402) 764-8131 Ext. 0000
Chem-Dry CC of the Sandhills	30133 N CROWE RD	ATHOL	ID	83801	(800) 590-6773 Ext. 0000
Chem-Dry Of the Sandhills II	30133 N CROWE RD	ATHOL	ID	83801	(402) 336-4801 Ext. 0000
<b>NEW HAMPSHIRE FRANCHISES</b>					
Chem-Dry of Four Seasons	11 COLUMBIA DR UNIT 2	AMHERST	NH	03031-2316	(603) 882-1617 Ext. 0000
Chem-Dry of Manchester	8030 SOUTH WILLOW STREET	MANCHESTER	NH	03103	(603) 669-9757 Ext. 0000
At Your Service Chem-Dry II	P.O. BOX 777	PLAISTOW	NH	03865	(603) 382-8237 Ext. 0000
Chem-Dry Merrimack Valley VI	181 STEDMAN ST #5	LOWELL	MA	01851	(603) 606-4217 Ext. 0000
Chem-Dry Merrimack Valley V	181 STEDMAN STREET #5	LOWELL	MA	01851	(603) 882-8802 Ext. 0000
Chem-Dry of Portsmouth	45 BARTLETT ROAD	KITTERY POINT	ME	03905	(207) 451-9470 Ext. 0000
<b>NEW JERSEY FRANCHISES</b>					
Denise's Chem-Dry	11 HURON TRAIL	BRANCHBURG	NJ	08876	(908) 722-0111 Ext. 0000
A+ Chem-Dry	1603 BEVERLY ROAD	BURLINGTON	NJ	08016	(609) 859-1195 Ext. 0000
Chem-Dry of Bergen County	10 ANNABELLE AVE	CLIFTON	NJ	07012	(800) 794-9787 Ext. 0000
Chem-Dry of Passaic County	10 ANNABELLE AVE	CLIFTON	NJ	07012	(973) 773-5559 Ext. 0000
American Chem-Dry	2 BARBARA DRIVE	FAIRFIELD	NJ	07004	(973) 228-6202 Ext. 0000
Chem-Dry of Franklin Lakes	685 YUMA COURT	FRANKLIN LAKES	NJ	07417	(201) 891-4676 Ext. 0000
A-1 Chem-Dry of North Jersey	11 LAUREL AVE	HEWITT	NJ	07421	(973) 962-0044 Ext. 0000
AA Chem-Dry of North Jersey	11 LAUREL AVE	HEWITT	NJ	07421	(201) 261-6633 Ext. 0000
AA Chem-Dry of North Jersey III	11 LAUREL AVE	HEWITT	NJ	07421	(973) 664-0299 Ext. 0000
AA Chem-Dry of North Jersey IV	11 LAUREL AVE	HEWITT	NJ	07421	(973) 764-4747 Ext. 0000
AA Chem-Dry of North Jersey V	11 LAUREL AVENUE	HEWITT	NJ	07421	(973) 728-6172 Ext. 0000
Aberdeen Chem-Dry	426 OCEAN BLVD	KEYPORT	NJ	07735	(732) 583-6571 Ext. 0000
Cape May & Atlantic County Chem-Dry III	199 New Road	LINWOOD	NJ	08221	(609) 927-7667 Ext. 0000
Cape May & Atlantic County Chem-Dry IV	199 New Road	LINWOOD	NJ	08221	(609) 391-2190 Ext. 0000
Cape May & Atlantic County Chem-Dry V	199 New Road	LINWOOD	NJ	08221	(609) 391-2190 Ext. 0000
Cape May & Atlantic County Chem-Dry VI	199 New Road	LINWOOD	NJ	08221	(609) 927-7667 Ext. 0000
Cape May & Atlantic County Chem-Dry	199 New Road	Linwood	NJ	08221	(609) 391-2190 Ext. 0000
Delta Chem-Dry	24 HIGH RIDGE RD	LITTLE EGG HARBOR	NJ	08087	(609) 812-0600 Ext. 0000
A-1 Garden State Chem-Dry II	12 NEWTON STREET	MARLBORO	NJ	07746	(732) 972-7887 Ext. 0000
A-1 Garden State Chem-Dry I	12 NEWTON STREET	MARLBORO	NJ	07746	(732) 972-7887 Ext. 0000
Chem-Dry of Clifton	15 LEHIGH AVENUE	PATERSON	NJ	07503	(973) 778-0300 Ext. 0000
A Advantage Chem-Dry	15 LEHIGH AVENUE	PATERSON	NJ	07503	(201) 447-0049 Ext. 0000
A Advantage Chem-Dry V	15 LEHIGH AVENUE	PATERSON	NJ	07503	(973) 335-8900 Ext. 0000
A Advantage Chem-Dry II	15 LEHIGH AVENUE	PATERSON	NJ	07503	(973) 655-0800 Ext. 0000
A Advantage Chem-Dry III	15 LEHIGH AVENUE	PATERSON	NJ	07503	(908) 558-0800 Ext. 0000
A Advantage Chem-Dry IV	15 LEHIGH AVENUE	PATERSON	NJ	07503	(866) 534-8271 Ext. 0000
Chem-Dry of Hunterdon County	296 PITTSTOWN ROAD	PITTSTOWN	NJ	08867	(908) 735-4966 Ext. 0000

Chem-Dry of Pennington	367 VILLAGE RD E	PRINCETON JCT	NJ	08550	(609) 259-8462 Ext. 0000
Chem-Dry Express IX	367 VILLAGE RD E	PRINCETON JCT	NJ	08550	(800) 522-2727 Ext. 0000
Chem-Dry Express	367 VILLAGE RD EAST	PRINCETON JCT	NJ	08550	(732) 745-5959 Ext. 0000
Chem-Dry Express VI	367 VILLAGE RD E	PRINCETON JCT	NJ	08550	(609) 587-7448 Ext. 0000
Chem-Dry Express VII	367 VILLAGE RD E	PRINCETON JCT	NJ	08550	(609) 448-7139 Ext. 0000
Chem-Dry Express VIII	367 VILLAGE RD E.	PRINCETON JCT	NJ	08550	(732) 244-0099 Ext. 0000
Chem-Dry of Hopewell/West Windsor	367 VILLAGE RD. EAST	PRINCETON JCT.	NJ	08550	(609) 259-8436 Ext. 0000
Chem-Dry Express III	367 VILLAGE RD EAST	PRINCETON JUNCTION	NJ	08550	(908) 359-5465 Ext. 0000
Chem-Dry Express II	367 VILLAGE RD EAST	PRINCETON JUNCTION	NJ	08550	(609) 259-6699 Ext. 0000
Chem-Dry of Princeton	367 VILLAGE RD EAST	PRINCETON JUNCTION	NJ	08550	(609) 924-4085 Ext. 0000
Chem-Dry Express IV	367 VILLAGE RD EAST	PRINCETON JUNCTION	NJ	08550	(732) 922-9909 Ext. 0000
All County Chem-Dry II	961 ROUTE 10 EAST	RANDOLPH	NJ	07869	(973) 376-8787 Ext. 0000
All County Chem-Dry	111 CANFIELD AVENUE UNIT A-18	RANDOLPH	NJ	07869	(973) 927-5113 Ext. 0000
All County Chem-Dry III	111 Canfield Ave. Unit A-18	RANDOLPH	NJ	07869	(908) 232-0800 Ext. 0000
All County Chem-Dry V	111 Canfield Ave. Unit A-18	RANDOLPH	NJ	07869	(908) 782-6463 Ext. 0000
All County Chem-Dry VII	111 Canfield Ave. Unit A-18	RANDOLPH	NJ	07869	(973) 729-7333 Ext. 0000
All County Chem-Dry	111 Canfield Ave. Unit A-18	RANDOLPH	NJ	07869	(908) 766-7771 Ext. 0000
Branch Chem-Dry	19 EAST GOUVERNEUR AVE	RUTHERFORD	NJ	07070	(201) 438-0990 Ext. 0000
Joanne's Chem-Dry of NJ	1644 OLD FREEHOLD ROAD	TOMS RIVER	NJ	08755	(732) 244-8080 Ext. 0000
Joanne's Chem-Dry of NJ II	1644 OLD FREEHOLD ROAD	TOMS RIVER	NJ	08755	(732) 449-9005 Ext. 0000
Paradise Chem-Dry V	PLAZA COURT UNIT #2	TURNERSVILLE	NJ	08012	(800) 300-2228 Ext. 0000
Paradise Chem-Dry II	PLAZA COURT UNIT #2	TURNERSVILLE	NJ	08012	(800) 300-2228 Ext. 0000
Paradise Chem-Dry III	PLAZA COURT UNIT #2	TURNERSVILLE	NJ	08012	(800) 300-2228 Ext. 0000
Paradise Chem-Dry VII	PLAZA COURT UNIT #2	TURNERSVILLE	NJ	08012	(856) 232-6818 Ext. 0000
ALLAIRE CHEM-DRY IV	PO BOX 2362	WALL	NJ	07727	(732) 751-8520 Ext. 0000
ALLAIRE CHEM-DRY V	PO BOX 2362	WALL	NJ	07727	(732) 751-8520 Ext. 0000
Allaire Chem-Dry III	PO BOX 2362	WALL TOWNSHIP	NJ	07727	(732) 751-8520 Ext. 0000
Allaire Chem-Dry I	PO BOX 2362	WALL TOWNSHIP	NJ	07727	(732) 751-8520 Ext. 0000
Allaire Chem-Dry II	PO BOX 2362	WALL TOWNSHIP	NJ	07727	(732) 751-8520 Ext. 0000
All American Chem-Dry	31 CHERYL AVENUE	STATEN ISLAND	NY	10312	(866) 256-9079 Ext. 0000
Chem-Dry Tri City II	1513 E WOODLAWN STREET	ALLENTOWN	PA	18109-1555	(908) 475-8916 Ext. 0000
<b>NEW MEXICO FRANCHISES</b>					
CC Chem-Dry of Dona Ana/Lincoln/Otero II	PO BOX 322	ALAMOGORDO	NM	88311	(575) 434-0395 Ext. 0000
CC Chem-Dry of Dona Ana/Lincoln/Otero	PO BOX 322	ALAMOGORDO	NM	88310	(575) 434-0395 Ext. 0000
Chem-Dry of New Mexico II	9440 SAN MATEO NE SUITE J	ALBUQUERQUE	NM	87113	(505) 299-9222 Ext. 0000
Chem-Dry of Albuquerque	9440 SAN MATEO NE SUITE J	ALBUQUERQUE	NM	87113	(505) 299-9222 Ext. 0000
Mr. J's Chem-Dry	8201 GOLF COURSE RD NW #D3 161	ALBUQUERQUE	NM	87120	(505) 899-8199 Ext. 0000
Chem-Dry of New Mexico	9440 SAN MATEO NE SUITE J	ALBUQUERQUE	NM	87113	(505) 883-1133 Ext. 0000
A & E Chem-Dry	9408 TRAVILLA DRIVE NW	ALBUQUERQUE	NM	87114	(505) 897-3112 Ext. 0000
Randy's Quality Chem-Dry	9509 REGAL RIDGE DRIVE NE	ALBUQUERQUE	NM	87111	(505) 821-0305 Ext. 0000
Chem-Dry of New Mexico III	9440 SAN MATEO NE SUITE J	ALBUQUERQUE	NM	87113	(505) 865-2899 Ext. 0000
Chem-Dry of New Mexico V	9440 SAN MATEO NE SUITE J	ALBUQUERQUE	NM	87113	(505) 988-5405 Ext. 0000
Chem-Dry of New Mexico IX	9440 SAN MATEO NE SUITE J	ALBUQUERQUE	NM	87113	(505) 988-5405 Ext. 0000
Chem-Dry of Duke City Rio Rancho	6912 ACOMA RD. SE	ALBUQUERQUE	NM	87108	(505) 292-7459 Ext. 0000
Coyote Chem-Dry	PO BOX 928	EL PRADO	NM	87529	(575) 758-4505 Ext. 0000
San Juan County Chem-Dry	4413 BELLA VISTA CIRCLE	FARMINGTON	NM	87401	(505) 325-7601 Ext. 0000
San Juan County Chem-Dry II	4413 BELLA VISTA CIRCLE	FARMINGTON	NM	87401	(505) 325-7601 Ext. 0000

Century Chem-Dry	5070 MEADOW CIRCLE	LAS CRUCES	NM	88007	(75) 541-1880 Ext. 0000
<b>NEVADA FRANCHISES</b>					
Clarke's Chem-Dry	PO Box 21290	CARSON CITY	NV	89721	(775) 888-9400 Ext. 0000
Clarke's Chem-Dry II	PO Box 21290	CARSON CITY	NV	89721	(775) 888-9400 Ext. 0000
Chem-Dry of Douglas County	722 BOWLES LANE	GARDNERVILLE	NV	89460	(775) 782-8477 Ext. 0000
Star Chem-Dry	5000 W OAKLEY BLVD STE E6	LAS VEGAS	NV	89146-3398	(702) 878-7827 Ext. 0000
Precision Chem-Dry	4305 EAST SAHARA STE 23	LAS VEGAS	NV	89104-6348	(702) 438-2436 Ext. 0000
All Seasons Chem-Dry	3604 MOUNTAIN RIVER STREET	LAS VEGAS	NV	89129	(702) 636-1115 Ext. 0000
Southwest Chem-Dry	6165 HARRISON DR. STE 11	LAS VEGAS	NV	89120-4082	(702) 798-5910 Ext. 0000
Sahara Chem-Dry	4616 W SAHARA AVE #370	LAS VEGAS	NV	89102	(702) 242-0500 Ext. 0000
Alpine Chem-Dry	6157 RISEPINE COURT	LAS VEGAS	NV	89110	(702) 437-7722 Ext. 0000
Cloud Chem-Dry	6170 WEST LAKE MEAD BLVD #271	LAS VEGAS	NV	89108	(702) 646-5051 Ext. 0000
Tropical Chem-Dry	3404 LANDAU ST	N. LAS VEGAS	NV	89030	(702) 870-8611 Ext. 0000
Diamond Chem-Dry	6662 LITTLE OWL PL.	NORTH LAS VEGAS	NV	89084	(702) 265-8686 Ext. 0000
B & B Chem-Dry	P.O. BOX 1364	ROUND MTN.	NV	89045	(775) 377-1300 Ext. 0000
Quality Care Chem-Dry	2150 Tivoli Lane	SPARKS	NV	89434	(775) 331-5171 Ext. 0000
Chem-Dry of Elko	499 EDGEWATER DR.	SPRING CREEK	NV	89815	(775) 738-8850 Ext. 0000
Great Basin Chem-Dry	499 EDGEWATER DR.	SPRING CREEK	NV	89815	(775) 289-4727 Ext. 0000
Chem-Dry of Northern Nevada II	3013 POTATO ROAD SUITE B	Winnemucca	NV	89445	(775) 327-4424 Ext. 0000
Chem-Dry of Northern Nevada	3013 POTATO ROAD SUITE B	WINNEMUCCA	NV	89445	(775) 623-4424 Ext. 0000
HOME PRIDE CHEM-DRY	211 GRANITE ST.	CORONA	CA	92879	(702) 454-7625 Ext. 0000
<b>NEW YORK FRANCHISES</b>					
Clean Life Chem-Dry	89 SOUTHFIELD ROAD	BAITING HOLLOW	NY	11933	(631) 886-2423 Ext. 0000
Saratoga Chem-Dry	18 LIMERICK LANE	BALLSTON SPA	NY	12020	(518) 583-6699 Ext. 0000
Albany Rensselaer Chem-Dry	18 LIMERICK LANE	BALLSTON SPA	NY	12020	(518) 583-6699 Ext. 0000
Platinum Chem-Dry	2828 East Alder Rd.	BELLMORE	NY	11710	(516) 515-9593 Ext. 0000
Chem-Dry of Erie/Chautauqua/Crawford Co	8700 RANSOM RD	BROCTON	NY	14716	(716) 672-2880 Ext. 0000
Chem-Dry of Manhattan	918 HOLLYWOOD AVENUE	BRONX	NY	10465	(917) 447-8474 Ext. 0000
Bronx Chem-Dry	918 HOLLYWOOD AVENUE	BRONX	NY	10465	(917) 447-8474 Ext. 0000
Gangi Chem-Dry	1827 E. 32ND ST.	BROOKLYN	NY	11234	(718) 998-2600 Ext. 0000
Gangi Chem-Dry of Staten Island	1827 E. 32ND STREET	BROOKLYN	NY	11234	(718) 966-1152 Ext. 0000
Chem-Dry of Niagara	63 BENBRO DRIVE	CHEEKTOWAGA	NY	14225	(716) 625-6071 Ext. 0000
Chem-Dry of Buffalo	63 BENBRO DRIVE SUITE 100	CHEEKTOWAGA	NY	14225	(716) 632-6011 Ext. 0000
Chem-Dry of Genesee County	63 BENBRO DRIVE	CHEEKTOWAGA	NY	14225	(716) 343-1104 Ext. 0000
Thousand Islands Chem-Dry	16937 HILLTOP LANE	CLAYTON	NY	13624	(315) 686-2665 Ext. 0000
FRIENDLY CHEM-DRY II	28 SHELDON PLACE	COMMACK	NY	11725	(516) 676-2766 Ext. 0000
Friendly Chem-Dry	28 SHELDON PLACE	COMMACK	NY	11725	(631) 493-0808 Ext. 0000
J.T.'s Chem-Dry Carpet Care	19 WREN DRIVE	HAUPPAUGE	NY	11788	(631) 474-1834 Ext. 0000
J.T.'S Chem-Dry Carpet Care II	19 WREN DRIVE	HAUPPAUGE,	NY	11788	(631) 474-1834 Ext. 0000
Magic Carpet Chem-Dry	7 VAUTRIN AVE	HOLTSVILLE	NY	11742	(631) 758-2442 Ext. 0000
Chem-Dry of Westchester	29 WALTON DRIVE	MAHOPAC	NY	10541	(914) 271-9226 Ext. 0000
Carine Chem-Dry	44 SILAS WOODS RD.	MANORVILLE	NY	11949	(631) 878-7088 Ext. 0000
Chem-Dry of New York	6260 SUNRISE HWY	MASSAPEQUA	NY	11758	(516) 541-2700 Ext. 0000
Chem-Dry of New York II	6260 SUNRISE HWY	MASSAPEQUA	NY	11758	(516) 541-2700 Ext. 0000
Chem-Dry of NYC	131 EAST 62ND STREET, BSM	NEW YORK	NY	10065-7377	(212) 355-3640 Ext. 0000
Chem-Dry of NYC III	131 EAST 62ND STREET, BSM	NEW YORK	NY	10065-7377	(212) 355-3640 Ext. 0000
Chem-Dry of NYC II	131 EAST 62ND ST, SUITE BSM	NEW YORK	NY	10065	(212) 355-3640 Ext. 0000

Ultimate Chem-Dry II	88 BURT AVENUE	NORTHPORT	NY	11768	(631) 239-1450 Ext. 0000
Ultimate Chem-Dry	88 BURT AVENUE	NORTHPORT	NY	11768	(631) 239-1450 Ext. 0000
Shamrock Chem-Dry	112 GATTO LANE	PEARL RIVER	NY	10965	(800) 919-0211 Ext. 0000
Shamrock Chem-Dry II	112 GATTO LANE	PEARL RIVER	NY	10965	(845) 735-6996 Ext. 0000
Chem-Dry of Suffolk County	P O BOX 143	PECONIC	NY	11958	(631) 734-7645 Ext. 0000
Chem-Dry of Suffolk Co II	PO BOX 143	PECONIC	NY	11958	(631) 734-7645 Ext. 0000
Chem-Dry of Suffolk Co III	P.O. BOX 143	PECONIC	NY	11958	(631) 734-7645 Ext. 0000
Crown Chem-Dry (Lippert)	19 Candee Street	Phoenix	NY	13135	(315) 343-5220 Ext. 0000
All County Chem-Dry	26 LOCHNAVAR PKWY	PITTSFORD	NY	14534	(585) 383-8841 Ext. 0000
Inter-County Chem-Dry/Nassau	91 NORTHERN PARKWAY WEST	PLAINVIEW	NY	11803	(800) 924-5100 Ext. 0000
Crystal Chem-Dry	91 NORTHERN PKWY WEST	PLAINVIEW	NY	11803	(516) 433-4701 Ext. 0000
Crystal Chem-Dry II	91 NORTHERN PKWY WEST	PLAINVIEW	NY	11803	(516) 433-4701 Ext. 0000
Harborside Chem-Dry	77 WAPPANOCCA AVE	RYE	NY	10580	(914) 925-2525 Ext. 0000
Harborside Chem-Dry II	77 WAPPANOCCA AVE	RYE	NY	10580	(914) 925-2525 Ext. 0000
Golden Chem-Dry	PO BOX 1012	SEAFORD	NY	11783	(516) 882-0933 Ext. 0000
Alpine Chem-Dry II	4053 MAYWOOD DRIVE	SEAFORD	NY	11783	(631) 423-3828 Ext. 0000
Alpine Chem-Dry	4053 MAYWOOD DRIVE	SEAFORD	NY	11783	(516) 735-3653 Ext. 0000
Golden Chem-Dry II	P.O. BOX 1012	SEAFORD	NY	11783	(516) 882-0933 Ext. 0000
Crown Chem-Dry (Stephen)	4900 CORNISH HEIGHTS PARKWAY	SYRACUSE	NY	13215	(315) 468-1206 Ext. 0000
Byrnes Chem-Dry	114 SPRUCE TREE LANE	SYRACUSE	NY	13219	(315) 468-3184 Ext. 0000
T & T Chem-Dry	PO Box 142	Three Mile Bay	NY	13693	(315) 775-6292 Ext. 0000
ABC Chem-Dry IV	432 LAFAYETTE STREET	UTICA	NY	13502	(315) 738-1111 Ext. 0000
ABC Chem-Dry III	432 LAFAYETTE ST	UTICA	NY	13502	(315) 738-1111 Ext. 0000
ABC Chem-Dry I	432 LAFAYETTE ST	UTICA	NY	13502	(866) 367-2221 Ext. 0000
ABC Chem-Dry II	432 LAFAYETTE ST	UTICA	NY	13502	(315) 738-1111 Ext. 0000
ABC Chem-Dry XII	432 LAFAYETTE ST	UTICA	NY	13502	(315) 738-1111 Ext. 0000
ABC Chem-Dry XIII	432 LAFAYETTE ST	UTICA	NY	13502	(315) 738-1111 Ext. 0000
ABC Chem-Dry VIII	432 LAFAYETTE ST	UTICA	NY	13502	(315) 253-5826 Ext. 0000
ABC Chem-Dry IX	432 LAFAYETTE ST	UTICA	NY	13502	(315) 414-0000 Ext. 0000
ABC Chem-Dry X	432 LAFAYETTE STREET	UTICA	NY	13502	(607) 547-6060 Ext. 0000
ABC Chem-Dry VII	432 LAFAYETTE ST.	UTICA	NY	13502	(315) 699-1979 Ext. 0000
ABC Chem-Dry V	432 Lafayette Street	UTICA,	NY	13502	(315) 363-6752 Ext. 0000
ABC Chem-Dry V	432 LAFAYETTE STREET	UTICA,	NY	13502	(315) 363-6752 Ext. 0000
ABC Chem-Dry XI	432 LAFAYETTE ST	UTICA	NY	13502	(315) 738-1111 Ext. 0000
Hudson Valley Chem-Dry	822 Sterling Drive	WAPPINGERS FALLS	NY	12590	(845) 226-2266 Ext. 0000
Chem-Dry of Rochester & The Finger Lakes	686 HIGHTOWER WAY	WEBSTER	NY	14580	(585) 458-5797 Ext. 0000
Chem-Dry of Rochester & The Finger Lakes	686 HIGHTOWER WAY	WEBSTER	NY	14580	(585) 458-5797 Ext. 0000
Chem-Dry of Rochester & The Finger Lakes	686 HIGHTOWER WAY	WEBSTER	NY	14580	(585) 458-5797 Ext. 0000
Welch Chem-Dry	227 ALVERSTONE WAY	WEST HENRIETIA	NY	14586	(585) 738-9126 Ext. 0000
Atlantic Chem-Dry	116 PARIS COURT	WEST ISLIP	NY	11795	(631) 277-2885 Ext. 0000
ATLANTIC CHEM-DRY II	116 PARIS COURT	WEST ISLIP	NY	11795-2816	(631) 277-2885 Ext. 0000
Carpet Plus Chem-Dry	1378 Walter Road	Yorktown	NY	10598	(914) 693-2053 Ext. 0000
Fishers Island Chem-Dry	PO BOX 9232	GROTON	CT	06340-9232	(860) 235-7974 Ext. 0000
A-1 Chem-Dry of Rockland Co	11 LAUREL AVE	HEWITT	NJ	07421	(845) 362-8363 Ext. 0000
AA Chem-Dry of Orange County	11 LAUREL AVE	HEWITT	NJ	07421	(845) 986-4744 Ext. 0000
Olympic Chem-Dry	11 LAUREL AVE	HEWITT	NJ	07421	(914) 722-0009 Ext. 0000
Southern Tier Chem-Dry II	427 NORTH KEYSTONE AVE	SAYRE	PA	18840	(607) 962-3586 Ext. 0000

Southern Tier Chem-Dry	427 NORTH KEYSTONE AVE	SAYRE	PA	18840	(607) 962-3586 Ext. 0000
<b>OHIO FRANCHISES</b>					
North Ohio Chem-Dry	1119 BROADWAY AVENUE	BEDFORD	OH	44146	(440) 232-2436 Ext. 0000
North Ohio Chem-Dry II	1119 BROADWAY AVENUE	BEDFORD	OH	44146	(440) 232-2436 Ext. 0000
Area Wide Chem-Dry	PO BOX 396	BELLBROOK	OH	45305	(937) 885-4003
CHEM-DRY OF CINCINNATI II	5759 SHADYHOLLOW LANE	CINCINNATI	OH	45230	(513) 722-9666 Ext. 0000
Chem-Dry of Cincinnati	5759 SHADYHOLLOW LN	CINCINNATI	OH	45230	(513) 232-9663 Ext. 0000
Sarko's Chem-Dry	2345 NILES CORTLAND ROAD	CORTLAND	OH	44410	(330) 638-7030 Ext. 0000
Chem-Dry of Summit and Cuyahoga	6000 BRADFORD WAY	HUDSON	OH	44236	(330) 650-2944 Ext. 0000
Chem-Dry of Summit and Cuyahoga II	6000 BRADFORD WAY	HUDSON	OH	44236	(330) 650-2944 Ext. 0000
AA-1 Chem-Dry	1489 WOODFOREST NW	MASSILLON	OH	44647	(330) 833-3232 Ext. 0000
Chem-Dry of Ohio	5811 COLUMBIANA ROAD	NEW MIDDLETOWN	OH	44442	(330) 542-2238 Ext. 0000
Indian Mound Chem-Dry	124 NORTH 39TH STREET	NEWARK	OH	43055	(740) 344-7701 Ext. 0000
All Seasons Chem-Dry III	5718 CANYON RIDGE DR.	PAINESVILLE	OH	44077	(440) 461-1300 Ext. 0000
All Seasons Chem-Dry	5718 CANYON RIDGE DRIVE	PAINESVILLE	OH	44077	(440) 357-2379 Ext. 0000
All Seasons Chem-Dry II	5718 CANYON RIDGE DRIVE	PAINESVILLE	OH	44077	(440) 357-2379 Ext. 0000
D & D Chem-Dry	5410 BROWNFIELD DRIVE	PARMA	OH	44129	(440) 888-8925 Ext. 0000
D & D Chem-Dry III	5410 BROWNFIELD DR	PARMA	OH	44129	(440) 933-9900 Ext. 0000
D & D Chem-Dry II	5410 BROWNFIELD DRIVE	PARMA	OH	44129	(330) 273-9900 Ext. 0000
Buckeye Chem-Dry	78 W PARKSIDE DRIVE	POWELL	OH	43065	(614) 850-0873 Ext. 0000
Carol's Chem-Dry	4300 LYNN RD STE 103	RAVENNA	OH	44266	(330) 325-2626 Ext. 0000
Carols Chem-Dry II	4300 LYNN ROAD SUITE 103	RAVENNA	OH	44266	(330) 296-0007 Ext. 0000
Bay Area Chem-Dry	731 KELLEY LANE	SANDUSKY	OH	44870	(419) 626-4822 Ext. 0000
Lake Chem-Dry	2620 CENTENNIAL RD. UNIT A	TOLEDO	OH	43617	(419) 843-3451 Ext. 0000
Butler-Warren Chem-Dry	9611 SEMAPHORE CT	WEST CHESTER	OH	45069	(513) 755-0510 Ext. 0000
Butler-Warren Chem-Dry II	9611 SEMAPHORE CT.	WEST CHESTER	OH	45069	(513) 755-0510 Ext. 0000
Liberty Chem-Dry II	325 Catawba Avenue	WESTERVILLE	OH	43081	(614) 426-4116 Ext. 0000
Liberty Chem-Dry	325 Catawba Avenue	Westerville	OH	43081	(614) 426-4116 Ext. 0000
Chem-Dry of Greene County	PO BOX 369	WILBERFORCE	OH	45384-0369	(937) 372-1438 Ext. 0000
Chem-Dry of Mansfield	4276 SYLVAN RD	WOOSTER	OH	44691	(419) 756-5353 Ext. 0000
Chem-Dry of Wooster	4276 SYLVAN ROAD	WOOSTER	OH	44691	(330) 262-5139 Ext. 0000
Chem-Dry of Ashland	4276 SYLVAN ROAD	WOOSTER	OH	44691	(419) 281-1434 Ext. 0000
Chem-Dry of Medina	4276 SYLVAN ROAD	WOOSTER	OH	44691	(330) 722-2718 Ext. 0000
Queen City Chem-Dry	4135 ALEXANDRIA PIKE, #109	COLD SPRING	KY	41076	(513) 579-0090 Ext. 0000
Chem-Dry of Monroe Lucas Co	305 EASTWOOD CT	DEERFIELD	MI	49238	(800) 292-4573 Ext. 0000
River City Chem-Dry III	PO BOX 1562	PARKERSBURG	WV	26102	(304) 428-5917 Ext. 0000
<b>OKLAHOMA FRANCHISES</b>					
Chem-Dry of Tulsa	13449 S HWY 51	COWETA	OK	74229	(918) 258-1000 Ext. 0000
Chem-Dry of Norman	7218 E Covell Road	EDMOND	OK	73034	(405) 364-3444 Ext. 0000
Chem-Dry of OKC/Edmond	6504 HUNTER DR	EDMOND	OK	73013	(405) 771-2009 Ext. 0000
A & S Chem-Dry	7218 E Covell Road	EDMOND	OK	73034	(405) 359-0880 Ext. 0000
Chem-Dry of Lawton	1915 NW OAK	LAWTON	OK	73507	(580) 248-4180 Ext. 0000
Amazing Chem-Dry II	816 NORTH DAVID LANE	MUSKOGEE	OK	74403	(918) 458-5300 Ext. 0000
Amazing Chem-Dry	816 NORTH DAVID LANE	MUSKOGEE	OK	74403	(918) 683-4884 Ext. 0000
Jeff's Chem-Dry II	P.O. BOX 472228	TULSA	OK	74147	(918) 333-4432 Ext. 0000
Jeff's Chem-Dry IV	P.O. Box 472228	TULSA	OK	74147	(918) 540-1281 Ext. 0000
Jeff's Chem-Dry III	P.O. BOX 472228	TULSA	OK	74147	(918) 786-4433 Ext. 0000

Jeff's Chem-Dry	P.O. BOX 472228	TULSA	OK	74147	(918) 664-0815 Ext. 0000
Jasper's Chem-Dry	2608 E NEWTON PLACE	TULSA	OK	74110	(918) 836-9795 Ext. 0000
Chem-Dry of Oklahoma	1821 Belt Line Road	Garland	TX	75044	(405) 215-9777 Ext. 0000
Chem-Dry of Oklahoma II	1821 Belt Line Road	Garland	TX	75044	(405) 215-9777 Ext. 0000
Chem-Dry of Oklahoma III	1821 Belt Line Road	Garland	TX	75044	(405) 215-9777 Ext. 0000
Chem-Dry of Oklahoma IV	1821 Belt Line Road	Garland	TX	75044	(405) 215-9777 Ext. 0000
Chem-Dry of Oklahoma V	1821 Belt Line Road	Garland	TX	75044	(405) 215-9777 Ext. 0000
Chem-Dry of Oklahoma VI	1821 Belt Line Road	Garland	TX	75044	(405) 215-9777 Ext. 0000
Chem-Dry of Oklahoma VII	1821 Belt Line Road	Garland	TX	75044	(405) 215-9777 Ext. 0000
Chem-Dry of Oklahoma VIII	1821 Belt Line Road	Garland	TX	75044	(405) 215-9777 Ext. 0000
<b>OREGON FRANCHISES</b>					
Rogers Chem-Dry	15550 SW BRIGHTON COURT	BEAVERTON	OR	97007	(503) 642-3853 Ext. 0000
Chem-Dry of Bend II	21620 RICKARD RD.	BEND	OR	97702	(541) 388-7374 Ext. 0000
Chem-Dry of Central Oregon II	21620 RICKARD RD.	BEND	OR	97702	(541) 388-7374 Ext. 0000
Chem-Dry of Bend	21620 Rickard Road	BEND	OR	97702	(541) 388-7374 Ext. 0000
Chem-Dry of Central Oregon	21620 RICKARD RD.	BEND	OR	97702	(541) 388-7374 Ext. 0000
On The Spot Chem-Dry	6039 FOLEY LANE	CENTRAL POINT	OR	97502	(541) 770-4896 Ext. 0000
Advanced Chem-Dry by Jeff	P.O. BOX 5676	CENTRAL POINT	OR	97502	(541) 665-5244 Ext. 0000
K & L Chem-Dry	3500 SOUTH RIVER RD.	GRANTS PASS	OR	97527	(541) 479-8011 Ext. 0000
K & L CHEM-DRY II	3500 SOUTH RIVER ROAD	GRANTS PASS	OR	97527	(541) 773-4115 Ext. 0000
Riverview Chem-Dry	82 NE PALOMA AVENUE	GRESHAM	OR	97030	(503) 665-9368 Ext. 0000
Chem-Dry of Hillsboro	3477 NE Olympic Street	HILLSBORO	OR	97124	(503) 640-3199 Ext. 0000
Chem-Dry of Klamath Falls	672 DEL FATTI LN	KLAMATH FALLS	OR	97603	(541) 884-8262 Ext. 0000
Central Coast Chem-Dry	446 NE 8TH STREET	NEWPORT	OR	97365	(541) 265-3785 Ext. 0000
Great White Chem-Dry	P.O. BOX 238	NORTH BEND	OR	97459	(541) 290-0141 Ext. 0000
Ability Chem-Dry	3316 NE 141ST AVENUE	PORTLAND	OR	97230	(503) 284-6858 Ext. 0000
Chem-Dry of Yamhill County	1466 MCDONALD ST NE	SALEM	OR	97301	(503) 434-6369 Ext. 0000
Chem-Dry Elite	1466 MCDONALD ST NE	SALEM	OR	97301	(503) 682-8077 Ext. 0000
Chem-Dry of East Marion County	1466 MCDONALD ST NE	SALEM	OR	97301	(503) 769-6131 Ext. 0000
Chem-Dry of Salem	1466 MCDONALD ST NE	SALEM	OR	97301	(503) 581-3127 Ext. 0000
Capitol Chem-Dry	2667 TAHOE AVE SE	SALEM	OR	97306	(503) 588-7588 Ext. 0000
Chem-Dry of Salem II	1466 MCDONALD ST NE	SALEM	OR	97301	(503) 581-3127 Ext. 0000
Chem-Dry North Coast	407 S HOLLADAY DR	SEASIDE	OR	97138	(503) 738-0773 Ext. 0000
Sweet's Chem-Dry	22021 SW Sherwood Blvd.	SHERWOOD	OR	97140	(503) 625-3101 Ext. 0000
Chem-Dry of Roseburg	829 EAST FIRST AVE	SUTHERLIN	OR	97479-9605	(541) 672-0058 Ext. 0000
Oregon Chem-Dry	9595 SW TUALATIN-SHERWOOD RD,STE D	TUALATIN	OR	97062-8560	(503) 256-2266 Ext. 0000
Portland Chem-Dry	9595 SW TUALATIN-SHERWOOD RD, STE D	TUALATIN	OR	97062-8560	(503) 235-6184 Ext. 0000
Beaverton Chem-Dry	9595 SW TUALATIN-SHERWOOD RD, STE D	TUALATIN	OR	97062-8560	(503) 644-4101 Ext. 0000
Chem-Dry Quality	9595 S.W. TUALATIN-SHERWOOD ROAD	TUALATIN	OR	97062	(503) 924-5690 Ext. 0000
Chem-Dry Quality II	9595 SW Tualatin-Sherwood	Tualatin	OR	97062	(503) 924-5690 Ext. 0000
Chem-Dry Quality VI	9595 SW TUALATIN-SHERWOOD RD,STE D	TUALATIN	OR	97062	(503) 256-2266 Ext. 0000
Lake Oswego/West Linn Chem-Dry	9595 SW TUALATIN-SHERWOOD RD, STE D	TUALATIN	OR	97062-8560	(503) 636-4837 Ext. 0000
Chem-Dry Quality IV	9595 SW TUALATIN-SHERWOOD RD,STE D	TUALATIN	OR	97062	(503) 256-2266 Ext. 0000
Northwest Chem-Dry	9595 TUALATIN-SHERWOOD RD	TUALATIN	OR	97062-8560	(503) 256-0056 Ext. 0000
Oregon Chem-Dry II	9595 TUALATIN-SHERWOOD RD	TUALATIN	OR	97062-8560	(503) 624-1756 Ext. 0000
Chem-Dry Quality III	9595 S.W. TUALATIN-SHERWOOD ROAD	TUALATIN	OR	97062	(503) 924-5690 Ext. 0000
Chem-Dry Carpet Magic of Eugene	PO BOX 447	WALTERVILLE	OR	97489-0447	(541) 747-3416 Ext. 0000



Columbia Chem-Dry II	933 S NEVADA DRIVE	LONGVIEW	WA	98632	(360) 423-5754 Ext. 0000
C & C Chem-Dry	14702 N E 7TH STREET	VANCOUVER	WA	98684	(360) 256-9896 Ext. 0000
Chem-Dry of the Blue Mtns.	14702 N E 7TH STREET	VANCOUVER	WA	98684	(541) 276-2456 Ext. 0000
Chem-Dry of Vancouver	14413 NE 10TH AVE STE B111	VANCOUVER	WA	98685-1737	(360) 573-5390 Ext. 0000
Executive Chem-Dry	14413 NE 10TH AVE STE B111	VANCOUVER	WA	98685-1737	(503) 221-9739 Ext. 0000
<b>PENNSYLVANIA FRANCHISES</b>					
Chem-Dry Tri City V	1513 E WOODLAWN ST	ALLENTOWN	PA	18109	(215) 536-3075 Ext. 0000
Chem-Dry Tri City	1513 E WOODLAWN ST	ALLENTOWN	PA	18109-1555	(610) 821-4916 Ext. 0000
Chem-Dry Cleanmasters	1750 CHALK AVE	BLUE BELL	PA	19422	(610) 277-2779 Ext. 0000
Brandywine Chem-Dry II	PO BOX 2446	BOOTHWYN	PA	19061	(610) 358-5790 Ext. 0000
Chem-Dry of Lehigh Valley	PO BOX 742	BRODHEADSVILLE	PA	18322	(570) 992-9902 Ext. 0000
Chem-Dry of Clearfield County	1605 MAPLEVALE RD	BROOKVILLE	PA	15825	(814) 849-5447 Ext. 0000
Bob's Chem-Dry II	201 S PINE STREET	CARMICHAELS	PA	15320	(724) 966-9739 Ext. 0000
Bob's Chem-Dry	201 S PINE STREET	CARMICHAELS	PA	15320	(724) 966-9739 Ext. 0000
Champion Chem-Dry	2221 INDIAN HEAD RD	CHAMPION	PA	15622	(724) 455-1750 Ext. 0000
Allegheny Chem-Dry	622 FALLOWFIELD AVE	CHARLEROI	PA	15022-1902	(412) 823-8800 Ext. 0000
Tri-County Chem-Dry	622 FALLOWFIELD AVE	CHARLEROI	PA	15022-1902	(724) 483-9553 Ext. 0000
Brandywine Chem-Dry	35 W. Parkway Ave	CHESTER	PA	19013	(610) 358-5790 Ext. 0000
Chem-Dry Northeast III	214 DEPOT STREET	CLARKS SUMMIT	PA	18411	(570) 586-5298 Ext. 0000
Chem-Dry Northeast II	214 DEPOT STREET	CLARKS SUMMIT	PA	18411	(570) 208-0889 Ext. 0000
Chem-Dry Northeast	214 DEPOT STREET	CLARKS SUMMIT	PA	18411	(570) 586-5298 Ext. 0000
Airport Chem-Dry	2516 STATE AVE	CORAOPOLIS	PA	15108	(412) 262-2234 Ext. 0000
Airport Chem-Dry II	2516 STATE AVE	CORAOPOLIS,	PA	15108	(412) 865-1118 Ext. 0000
Chem-Dry of the Poconos	729 Snow Hill Rd.	CRESCO	PA	18326	(570) 595-9042 Ext. 0000
Franklin Chem-Dry II	637 Brookens Road	FAYETTEVILLE	PA	17222	(717) 261-1086 Ext. 0000
Franklin Chem-Dry	637 BROOKENS RD	FAYETTEVILLE	PA	17222	(717) 261-1086 Ext. 0000
Chem-Dry of Montgomery County	672 JACKSON AVE	GLENSIDE	PA	19038	(215) 886-1334 Ext. 0000
Chem-Dry of Philadelphia	672 JACKSON AVE	GLENSIDE	PA	19038	(215) 886-1100 Ext. 0000
Chem-Dry of Doylestown	672 JACKSON AVE	GLENSIDE	PA	19038	(215) 886-1334 Ext. 0000
Chem-Dry of Pittsburgh	153 SHAFT ST	INDIANOLA	PA	15051	(724) 444-1000 Ext. 0000
Chem-Dry of Beaver Valley	328 RIDGEMONT DR	INDUSTRY	PA	15052	(724) 643-4029 Ext. 0000
Auntie's Chem-Dry II	449 GLENVIEW DRIVE	LOWER BURRELL	PA	15068	(724) 339-8808 Ext. 0000
Auntie's Chem-Dry	449 GLENVIEW DRIVE	LOWER BURRELL	PA	15068	(724) 339-8808 Ext. 0000
Chem-Dry of Mars I	191 CROWE AVE	MARS	PA	16046	(724) 625-3870 Ext. 0000
Chem-Dry of Mars II	191 CROWE AVE	MARS	PA	16046	(724) 625-3870 Ext. 0000
At Your Service Chem-Dry	516 PLEASANT VIEW DRIVE	MT PLEASANT	PA	15666	(724) 689-5367 Ext. 0000
Ace Chem-Dry	1207 MOUNTAIN ROAD	NEWBURG	PA	17240	(717) 243-8807 Ext. 0000
Metro Chem-Dry	35 ROCKWOOD RD	NEWTOWN SQ	PA	19073-4212	(610) 789-4474 Ext. 0000
TLC Chem-Dry	117 CHESTNUT RIDGE DR.	ORWIGSBURG	PA	17961	(570) 366-5410 Ext. 0000
Accolades Chem-Dry	1114 Gregg Street	Philadelphia	PA	19115	(267) 872-3769 Ext. 0000
Chem-Dry by the Millers IV	485 Hartman RD	READING	PA	19606	(717) 336-6399 Ext. 0000
Chem-Dry by the Millers	485 Hartman RD	READING	PA	19606	(800) 378-4030 Ext. 0000
Chem-Dry by the Millers III	485 Hartman RD	READING	PA	19606	(610) 431-4575 Ext. 0000
Chem-Dry by the Millers II	485 Hartman RD	Reading	PA	19606	(610) 948-9480 Ext. 0000
Chem-Dry by the Millers V	485 Hartman RD	READING	PA	19606	(717) 336-6399 Ext. 0000
Chem-Dry by the Millers VII	485 Hartman Rd	READING	PA	19606	(610) 678-9900 Ext. 0000
Chem-Dry by the Millers VI	485 Hartman RD	READING	PA	19606	(610) 948-9480 Ext. 0000

Chem-Dry of Indiana County	1512 RISHELL ROAD	ROSSITER	PA	15772-7210	(724) 286-3044 Ext. 0000
Citiwide Chem-Dry III	1236 BIG SEWICKLEY CREEK RD	SEWICKLEY	PA	15143	(724) 266-4960 Ext. 0000
Citiwide Chem-Dry	1236 BIG SEWICKLEY CREEK RD	SEWICKLEY	PA	15143	(724) 266-4960 Ext. 0000
Advantage Chem-Dry	4 E KING ST	SHIPPENSBURG	PA	17257	(717) 532-8676 Ext. 0000
Advantage Chem-Dry II	4 E. King Street	Shippensburg	PA	17257	(717) 261-1950 Ext. 0000
McHugh's Chem-Dry	8 BROOKVIEW LN	SHREWSBURY	PA	17361-1242	(717) 235-6493 Ext. 0000
Nittany Chem-Dry	101 FAIRFIELD DRIVE	STATE COLLEGE	PA	16801	(814) 234-8863 Ext. 0000
Nittany Chem-Dry II	101 FAIRFIELD DRIVE	STATE COLLEGE	PA	16801	(814) 234-8863 Ext. 0000
Chem-Dry of Berks County	15 MAZZOTTA ROAD	STEVENS	PA	17578	(610) 689-4031 Ext. 0000
Red Rose Chem-Dry	15 MAZZOTTA RD	STEVENS	PA	17578	(800) 792-0855 Ext. 0000
M & M Chem-Dry III	3241 EAST BERLIN RD	YORK	PA	17408	(717) 632-1058 Ext. 0000
M & M Chem-Dry	3241 EAST BERLIN RD	YORK	PA	17408	(717) 632-1058 Ext. 0000
Chem-Dry by Len	290 JEFFERSON AVENUE	YORK	PA	17401	(717) 845-9200 Ext. 0000
M & M Chem-Dry II	3241 EAST BERLIN RD	YORK	PA	17408	(717) 600-0242 Ext. 0000
Chem-Dry of Pennsylvania	PO BOX 3378	WILMINGTON	DE	19804-4378	(610) 436-5000 Ext. 0000
Chem-Dry of Pennsylvania II	PO BOX 3378	WILMINGTON	DE	19804-4378	(610) 353-1333 Ext. 0000
Chem-Dry of Pennsylvania IV	PO BOX 3378	WILMINGTON	DE	19804-4378	(610) 489-8008 Ext. 0000
Paradise Chem-Dry	PLAZA COURT UNIT #2	TURNERSVILLE	NJ	08012	(800) 300-2228 Ext. 0000
Paradise Chem-Dry IV	PLAZA COURT UNIT #2	TURNERSVILLE	NJ	08012	(856) 232-6818 Ext. 0000
Chem-Dry Express V	367 VILLAGE RD E	PRINCETON JCT	NJ	08550	(215) 968-8677 Ext. 0000
Chem-Dry by Jake	1603 BEVERLY ROAD	BURLINGTON	NJ	08016	(215) 327-2977 Ext. 0000
Paradise Chem-Dry VI	PLAZA COURT UNIT #2	TURNERSVILLE	NJ	08012	(800) 300-2228 Ext. 0000
Chem-Dry of Erie/Chautauqua/Crawford Co	8700 RANSOM RD	BROCTON	NY	14716	(814) 454-3922 Ext. 0000
Chem-Dry of Erie/Chautauqua/Crawford Co	8700 RANSOM RD	BROCTON	NY	14716	(814) 454-3922 Ext. 0000
Three Rivers Chem-Dry	823 BETHEL ROAD	MORGANTOWN	WV	26501	(724) 223-0260 Ext. 0000
Three Rivers Chem-Dry II	823 BETHEL ROAD	MORGANTOWN	WV	26501	(412) 344-1930 Ext. 0000
<b>SOUTH CAROLINA FRANCHISES</b>					
Anderson Chem-Dry	P.O. BOX 345	ANDERSON	SC	29622	(864) 222-2132 Ext. 0000
A C Chem-Dry	216 Emory Dr.	Easley	SC	29640	(864) 233-2967 Ext. 0000
Charles' Chem-Dry	1100 HILLSIDE AVENUE	FLORENCE	SC	29505	(843) 662-4939 Ext. 0000
Chem-Dry of Charleston	3022 WOODINGTON PL.	GOOSE CREEK	SC	29445	(843) 766-0052 Ext. 0000
Chem-Dry of the Golden Strip	1200 WOODRUFF RD A3	GREENVILLE	SC	29607	(864) 627-5388 Ext. 0000
County Wide Chem-Dry I	PO BOX 6336	GREENVILLE	SC	29606	(864) 277-3611 Ext. 0000
Greenville Chem-Dry	1823 WADE HAMPTON BLVD	GREENVILLE	SC	29609	(864) 292-1639 Ext. 0000
All Star Chem-Dry	114 Greenside Drive	GREENWOOD	SC	29649	(864) 543-3506 Ext. 0000
All Star Chem-Dry II	114 GREENSIDE DRIVE	GREENWOOD	SC	29649	(864) 543-3506 Ext. 0000
Tim Jetties Chem-Dry	#6 KORBER COURT	HILTON HEAD	SC	29926	(843) 689-3456 Ext. 0000
Chem-Dry of Hilton Head	#6 KORBER COURT	HILTON HEAD	SC	29926	(843) 689-3456 Ext. 0000
County Wide Chem-Dry II	13647 Highway 25	Honea Path	SC	29654	(864) 277-3611 Ext. 0000
Tyner Chem-Dry	PO BOX 664	ISLE OF PALMS	SC	29451	(843) 856-9933 Ext. 0000
Coastal Chem-Dry	1425 TEAGUE ROAD	MYRTLE BEACH	SC	29577	(843) 902-1202 Ext. 0000
CHEM-DRY OF THE GRAND STRAND	129 DOWENBURY DRIVE	MYRTLE BEACH	SC	29588	(843) 655-4750 Ext. 0000
Myrtle Beach Chem-Dry	406 39th Avenue South	N MYRTLE BEACH	SC	29582	(843) 272-1104 Ext. 0000
Chem-Dry of CSRA	1015 GEORGIA AVE.	N. AUGUSTA	SC	29841	(803) 278-6050 Ext. 0000
Chem-Dry of Aiken	1015 GEORGIA AVE	N. AUGUSTA	SC	29841	(803) 278-6050 Ext. 0000
Chem-Dry of the CSRA/Aiken	1015 Georgia Ave.	North Augusta	SC	29841	(803) 278-6050 Ext. 0000
Piedmont Chem-Dry III	404 POPLAR RIDGE ROAD	SIMPSONVILLE	SC	29681	(864) 577-8744 Ext. 0000

Piedmont Chem-Dry	404 POPLAR RIDGE ROAD	SIMPSONVILLE	SC	29681	(864) 281-9161 Ext. 0000
Moen Chem-Dry II	760 Travelers Blvd	SUMMERVILLE	SC	29485	(843) 873-5288 Ext. 0000
Chem-Dry of Summerville	146 Allspice Drive	Summerville	SC	29483	(843) 797-1025 Ext. 0000
Moen Chem-Dry III	1708 CONGRESSIONAL BOULEVARD	SUMMERVILLE	SC	29483	(803) 395-0240 Ext. 0000
Moen Chem-Dry	760 TRAVELERS BLVD	SUMMERVILLE	SC	29485	(843) 873-5288 Ext. 0000
Chem-Dry of Walterboro	760 Travelers Blvd	SUMMERVILLE	SC	29485	(843) 510-2002 Ext. 0000
Moen Chem-Dry IV	760 Travelers Blvd.	SUMMERVILLE	SC	29485	(843) 873-5288 Ext. 0000
Chem-Dry of the Midlands II	525 Rainbow Drive	SUMTER	SC	29154	(803) 749-4003 Ext. 0000
Chem-Dry of the Midlands	525 Rainbow Drive	SUMTER	SC	29154	(803) 749-4003
Classic Chem-Dry	130 MILLBROOK CIR	TAYLORS	SC	29687-6327	(864) 244-5100 Ext. 0000
<b>SOUTH DAKOTA FRANCHISES</b>					
Chem-Dry of Sioux Falls	1113 South Enterprise Avenue	SIoux FALLS	SD	57110	(605) 332-1551 Ext. 0000
Chem-Dry of Sioux Falls III	1113 S. Enterprise Avenue	SIoux FALLS	SD	57110	(605) 332-1551 Ext. 0000
Chem-Dry of Sioux Falls IV	1113 S. Enterprise Avenue	Sioux Falls	SD	57110	(605) 332-1551
Chem-Dry of Sioux Falls II	1113 SOUTH ENTERPRISE AVE.	SIoux FALLS	SD	57110	(605) 332-1551 Ext. 0000
<b>TENNESSEE FRANCHISES</b>					
All Seasons Chem-Dry V	165 GOLD STAR DRIVE	CLEVELAND	TN	37311	(423) 472-2468 Ext. 0000
All Seasons Chem-Dry III	165 GOLD STAR DRIVE	CLEVELAND	TN	37311	(423) 842-3494 Ext. 0000
All Seasons Chem-Dry VI	165 GOLD STAR DRIVE	CLEVELAND	TN	37311	(423) 472-2468 Ext. 0000
All Seasons Chem-Dry	165 GOLD STAR DRIVE	CLEVELAND	TN	37311	(865) 689-3316 Ext. 0000
Mr B's Chem-Dry	2409 ANTHONY LANE	COLUMBIA	TN	38401	(931) 380-1652 Ext. 0000
Mr B's Chem-Dry II	2409 ANTHONY LANE	COLUMBIA	TN	38401	(931) 380-1652 Ext. 0000
Chem-Dry of Cordova	132 PLANTATION GATE COVE	CORDOVA	TN	38018	(901) 752-3911 Ext. 0000
Southern Empire Chem-Dry	1129 S. Seminole Dr	EAST RIDGE	TN	37412	(423) 698-1139 Ext. 0000
Chem-Dry of Brentwood	1276 Lewisburg Pike Ste D	Franklin	TN	37064	(615) 373-5044 Ext. 0000
Chem-Dry of Germantown	1276 LEWISBURG PIKE	FRANKLIN	TN	37064	(901) 755-5958 Ext. 0000
Chem-Dry of Bellevue	1276 LEWISBURG PIKE	FRANKLIN,	TN	37064	(615) 646-7655 Ext. 0000
Chem-Dry of East Tennessee	2317 CRUMLEY ROAD	GREENBACK	TN	37742	(865) 995-0288 Ext. 0000
Big Orange Chem-Dry	2317 CRUMLEY ROAD	GREENBACK	TN	37742	(865) 458-8888 Ext. 0000
Genesis Chem-Dry	507 Red Oak Lane	Kingsport	TN	37663	(423) 247-6105 Ext. 0000
Volunteer Chem-Dry	PO Box 70165	KNOXVILLE	TN	37938	(865) 584-6713 Ext. 0000
Benson's Chem-Dry	306 Sandhill Rd	La Vergne	TN	37086	(615) 426-5592 Ext. 0000
Chem-Dry of Shelby County	3098 CLUBVIEW COVE S	LAKELAND	TN	38002	(901) 382-3339 Ext. 0000
Leonard's Chem-Dry	404 Randall Lane	LaVerge	TN	37086	(615) 997-7106 Ext. 0000
Leonard's Chem-Dry II	404 Randall Lane	LaVerge	TN	37086	(615) 997-7106 Ext. 0000
J's Quality Chem-Dry	919 North Briarcliff Cir.	Maryville	TN	37803	(865) 233-5800 Ext. 0000
J's Quality Chem-Dry II	919 N. Briarcliff Cir	Maryville	TN	37803	(865) 201-4167 Ext. 0000
AAA Chem-Dry	1299 FARMVILLE ROAD	MEMPHIS	TN	38122	(901) 753-4447 Ext. 0000
Ray's Chem-Dry	1810 MASON LAKE ROAD	PURYEAR	TN	38251	(731) 333-1828 Ext. 0000
Chem-Dry of Green Hills and Coolsprings	518 ELLIE LEE DRIVE	SMYRNA	TN	37167	(615) 242-2200 Ext. 0000
Chem-Dry of Nashville	PO BOX 1503	SMYRNA	TN	37167	(615) 251-1901 Ext. 0000
Chem-Dry of Tennessee	PO BOX 1503	SMYRNA	TN	37167	(615) 251-1901 Ext. 0000
Chem-Dry of Tennessee II	PO BOX 1503	SMYRNA	TN	37167	(615) 251-1901 Ext. 0000
Chem-Dry of Tennessee IV	PO BOX 1503	SMYRNA	TN	37167	(615) 251-1901 Ext. 0000
Chem-Dry of Tennessee V	PO BOX 1503	SMYRNA	TN	37167	(615) 223-9945 Ext. 0000
Chem-Dry of Tennessee VI	PO BOX 1503	SMYRNA	TN	37167	(615) 223-9945 Ext. 0000
TNT Chem-Dry I	200 BROOK CT.	SMYRNA	TN	37167	(615) 557-5231 Ext. 0000

TNT Chem-Dry II	200 BROOK COURT	SMYRNA	TN	37167	(615) 454-0275 Ext. 0000
Chem-Dry of Murfreesboro	518 ELLIE LEE DRIVE	SMYRNA,	TN	37167	(615) 890-9804 Ext. 0000
Chem-Dry of Franklin	1012 Rochelle Ave	THOMPSONS STATION	TN	37179	(615) 790-7757 Ext. 0000
Chem-Dry of Franklin II	1012 ROCHELLE AVE	THOMPSONS STATION	TN	37179-9619	(615) 373-5044 Ext. 0000
Chem-Dry of Mid Tennessee	3655 OLD MANCHESTER HWY	TULLAHOMA	TN	37388	(931) 455-6266 Ext. 0000
Chem-Dry of Mid Tennessee II	3655 OLD MANCHESTER HWY	TULLAHOMA	TN	37388	(931) 455-6266 Ext. 0000
Wann's Chem-Dry II	270 JOE TIKE DRIVE	RINGGOLD	GA	30736	(423) 899-4144 Ext. 0000
<b>TEXAS FRANCHISES</b>					
Wayne's Chem-Dry II	1225 TRACY LYNN STE F	ABILENE	TX	79601	(325) 695-2335 Ext. 0000
Wayne's Chem-Dry	1225 TRACY LYNN STE F	ABILENE	TX	79601	(325) 695-2335 Ext. 0000
Amarillo Chem-Dry II	PO BOX 7753	AMARILLO	TX	79114	(806) 353-5053 Ext. 0000
Chem-Dry of Amarillo	PO BOX 7753	AMARILLO	TX	79114	(806) 353-5053 Ext. 0000
Amarillo Chem-Dry	PO BOX 7753	AMARILLO	TX	79114	(806) 353-5053 Ext. 0000
Young's Chem-Dry II	4305 S BOWEN RD. SUITE #141-D	ARLINGTON	TX	76016	(972) 258-8349 Ext. 0000
Young's Chem-Dry	4305 S BOWEN RD. SUITE #141-D	ARLINGTON	TX	76016	(817) 460-7260 Ext. 0000
John's Chem-Dry	6 TWIN LAKES COURT	ARLINGTON	TX	76016	(817) 460-3009 Ext. 0000
Capital of Texas Chem-Dry	PO BOX 92105	AUSTIN	TX	78709	(512) 892-1116 Ext. 0000
Capital of Texas Chem-Dry II	P.O.BOX 92105	AUSTIN	TX	78709	(512) 892-1116 Ext. 0000
Golden Chem-Dry VIII	P.O. BOX 7427	BEAUMONT	TX	77726	(409) 866-5700 Ext. 0000
Golden Chem-Dry VII	P.O. BOX 7427	BEAUMONT	TX	77726	(409) 866-5700 Ext. 0000
Golden Chem-Dry II	P.O. Box 7427	BEAUMONT	TX	77726	(409) 866-5700 Ext. 0000
Golden Chem-Dry VII	P.O. BOX 7427	BEAUMONT	TX	77726	(409) 866-5700 Ext. 0000
Golden Chem-Dry I	P.O. BOX 7427	BEAUMONT	TX	77726	(409) 866-5700 Ext. 0000
Golden Chem-Dry III	P.O. BOX	BEAUMONT,	TX	77726	(409) 866-5700 Ext. 0000
Golden Chem-Dry IV	P.O. BOX 7427	BEAUMONT,	TX	77726	(409) 866-5700 Ext. 0000
Golden Chem-Dry V	P.O. BOX 7427	BEAUMONT,	TX	77726	(409) 866-5700 Ext. 0000
Golden Chem-Dry VI	P.O. BOX	BEAUMONT,	TX	77726	(409) 866-5700 Ext. 0000
Clanton Chem-Dry	300 NE 2ND	BIG SPRING	TX	79720	(432) 263-8997 Ext. 0000
Colwell's Chem-Dry	1117 INDUSTRIAL BLVD	BRENHAM	TX	77833	(979) 277-9333 Ext. 0000
Colwell's Chem-Dry III	1117 INDUSTRIAL BLVD	BRENHAM	TX	77833	(979) 277-9333 Ext. 0000
Aggieland Chem-Dry	1117 INDUSTRIAL BLVD	BRENHAM	TX	77833	(979) 277-9333 Ext. 0000
Brownsville's Chem-Dry	6661 GEORGIA PINE	BROWNSVILLE	TX	78526	(956) 621-2982 Ext. 0000
Johnson County Chem-Dry	P.O. BOX 2063	CLEBURNE	TX	76033	(817) 558-3113 Ext. 0000
Chem-Dry of El Paso	PO Box 1489	Clint	TX	79836	(915) 209-2013 Ext. 0000
Chem-Dry of Brazos County III	5400 ELMO WEEDON RD.	COLLEGE STATION	TX	77845	(979) 776-9833 Ext. 0000
Chem-Dry of Brazos County	5400 ELMO WEEDON RD.	COLLEGE STATION	TX	77845	(979) 776-9833 Ext. 0000
Chem-Dry of Brazos County II	5400 ELMO WEEDON RD.	COLLEGE STATION	TX	77845	(979) 776-9833 Ext. 0000
Green Texas Chem-Dry	502 Birch Cluster Court	CONROE	TX	77301	(888) 652-0109 Ext. 0000
Kellogg's Chem-Dry II	1035 COUNTY ROAD 1110	COOPER	TX	75432-6914	(903) 395-4572 Ext. 0000
Kellogg's Chem-Dry	1035 COUNTY ROAD 1110	COOPER	TX	75432-6914	(903) 395-4572 Ext. 0000
A-abc Chem-Dry II	3767 FOREST LN. #124-465	DALLAS	TX	75244	(972) 490-1977 Ext. 0000
Neighborhood Chem-Dry	7310 La Manga Drive	Dallas	TX	75248	(469) 248-6388 Ext. 0000
A-abc Chem-Dry	3767 FOREST LN #124-465	DALLAS	TX	75244	(972) 490-1977 Ext. 0000
Cornerstone Chem-Dry V	11110 PETAL ST. SUITE 100	DALLAS	TX	75238	(972) 690-7272 Ext. 0000
A-abc Chem-Dry III	3767 FOREST LN, #124-465	DALLAS	TX	75244	(972) 490-1977 Ext. 0000
H 5 Chem-Dry	124 CARSON	DUMAS	TX	79029	(806) 935-5504 Ext. 0000
MarTito Chem-Dry	2993 TEHUACAN DRIVE	EAGLE PASS	TX	78852	(830) 776-1228 Ext. 0000

Copeland's Chem-Dry	5115 OCOTILLO	EL PASO	TX	79932	(915) 581-1387 Ext. 0000
A + Chem-Dry	7337 Desierto Luna	EL PASO	TX	79912	(915) 833-2411 Ext. 0000
Chem-Dry of Smith County	17261 CR 1100	FLINT	TX	75762	(903) 534-9900 Ext. 0000
Chem-Dry of Arlington	9628 SANTA PAULA DR.	FORT WORTH	TX	76116	(817) 560-9192 Ext. 0000
Lonestar Chem-Dry	3109 DURANGO RD.	FORT WORTH	TX	76116	(817) 737-2697 Ext. 0000
Citywide Chem-Dry II	6854 SHORECREST COURT	FORT WORTH	TX	76132	(817) 246-5506 Ext. 0000
Cowgirl Chem-Dry	PO BOX 16488	FORT WORTH	TX	76162	(817) 294-7557 Ext. 0000
Hughey's Chem-Dry II	211 King Ranch Court	FORT WORTH	TX	76108	(817) 375-0440 Ext. 0000
Hughey's Chem-Dry	211 King Ranch Court	FORT WORTH	TX	76108	(817) 375-0440 Ext. 0000
Tarrant County Chem-Dry	6387 B Camp Bowie Boulevard	FORT WORTH	TX	76116	(817) 999-5350 Ext. 0000
Hughey's Chem-Dry III	211 King Ranch Court	FORT WORTH	TX	76108	(817) 237-3467 Ext. 0000
Citywide Chem-Dry IV	6854 SHORECREST CT	FORT WORTH	TX	76132	(817) 246-5506 Ext. 0000
Chem-Dry by Dan Derby	211 KING RANCH COURT	FT WORTH	TX	76108	(817) 237-3467 Ext. 0000
Citywide Chem-Dry III	6854 SHORECREST COURT	FT. WORTH	TX	76132	(817) 246-5506 Ext. 0000
Cornerstone Chem-Dry	1821 Belt Line Road	Garland	TX	75044	(972) 690-7272 Ext. 0000
Cornerstone Chem-Dry III	1821 Belt Line Road	Garland	TX	75044	(972) 530-2219 Ext. 0000
Collin Creek Chem-Dry II	1821 Belt Line Road	Garland	TX	75044	(972) 517-7979 Ext. 0000
Cornerstone Chem-Dry II	1821 Belt Line Road	Garland	TX	75044	(972) 690-7272 Ext. 0000
Cornerstone Chem-Dry IV	1821 Belt Line Road	Garland	TX	75044	(972) 690-7272 Ext. 0000
Chem-Dry of Georgetown II	40216 INDUSTRIAL PARK CIR	GEORGETOWN	TX	78626	(512) 868-6722 Ext. 0000
Chem-Dry of Georgetown	40216 INDUSTRIAL PARK CIR	GEORGETOWN	TX	78626	(512) 868-6722 Ext. 0000
Chem-Dry of Georgetown III	40216 INDUSTRIAL PARK CIRCLE	GEORGETOWN	TX	78626	(512) 868-6722 Ext. 0000
Chem-Dry of Georgetown IV	40216 INDUSTRIAL PARK CIRCLE	GEORGETOWN	TX	78626	(512) 868-6722 Ext. 0000
Fiesta Chem-Dry	13330 WESTERN OAK DR STE 5	HELOTES	TX	78023-4118	(210) 695-9888 Ext. 0000
Chem-Dry of San Antonio	13330 WESTERN OAK DR STE 5	HELOTES	TX	78023-4118	(210) 695-9888 Ext. 0000
Chem-Dry of San Antonio II	13330 WESTERN OAK DR. STE 5	HELOTES	TX	78023	(830) 443-4571 Ext. 0000
United Chem-Dry	P.O. BOX 231911	HOUSTON	TX	77223	(713) 928-2680 Ext. 0000
Blue Ribbon Chem-Dry	5870 PARK VISTA CIRCLE SUITE 308	KELLER	TX	76248	(817) 283-6015 Ext. 0000
Blue Ribbon Chem-Dry II	5870 Park Vista Circle Suite 308	KELLER	TX	76248	(817) 558-1180 Ext. 0000
Hill Country Chem-Dry	1810 JUNCTION HWY STE 202	KERRVILLE	TX	78028	(830) 896-0108 Ext. 0000
Mockingbird Chem-Dry	1701 N 10TH	KILLEEN	TX	76541	(254) 680-3818 Ext. 0000
Bluebonnet Chem-Dry	540 LAKE VALLEY DRIVE	LA VERNIA	TX	78121	(830) 947-9944 Ext. 0000
Executive Chem-Dry	540 LAKE VALLEY DRIVE	LA VERNIA	TX	78121	(210) 568-9070 Ext. 0000
Chem-Dry by Joe	418 SOUTHERN OAKS DR	LAKE JACKSON	TX	77566	(979) 265-0368 Ext. 0000
Barnett's Chem-Dry	2130 MONTCLAIR LN.	LEWISVILLE	TX	75067	(972) 315-1839 Ext. 0000
Chem-Dry of Bexar County	11495 TOEPPERWEIN RD.	LIVE OAK	TX	78233	(210) 680-4891 Ext. 0000
JC's Chem-Dry	27010 Palo Duro Lane	MAGNOLIA	TX	77355	(281) 259-8195 Ext. 0000
JC's Chem-Dry II	27010 Palo Duro Lane	MAGNOLIA	TX	77355	(281) 259-8195 Ext. 0000
Chem-Dry of Midland-Odessa II	3910 BAYBROOK CT	MIDLAND	TX	79707	(432) 363-8500 Ext. 0000
Chem-Dry of Midland-Odessa	3910 Baybrook Ct	MIDLAND	TX	79707	(432) 363-8500 Ext. 0000
Chem-Dry of Midland-Odessa III	3910 BAYBROOK CT	MIDLAND	TX	79707	(432) 363-8500 Ext. 0000
Sharyland Chem-Dry	2706 San Eduardo	MISSION	TX	78572	(956) 377-0137 Ext. 0000
Chem-Dry of Nacogdoches/Angelina	10457 HWY 259 N.	NACOGDOCHES	TX	75965	(936) 569-0033 Ext. 0000
Chem-Dry of Nacogdoches/Angelina II	10457 HWY 259 N	NACOGDOCHES	TX	75965	(936) 632-5388 Ext. 0000
Chem-Dry by the Millers II	774 CAMBRIDGE DR.	NEW BRAUNFELS	TX	78132	(830) 379-3816 Ext. 0000
Chem-Dry by the Millers	774 CAMBRIDGE DR.	NEW BRAUNFELS	TX	78132	(830) 606-9200 Ext. 0000
Chem-Dry by the Millers III	774 CAMBRIDGE DR.	NEW BRAUNFELS	TX	78132	(210) 651-5109 Ext. 0000

CHEM-DRY BY THE MILLERS VI	774 CAMBRIDGE DR.	NEW BRAUNFELS	TX	78132	(512) 459-3816 Ext. 0000
Chem-Dry By The Millers IV	774 CAMBRIDGE DR.	NEW BRAUNFELS	TX	78132	(830) 606-9200 Ext. 0000
Chem-Dry by the Miller's V	774 CAMBRIDGE DR.	NEW BRAUNFELS	TX	78132	(830) 379-3816 Ext. 0000
Chem-Dry by the Millers VII	774 CAMBRIDGE DR.	NEW BRAUNFELS	TX	78132	(830) 606-9200 Ext. 0000
Chem-Dry by the Millers VIII	774 CAMBRIDGE DR.	NEW BRAUNFELS	TX	78132	(830) 606-9200 Ext. 0000
Chem-Dry Makes Scents	204 FIELD ST.	PALESTINE	TX	75801	(903) 723-7503 Ext. 0000
Top of Texas Chem-Dry	721 WILKS ST	PAMPA	TX	79065	(806) 665-0169 Ext. 0000
A-mazing Chem-Dry II	4807 WATER OAK DR	PASADENA	TX	77505	(281) 488-6595 Ext. 0000
Chem-Dry of Plainview	1407 EBELING DR	PLAINVIEW	TX	79072	(806) 296-5415 Ext. 0000
Chem-Dry of Dallas	8025 Ohio Drive, #2107	PLANO	TX	75024	(972) 418-8670 Ext. 0000
Chem-Dry of North Dallas	9720 Coit Road, Ste. 220-224	PLANO	TX	75025	(214) 494-6404 Ext. 0000
Chem-Dry of Denton	8025 Ohio Drive, #2107	PLANO	TX	75024	(405) 816-9520 Ext. 0000
Chem-Dry of North Dallas II	9720 Coit Road, Ste. 220-224	PLANO	TX	75025	(214) 494-6404 Ext. 0000
Chem-Dry of Prosper	401 WILLOW RUN	PROSPER	TX	75078	(972) 989-5516 Ext. 0000
Chem-Dry By Sara II	140 LASSETTER DR	RED OAK	TX	75154-5112	(972) 617-8825 Ext. 0000
Chem-Dry by Sara	140 LASSETTER DR	RED OAK	TX	75154-5112	(866) 529-2716 Ext. 0000
Chem-Dry of Fort Bend	PO BOX 1311	RICHMOND	TX	77406	(281) 342-4165 Ext. 0000
Diamond Chem-Dry	2623 COUNTRY PLACE	RICHMOND	TX	77406	(281) 342-9767 Ext. 0000
American Chem-Dry By Mark Schmidt II	PO BOX 452	ROUND ROCK	TX	78680-0452	(512) 255-5600 Ext. 0000
American Chem-Dry by Mark Schmidt	PO BOX 452	ROUND ROCK	TX	78680-0452	(512) 255-5600 Ext. 0000
American Chem-Dry by Mark Schmidt III	P.O. BOX 452	ROUND ROCK	TX	78680-0452	(830) 693-2288 Ext. 0000
Chem-Dry of San Angelo	1624 NORTH ST	SAN ANGELO	TX	76901	(325) 658-1887 Ext. 0000
Anna's Chem-Dry	8452 FREDRICKSBURG RD. #343	SAN ANTONIO	TX	78229	(210) 690-8876 Ext. 0000
Anna's Chem-Dry II	8452 FREDRICKSBURG RD. #343	SAN ANTONIO	TX	78229	(210) 690-8876 Ext. 0000
Admiral Chem-Dry	5025 TIMBERHILL #105	SAN ANTONIO	TX	78238	(210) 520-0210 Ext. 0000
Chem-Dry of Sherman-Denison	2308 W. Houston Street	Sherman	TX	75092	(903) 893-4898 Ext. 0000
South Plains Chem-Dry	PO BOX 536	SLATON	TX	79364	(806) 741-1569 Ext. 0000
Power Chem-Dry	1535 SPRING HILLS DR	SPRING	TX	77386-5100	(281) 350-4644 Ext. 0000
Power Chem-Dry II	1535 SPRING HILLS DR	SPRING	TX	77386-5100	(936) 441-4644 Ext. 0000
Chem-Dry of Texarkana	PO BOX 5305	TEXARKANA	TX	75505	(903) 838-9748 Ext. 0000
Chem-Dry of Victoria	113 YUCCA	VICTORIA	TX	77904	(361) 573-4432 Ext. 0000
Heart of Texas Chem-Dry II	P.O. BOX 23614	WACO	TX	76702	(254) 666-5128 Ext. 0000
Heart of Texas Chem-Dry	PO BOX 23614	WACO	TX	76702	(254) 666-5128 Ext. 0000
Charlie's Chem-Dry	313 SANCHEZ COURT	WEATHERFORD	TX	76088	(817) 244-1777 Ext. 0000
Country Pride Chem-Dry	313 SANCHEZ COURT	WEATHERFORD	TX	76088	(817) 596-4420 Ext. 0000
Country Pride Chem-Dry II	313 SANCHEZ CT.	WEATHERFORD	TX	76088	(817) 596-4420 Ext. 0000
A-mazing Chem-Dry	15502 GALVESTON RD SUITE 122	WEBSTER	TX	77598	(281) 488-6595 Ext. 0000
A-mazing Chem-Dry III	15502 HIGHWAY 3 SUITE 122	WEBSTER	TX	77598	(281) 488-6595 Ext. 0000
Chem-Dry of Longview	1409 South Lake Harris Road, Ste. 1003	WHITE OAK	TX	75693	(903) 759-4717 Ext. 0000
Chem-Dry of Tyler	1409 South Lake Harris Road, Suite 1003	WHITE OAK	TX	75693	(903) 253-0850 Ext. 0000
<b>UTAH FRANCHISES</b>					
Advantage Chem-Dry II	1164 West 850 North	CENTERVILLE	UT	84014	(801) 451-0642 Ext. 0000
Advantage Chem-Dry	1164 West 850 North	CENTERVILLE	UT	84014	(801) 451-0642 Ext. 0000
Mr Chem-Dry I	1164 W 850 N	CENTERVILLE	UT	84014	(801) 298-8125 Ext. 0000
Mr. Chem-Dry V	1164 W. 850 N.	CENTERVILLE	UT	84014	(801) 298-8125 Ext. 0000
Mr Chem-Dry II	1164 WEST 850 NORTH	CENTERVILLE	UT	84014	(801) 298-8125 Ext. 0000
Mr. Chem-Dry IV	1164 WEST 850 NORTH	CENTERVILLE	UT	84014	(801) 298-8125 Ext. 0000

Mr. Chem-Dry VII	1164 W. 850 N.	CENTERVILLE	UT	84014	(801) 298-8125 Ext. 0000
Mr. Chem-Dry VI	1164 W. 850 N.	CENTERVILLE	UT	84014	(801) 298-8125 Ext. 0000
Chem-Dry Carpet Medic	60 North 200 West	CENTRAL VALLEY	UT	84754	(435) 896-9595 Ext. 0000
Chem-Dry by the Lake	13610 SOUTH VESTRY ROAD	DRAPER	UT	84020	(801) 523-8878 Ext. 0000
Bart's Chem-Dry	13659 S. Hansomcab Way	HERRIMAN	UT	84096	(801) 571-9853 Ext. 0000
Stevens Family Chem-Dry II	1425 South 50 West	Kaysville	UT	84037	(801) 896-9790 Ext. 0000
Stevens Family Chem-Dry	1425 South 50 West	Kaysville	UT	84037	(801) 896-3790 Ext. 0000
Cottonwood Chem-Dry	2837 EAST 1975 NORTH	LAYTON	UT	84040	(801) 662-9867 Ext. 0000
Intermountain Chem-Dry	816 South 1660 West	LEHI	UT	84043	(801) 565-9556 Ext. 0000
Intermountain Chem-Dry II	816 S. 1660 W.	LEHI	UT	84043	(801) 362-8844 Ext. 0000
Elite Chem-Dry	1004 Tuscany View Road, #1101	MIDVALE	UT	84047	(801) 694-5149 Ext. 0000
Precision Chem-Dry	4531 Damsel Drive, #C	MURRAY	UT	84107	(801) 266-8150 Ext. 0000
Precision Chem-Dry II	4531 DAMSEL DRIVE, #C	MURRAY	UT	84107	(801) 266-8150 Ext. 0000
A-1 All American Chem-Dry	2075 S. 4700 W.	OGDEN	UT	84401	(801) 985-3121 Ext. 0000
A-1 All American Chem-Dry II	2075 S. 4700 W.	OGDEN	UT	84401	(801) 985-3121 Ext. 0000
Chem-Dry of Park City	1776 Park Avenue, #4-336	PARK CITY	UT	84060	(435) 649-0400 Ext. 0000
B & R Chem-Dry	3927 DEERHORN DR	RIVERTON	UT	84065	(801) 254-0317 Ext. 0000
D & J'S Family Chem-Dry	ROUTE 2 BOX 2628	ROOSEVELT	UT	84066	(435) 722-9203 Ext. 0000
Star Chem-Dry	1112 RANGE ROAD	SALT LAKE CITY	UT	84117	(801) 229-2000 Ext. 0000
Chem-Dry of Utah	1112 RANGE ROAD	SALT LAKE CITY	UT	84117	(801) 229-2000 Ext. 0000
Certified Chem-Dry II	1112 RANGE ROAD	SALT LAKE CITY	UT	84117	(801) 229-2000 Ext. 0000
Certified Chem-Dry	1112 RANGE ROAD	SALT LAKE CITY	UT	84117	(801) 266-1149 Ext. 0000
Certified Chem-Dry III	1112 RANGE ROAD	SALT LAKE CITY	UT	84117	(801) 229-2000 Ext. 0000
Certified Chem-Dry IV	1112 RANGE RD	SALT LAKE CITY	UT	84117	(801) 229-2000 Ext. 0000
Qualls HomePride Chem-Dry	3224 CHATEAU VIEW CIR	SOUTH JORDAN	UT	84095	(801) 255-6919 Ext. 0000
Qualls Chem-Dry	3224 CHATEAU VIEW CIR	SOUTH JORDAN	UT	84095-3359	(801) 255-6919 Ext. 0000
Snyder's Chem-Dry	387 NORTH 200 WEST	SPANISH FORK	UT	84660	(801) 798-2882 Ext. 0000
Larson's Chem-Dry	2771 W. 2125 S.	SYRACUSE	UT	84075	(801) 254-1633 Ext. 0000
Larson's Chem-Dry II	2771 W. 2125 S.	SYRACUSE	UT	84075	(801) 254-1633 Ext. 0000
Pyne's Chem-Dry	41 W 400 NORTH	TOOELE	UT	84074	(435) 882-1601 Ext. 0000
Quality Touch Chem-Dry II	2353 S. SANDIA ROAD	WASHINGTON	UT	84780	(435) 628-3540 Ext. 0000
Quality Touch Chem-Dry	2353 S. SANDIA ROAD	WASHINGTON	UT	84780	(435) 867-1499 Ext. 0000
Quality Touch Chem-Dry IV	2353 S. SANDIA ROAD	WASHINGTON	UT	84780	(435) 628-3540 Ext. 0000
Northern Utah Chem-Dry	P O BOX 135	WELLSVILLE	UT	84339	(435) 752-6100 Ext. 0000
Northern Utah Chem-Dry II	PO BOX 135	WELLSVILLE	UT	84339	(435) 752-6100 Ext. 0000
<b>VIRGINIA FRANCHISES</b>					
Chem-Dry of Arlington & Alexandria	1200 N HENRY ST STE J	ALEXANDRIA	VA	22314-1396	(703) 519-4545 Ext. 0000
Chem-Dry of Arlington & Alexandria II	1200 N HENRY ST STE J	ALEXANDRIA	VA	22314-1396	(703) 519-4545 Ext. 0000
Chem-Dry of Prince William	12503 Maiden Creek Court	BRISTOW	VA	20136	(703) 680-1212 Ext. 0000
Barr Chem-Dry	12503 MAIDEN CREEK CT	BRISTOW	VA	20136	(703) 680-1212 Ext. 0000
Metro Chem-Dry	PO BOX 223014	CHANTILLY	VA	20153-3014	(703) 378-2222 Ext. 0000
Alpine Chem-Dry	PO BOX 222942	CHANTILLY	VA	20153-2942	(703) 817-0141 Ext. 0000
Checkers Chem-Dry	PO BOX 171	CHARLOTTESVILLE	VA	22902	(434) 979-9274 Ext. 0000
Tidewater Chem-Dry II	524 Longdale Crescent	CHESAPEAKE	VA	23325-0193	(757) 424-3618 Ext. 0000
Tidewater Chem-Dry	524 LONGDALE CRESCENT	CHESAPEAKE	VA	23325	(757) 424-3618 Ext. 0000
Patriot Chem-Dry	524 Longdale Crescent	CHESAPEAKE	VA	23325	(757) 874-5560 Ext. 0000
Gregory Chem-Dry	100 PINECLIFFE DRIVE	COLONIAL HEIGHTS	VA	23834	(804) 690-1247 Ext. 0000

Kayleen Chem-Dry II	PO BOX 153	CROZET	VA	22932	(434) 823-2273 Ext. 0000
Kayleen Chem-Dry	PO BOX 153	CROZET	VA	22932	(434) 566-9894 Ext. 0000
Chem-Dry of Northern Virginia	5609 SANDY LEWIS DR STE G	FAIRFAX	VA	22032-4043	(703) 323-1041 Ext. 0000
Chem-Dry of Northern Virginia II	5609 SANDY LEWIS DR STE G	FAIRFAX	VA	22032-4043	(703) 524-6359 Ext. 0000
Classic Chem-Dry II	6312 SEVEN CORNER CTR #224	FALLS CHURCH	VA	22044	(703) 953-6645 Ext. 0000
Classic Chem-Dry	6312 SEVEN CORNER CTR #224	FALLS CHURCH	VA	22044	(703) 953-6645 Ext. 0000
Absolute Chem-Dry	2500 BUILD AMERICA DR.	HAMPTON	VA	23666	(757) 826-0761 Ext. 0000
Absolute Chem-Dry II	2500 BUILD AMERICA DR.	HAMPTON	VA	23666	(757) 356-0403 Ext. 0000
Chem-Dry of Spotsylvania	2714 TANAGER RD	HENRICO	VA	23228	(540) 373-2030 Ext. 0000
Chem-Dry of Fredricksburg	2714 TANAGER ROAD	HENRICO	VA	23228	(540) 373-2030 Ext. 0000
Chem-Dry of Spotsylvania IV	2714 TANAGER RD	HENRICO	VA	23228	(540) 373-2030 Ext. 0000
Chem-Dry of Spotsylvania III	2714 TANAGER ROAD	HENRICO	VA	23228	(540) 373-2030 Ext. 0000
Chem-Dry of the Northern Neck	PO BOX 143	LIVELY	VA	22507	(804) 435-1055 Ext. 0000
Cardinal Chem-Dry VII	7523 MOORE HOUSE CT	MANASSAS	VA	20111	(703) 451-9086 Ext. 0000
Cardinal Chem-Dry X	7523 MOORE HOUSE CT	MANASSAS	VA	20111	(703) 451-9086 Ext. 0000
Cardinal Chem-Dry	7523 MOORE HOUSE CT	MANASSAS	VA	20111	(703) 451-9086 Ext. 0000
Cardinal Chem-Dry II	7523 MOORE HOUSE CT	MANASSAS	VA	20111	(703) 451-9086 Ext. 0000
Cardinal Chem-Dry V	7523 MOORE HOUSE CT	MANASSAS	VA	20111	(703) 451-9086 Ext. 0000
Steven's Chem-Dry III	8487 Euclid Ave., #7	MANASSAS	VA	20111	(703) 393-8450 Ext. 0000
Cardinal Chem-Dry VIII	7523 MOORE HOUSE CT	MANASSAS	VA	20111	(703) 368-5658 Ext. 0000
Steven's Chem-Dry IV	8487 Euclid Ave., #7	MANASSAS	VA	20111-5213	(703) 393-8450 Ext. 0000
Cardinal Chem-Dry IX	7523 MOORE HOUSE CT.	MANASSAS	VA	20111	(703) 368-5658 Ext. 0000
Stevens Chem-Dry V	9021 WHISPERING PINE CT	MANASSAS	VA	20110	(703) 393-8450 Ext. 0000
Cardinal Chem-Dry VI	7523 MOORE HOUSE CT	MANASSAS	VA	20111	(703) 451-9086 Ext. 0000
Chem-Dry of Henrico	10451 CHAMBERLAYNE RD.	MECHANICSVILLE	VA	23116	(804) 569-9501 Ext. 0000
Heritage Chem-Dry	9334 Falcon Dr	Mechanicsville	VA	23116	(804) 264-2920 Ext. 0000
A-Plus Chem-Dry	PO BOX 4717	Midlothian	VA	23112	(804) 639-2131 Ext. 0000
Quality Chem-Dry of Virginia	16 DWIGHT RD	NEWPORT NEWS	VA	23601-2022	(757) 877-0648 Ext. 0000
Southside Chem-Dry	9517 8TH BAY STREET	NORFOLK	VA	23518	(757) 471-0087 Ext. 0000
Chem-Dry of Goochland & Powhatan	2369 STAPLES MILL RD STE G3	RICHMOND	VA	23230	(804) 730-2360 Ext. 0000
Heritage Chem-Dry II	2369 STAPLES MILL RD STE G3	RICHMOND	VA	23230	(804) 733-7707 Ext. 0000
Daves Chem-Dry	2724 Highland Rd	ROANOKE	VA	24014	(540) 427-3937 Ext. 0000
Green Dog Chem-Dry III	2361 B GREYSTONE CT.	ROCKVILLE	VA	23146	(757) 216-2090 Ext. 0000
Chem-Dry of Williamsburg	2361 B GREYSTONE CT.	ROCKVILLE	VA	23146	(757) 220-9020 Ext. 0000
Chem-Dry of Richmond	2361 B GREYSTONE CT.	ROCKVILLE	VA	23146	(804) 620-3050 Ext. 0000
Chem-Dry of Richmond II	2361 B GREYSTONE CT.	ROCKVILLE	VA	23146	(804) 620-3050 Ext. 0000
Green Dog Chem-Dry II	2361 B GREYSTONE CT.	ROCKVILLE	VA	23146	(757) 216-2090 Ext. 0000
Green Dog Chem-Dry	2361 B GREYSTONE CT.	ROCKVILLE	VA	23146	(757) 216-2090 Ext. 0000
Chem-Dry of Williamsburg II	2361 GREYSTONE CT #B	ROCKVILLE	VA	23146	(757) 220-9020 Ext. 0000
Hill City Chem-Dry	5064 REDHOUSE RD	RUSTBURG	VA	24588	(434) 528-4977 Ext. 0000
Allegiance Chem-Dry	23531 SCHOOL HOUSE RD	RUTHER GLEN	VA	22546	(540) 899-8911 Ext. 0000
Allegiance Chem-Dry II	23531 SCHOOL HOUSE RD	RUTHER GLEN	VA	22546	(804) 448-4868 Ext. 0000
CHEM DRY OF ROANOKE & BLACKBURG	2025 B WEST MAIN STREET	SALEM	VA	24153	(540) 375-6625 Ext. 0000
Chem-Dry of Roanoke & Blacksburg II	2025 B WEST MAIN STREET	SALEM	VA	24153	(540) 951-2423 Ext. 0000
Chem-Dry by Choice	2025 B WEST MAIN ST	SALEM	VA	24153	(540) 375-6625 Ext. 0000
Chem-Dry of Stafford	4 Willow Glen Ct.	STAFFORD	VA	22554	(540) 288-4555 Ext. 0000
Chem-Dry of McLean	1011 SPAIN DRIVE	STAFFORD	VA	22554	(703) 652-6099 Ext. 0000



HONOR CHEM-DRY	20 NIDAY DR.	STAFFORD	VA	22556	(571) 989-3039 Ext. 0000
Chem-Dry of Suffolk	3132 CAROLINA RD.	SUFFOLK	VA	23434	(757) 934-1000 Ext. 0000
Chem-Dry of Suffolk II	3132 CAROLINA ROAD	SUFFOLK	VA	23434	(757) 934-1000 Ext. 0000
Oceanfront Chem-Dry	2984 S. LYNNHAVEN RD STE #107	VIRGINIA BEACH	VA	23452	(757) 498-3439 Ext. 0000
Brothers Chem-Dry	2984 S. LYNNHAVEN RD. #107	VIRGINIA BEACH	VA	23452	(757) 486-5746 Ext. 0000
Southside Chem-Dry II	2067 TAZWELL RD.	VIRGINIA BEACH	VA	23455	(757) 471-0087 Ext. 0000
Battlefield Chem-Dry	9665 OLD FOXVILLE RD	WARRENTON	VA	20186	(703) 330-0052 Ext. 0000
Chem-Dry of Warrenton	9665 OLD FOXVILLE ROAD	WARRENTON	VA	20186	(703) 330-0052 Ext. 0000
Micheal's Chem-Dry	324 TURK MTN LN	WAYNESBORO	VA	22980	(540) 910-0448 Ext. 0000
All Clean Chem-Dry	PO BOX 1338	WINCHESTER	VA	22604	(540) 535-1200 Ext. 0000
All Clean Chem-Dry II	PO BOX 1338	WINCHESTER	VA	22604	(540) 535-1200 Ext. 0000
Chem-Dry of Prince William II	2873 P.S. BUSINESS CENTER	WOODBIDGE	VA	22192	(703) 680-1212 Ext. 0000
S & J Chem-Dry	400 H COMMERCE CIRCLE	YORKTOWN	VA	23693	(757) 873-4919 Ext. 0000
Old Dominion Chem-Dry	602 DANDY LOOP ROAD	YORKTOWN	VA	23692	(757) 872-6098 Ext. 0000
<b>VERMONT FRANCHISES</b>					
Chem-Dry of the Eastern Slopes	#6778 RT 4	MENDON	VT	05701	(802) 775-4195 Ext. 0000
Chem-Dry of Rutland/Killington	#6778 RT 4	MENDON	VT	05701	(802) 775-4195 Ext. 0000
<b>WASHINGTON FRANCHISES</b>					
John's Chem-Dry of Whatcom County II	PO BOX 30978	BELLINGHAM	WA	98228-2978	(360) 733-8363 Ext. 0000
John's Chem-Dry of Whatcom County	PO BOX 30978	BELLINGHAM	WA	98228	(360) 734-3551 Ext. 0000
Five Star Chem-Dry II	19218 FILBERT ROAD	BOTHELL	WA	98021	(206) 932-6656 Ext. 0000
Five Star Chem-Dry	19218 FILBERT RD	BOTHELL	WA	98012	(425) 778-4195 Ext. 0000
Carolyn's Careful Chem-Dry CC	13922 6TH AVE SW	BURIEN	WA	98166	(206) 439-9417 Ext. 0000
Cascade Chem-Dry	7701 HARDESON ROAD UNIT 71	EVERETT	WA	98203	(425) 775-6094 Ext. 0000
All Clean Chem-Dry	Post Office Box 869	Graham	WA	98338	(253) 840-1240 Ext. 0000
Morgan's Chem-Dry II	19529 61ST AVE NE	KENMORE	WA	98028	(425) 485-9411 Ext. 0000
Empire Chem-Dry	21328 SE 284TH ST	KENT	WA	98042-8541	(253) 630-4913 Ext. 0000
EMPIRE CHEM-DRY VIII	21328 SE 284TH STREET	KENT	WA	98042	(888) 330-4913 Ext. 0000
EMPIRE CHEM-DRY VI	21328 SE 284TH ST	KENT	WA	98042-8541	(888) 330-4913 Ext. 0000
Chem-Dry Tri-Cities	21328 SE 284TH ST	KENT	WA	98042	(509) 544-8488 Ext. 0000
Empire Chem-Dry III	21328 SE 284TH ST	KENT	WA	98042-8541	(888) 330-4913 Ext. 0000
Empire Chem-Dry IV	21328 SE 284TH ST	KENT	WA	98042-8541	(253) 630-4913 Ext. 0000
Empire Chem-Dry V	21328 SE 284th Street	Kent	WA	98042	(888) 330-4913 Ext. 0000
EMPIRE CHEM-DRY VII	21328 SE 284TH ST	KENT	WA	98042-8541	(888) 330-4913 Ext. 0000
Century Chem-Dry	PO BOX 39245	LAKEWOOD	WA	98496	(253) 572-2901 Ext. 0000
C & D Chem-Dry	17130 CHUMSTICK HWY	LEAVENWORTH	WA	98826	(509) 664-6800 Ext. 0000
Columbia Chem-Dry	933 SOUTH NEVADA DRIVE	LONGVIEW	WA	98632	(360) 423-5754 Ext. 0000
Evergreen Chem-Dry	P.O. BOX 2036	LYNNWOOD	WA	98036-2036	(425) 775-0368 Ext. 0000
Chem-Dry Four Seasons	P.O. BOX 841	LYNNWOOD	WA	98046	(425) 778-2141 Ext. 0000
Meridian Chem-Dry	PO BOX 1327	MILTON	WA	98354	(360) 377-6969 Ext. 0000
Meridian Chem-Dry II	PO BOX 1327	MILTON	WA	98354	(253) 838-3870 Ext. 0000
Meridian Chem-Dry XVIII	P.O. BOX 1327	MILTON	WA	98354	(253) 426-1437 Ext. 0000
Meridian Chem-Dry IV	P.O. BOX 1327	MILTON	WA	98354	(360) 598-4423 Ext. 0000
Meridian Chem-Dry XVI	PO BOX 1327	MILTON	WA	98354	(253) 565-2558 Ext. 0000
Meridian Chem-Dry V	P.O. BOX 1327	MILTON	WA	98354	(360) 377-6969 Ext. 0000
MERIDIAN CHEM-DRY XIX	POST OFFICE BOX 1329	MILTON	WA	98354	(425) 413-2828 Ext. 0000
MERIDIAN CHEM-DRY XX	POST OFFICE BOX 1329	MILTON	WA	98354	(425) 413-2828 Ext. 0000

Meridian Chem-Dry VI	P.O. BOX 1327	MILTON	WA	98354	(360) 876-7409 Ext. 0000
Chem-Dry on the Plateau	P.O. BOX 1327	MILTON	WA	98354	(425) 369-9751 Ext. 0000
Meridian Chem-Dry XII	P.O. BOX 1327	MILTON	WA	98354	(253) 630-0585 Ext. 0000
Meridian Chem-Dry XIV	P.O. BOX 1327	MILTON	WA	98354	(360) 352-1155 Ext. 0000
Meridian Chem-Dry XVII	P.O. BOX 1327	MILTON	WA	98354	(253) 927-4496 Ext. 0000
Meridian Chem-Dry VIII	P.O. BOX 1327	MILTON	WA	98354	(206) 842-7144 Ext. 0000
Chem-Dry Select	P O BOX 621	MOUNT VERNON	WA	98273	(888) 629-6429 Ext. 0000
Chem-Dry of Mount Vernon	P O BOX 621	MT VERNON	WA	98273	(360) 428-1880 Ext. 0000
Chem-Dry of Bellingham	PO BOX 621	MT VERNON	WA	98273	(360) 383-0100 Ext. 0000
Chem-Dry of Skagit County	PO BOX 621	MT. VERNON	WA	98273	(360) 428-1880 Ext. 0000
Chem-Dry of Bellevue II	4204 RUSSELL ROAD SUITE K	MUKILTEO	WA	98275	(800) 734-7709 Ext. 0000
Chem-Dry of Bellevue IV	4204 Russell Road, Suite K	MUKILTEO	WA	98275	(425) 742-1929 Ext. 0000
Chem-Dry of Bellevue III	4204 RUSSELL ROAD SUITE K	MUKILTEO	WA	98275	(800) 734-7709 Ext. 0000
Chem-Dry of Bellevue VI	4204 RUSSELL ROAD SUITE K	MUKILTEO	WA	98275	(425) 823-4396 Ext. 0000
Chem-Dry of Bellevue VIII	4204 RUSSELL ROAD SUITE K	MUKILTEO	WA	98275	(425) 823-4396 Ext. 0000
Chem-Dry of Bellevue	4204 RUSSELL ROAD SUITE K	MUKILTEO	WA	98275	(800) 734-7709 Ext. 0000
CHEM-DRY OF BELLEVUE VII	4204 RUSSELL ROAD SUITE K	MUKILTEO	WA	98275	(800) 734-7709 Ext. 0000
CHEM-DRY OF BELLEVUE IX	4204 RUSSELL ROAD SUITE K	MUKILTEO	WA	98275	(800) 734-7709 Ext. 0000
Chem-Dry of Bellevue V	4204 RUSSELL ROAD SUTIE K	MUKILTEO	WA	98275	(800) 734-7709 Ext. 0000
Island Chem-Dry	P.O. BOX 636	OAK HARBOR	WA	98277	(360) 221-2889 Ext. 0000
TNT Chem-Dry	151608 W. North River Road	Prosser	WA	99350	(509) 643-3422
Chem-Dry Express	14919 80TH AVENUE CT E	PUYALLUP	WA	98375-8424	(360) 754-4605 Ext. 0000
Aabracadabra Chem-Dry	17422 93RD AVE E	PUYALLUP	WA	98375	(253) 446-7071 Ext. 0000
Aabracadabra Chem-Dry II	17422 93RD AVE E	PUYALLUP	WA	98375	(253) 446-7071 Ext. 0000
Chem-Dry Express II	14919 80TH AVE CT E	PUYALLUP	WA	98375	(360) 754-4605 Ext. 0000
Chem-Dry Express III	14919 80TH AVE CT E	PUYALLUP	WA	98375	(360) 754-4605 Ext. 0000
Chem-Dry Express IV	14919 80TH AVE CT E	PUYALLUP	WA	98375	(360) 754-4605 Ext. 0000
Dander & Daughters Chem-Dry	6350 6TH AVE SO.	SEATTLE	WA	98108	(206) 789-1133 Ext. 0000
Edgewater Chem-Dry	10000 GREENWOOD AVE N.	SEATTLE	WA	98133	(206) 783-1003 Ext. 0000
Dander & Daughters Chem-Dry II	P.O. BOX 33359	SEATTLE	WA	98133-0359	(206) 935-3285 Ext. 0000
Chem-Dry of Seattle	10000 GREENWOOD AVE N.	SEATTLE	WA	98133	(206) 783-1003 Ext. 0000
Pacific Crest Chem-Dry	14413 NE 10TH AVE STE B111	VANCOUVER	WA	98685-1737	(360) 834-3319 Ext. 0000
Chem-Dry of Spokane	909 3rd ST SOUTH	NAMPA	ID	83651	(509) 484-3333 Ext. 0000
Chem-Dry of Spokane II	714 WHISPERWOOD CT	NAMPA	ID	83686	(509) 484-3333 Ext. 0000
Chem-Dry of Spokane III	714 WHISPERWOOD CT	NAMPA	ID	83686	(509) 484-3333 Ext. 0000
Chem-Dry of Spokane IV	714 WHISPERWOOD CT	NAMPA	ID	83686	(509) 484-3333 Ext. 0000
Chem-Dry of Spokane V	714 WHISPERWOOD CT	NAMPA	ID	83686	(509) 755-1218 Ext. 0000
Chem-Dry of Spokane VI	714 WHISPERWOOD CT	NAMPA	ID	83686	(509) 755-1218 Ext. 0000
Chem-Dry of Spokane VII	714 WHISPERWOOD CT	NAMPA	ID	83686	(509) 755-1218 Ext. 0000
Chem-Dry of Spokane VIII	714 WHISPERWOOD CT	NAMPA	ID	83686	(509) 484-3333 Ext. 0000
<b>WISCONSIN FRANCHISES</b>					
Champion Chem-Dry II	380 N ELMRIDGE AVE	BROOKFIELD	WI	53005	(262) 250-0900 Ext. 0000
Champion Chem-Dry III	380 N ELMRIDGE AVE	BROOKFIELD	WI	53005	(262) 250-0900 Ext. 0000
Champion Chem-Dry	380 N ELMRIDGE AVE	BROOKFIELD	WI	53005	(414) 545-7900 Ext. 0000
Champion Chem-Dry IV	380 N ELMRIDGE AVE	BROOKFIELD	WI	53005	(262) 250-0900 Ext. 0000
First Class Chem-Dry	N6779 SPRINGBROOK ROAD	CECIL	WI	54111	(715) 526-3127 Ext. 0000
Chem-Dry of Eau Claire	6451 KESTREL ROAD	EAU CLAIRE	WI	54701-8895	(715) 835-7710 Ext. 0000

Chem-Dry of Fond Du Lac	W2250 EVERGREEN LANE	EDEN	WI	53019	(920) 922-7080 Ext. 0000
Nature's Way Chem-Dry	3835 WEST LAKEVIEW DR.	FRANKLIN	WI	53132	(262) 995-3249 Ext. 0000
Nature's Way Chem-Dry II	3835 WEST LAKEVIEW DR	FRANKLIN	WI	53132	(262) 995-3249 Ext. 0000
AJ Chem-Dry of Green Bay	1686 FOREST GLEN DRIVE	GREEN BAY	WI	54304	(920) 498-9666 Ext. 0000
Abra Chem-Dry	1977 KANE LANE	GREEN BAY	WI	54311	(920) 465-9047 Ext. 0000
Abra Chem-Dry II	1977 KANE LANE	GREEN BAY	WI	54311	(920) 465-9047 Ext. 0000
Heart of the Valley Chem-Dry	2205 KAVANAUGH ROAD	KAUKAUNA	WI	54130	(920) 766-2992 Ext. 0000
Heart of the Valley Chem-Dry II	2205 KAVANAUGH ROAD	KAUKAUNA	WI	54130	(920) 766-2992 Ext. 0000
Chem-Dry of Madison	6330 COPPS AVE	MADISON	WI	53716	(608) 271-5900 Ext. 0000
Chem-Dry of Dane County	2782 Waubesa Ave.	MADISON	WI	53711	(608) 516-1872 Ext. 0000
Chem-Dry of Southern Wisconsin II	4231 ARGOSY CT	MADISON	WI	53714	(608) 355-5050 Ext. 0000
Chem-Dry of Appleton & Oshkosh III	1313 RACINE RD	MENASHA	WI	54952	(920) 739-5757 Ext. 0000
Chem-Dry of Appleton & Oshkosh	1313 RACINE RD	MENASHA	WI	54952	(920) 739-5757 Ext. 0000
Chem-Dry of Appleton & Oshkosh II	1313 RACINE RD	MENASHA	WI	54952	(920) 426-5757 Ext. 0000
Chem-Dry of Appleton & Oshkosh IV	1313 RACINE RD	MENASHA	WI	54952	(920) 739-5757 Ext. 0000
Kayler's Chem-Dry	444 E. 7TH ST.	NEW RICHMOND	WI	54017	(715) 246-0033 Ext. 0000
Chem-Dry of La Crosse	P.O. BOX 146	ONALASKA	WI	54650-0146	(608) 788-6000 Ext. 0000
Chem-Dry of La Crosse III	P.O. BOX 146	ONALASKA	WI	54650-0146	(608) 788-6000 Ext. 0000
Chem-Dry of La Crosse IV	P.O. BOX 146	ONALASKA	WI	54650	(608) 269-9458 Ext. 0000
Grota's Chem-Dry	3397 CRYER LN	OSHKOSH	WI	54904	(920) 252-5646 Ext. 0000
Carnation Chem-Dry Middleton	E9919A 2ND STREET	PRAIRIE DU SAC	WI	53578	(608) 827-5454 Ext. 0000
Lakeshore Chem-Dry	W2280 CRESTVIEW LANE	SHEBOYGAN	WI	53083	(920) 467-1600 Ext. 0000
Chem-Dry of Central Wisconsin	1117 WISCONSIN STREET	STEVENS POINT	WI	54481	(715) 845-6273 Ext. 0000
Mid-State Chem-Dry	1117 WISCONSIN STREET	STEVENS POINT	WI	54481	(715) 341-4010 Ext. 0000
Nature's Way Chem-Dry III	4330 CONIFER COURT	UNION GROVE	WI	53182	(262) 995-3249 Ext. 0000
Nature's Way Chem-Dry IV	4330 CONIFER COURT	UNION GROVE	WI	53182	(262) 995-3249 Ext. 0000
Crew2 Chem-Dry	2650 MINNEHAHA AVE	MINNEAPOLIS	MN	55406	(877) 276-1777 Ext. 0000
<b>WEST VIRGINIA FRANCHISES</b>					
Reliable Chem-Dry	327 NEVILLE ST.	BECKLEY	WV	25801	(681) 238-5431 Ext. 0000
RELIABLE CHEM-DRY II	327 NEVILLE ST.	BECKLEY	WV	25801	(681) 238-5431 Ext. 0000
Reliable Chem-Dry III	327 NEVILLE ST.	BECKLEY	WV	25801	(681) 238-5431 Ext. 0000
Chem-Dry of West Virginia II	PO BOX 1207	BUCKHANNON	WV	26201	(304) 622-9669 Ext. 0000
Chem-Dry of West Virginia	PO BOX 1207	BUCKHANNON	WV	26201	(304) 472-4083 Ext. 0000
Chem-Dry of West Virginia III	PO BOX 1207	BUCKHANNON	WV	26201	(304) 366-6131 Ext. 0000
Kanawha County Chem-Dry	2 DONAHUE CIRCLE	CULLODEN	WV	25510	(304) 743-8058 Ext. 0000
Chem-Dry of Huntington	2 DONAHUE CIR	CULLODEN	WV	25510	(304) 743-8058 Ext. 0000
Valley Chem-Dry II	2800 VIRGINIA AVE	HURRICANE	WV	25526	(304) 562-0535 Ext. 0000
Valley Chem-Dry IV	2800 VIRGINIA AVENUE	HURRICANE	WV	25526	(888) 562-0535 Ext. 0000
Valley Chem-Dry	2800 VIRGINIA AVE	HURRICANE	WV	25526	(304) 562-0535 Ext. 0000
Valley Chem-Dry III	2800 VIRGINIA AVE	HURRICANE	WV	25526	(304) 562-0535 Ext. 0000
Mountaineer Chem-Dry	823 BETHEL ROAD	MORGANTOWN	WV	26501	(304) 598-3691 Ext. 0000
River City Chem-Dry II	PO BOX 1562	PARKERSBURG	WV	26102	(304) 428-5917 Ext. 0000
River City Chem-Dry	PO BOX 1562	PARKERSBURG	WV	26102	(304) 428-5917 Ext. 0000
Chem-Dry Carpet Solutions II	8217 VALLEY VIEW TERRACE	MIDDLETOWN	MD	21769	(304) 262-0073 Ext. 0000
Chem-Dry of Western Maryland III	15206 BIER'S LANE	RAWLINGS	MD	21557	(800) 251-3131 Ext. 0000
<b>WYOMING FRANCHISES</b>					
Platte River Chem-Dry	301 THELMA DRIVE #167	CASPER	WY	82609	(307) 577-1676 Ext. 0000

Platte River Chem-Dry II	301 THELMA DRIVE #167	CASPER	WY	82609	(307) 577-1676 Ext. 0000
Chem-Dry of Park County	P.O. BOX 665	CODY	WY	82414	(307) 587-6242 Ext. 0000
Sweetwater Chem-Dry	1745 VIRGINIA DRIVE	GREEN RIVER	WY	82935	(307) 875-4012 Ext. 0000
Chem-Dry of Snowy Range	1626 HWY 230	LARAMIE	WY	82070	(307) 703-0303 Ext. 0000
Chem-Dry of Sheridan	608 HUNTINGTON ST	SHERIDAN	WY	82801	(307) 672-8639 Ext. 0000
Teton Chem-Dry	P O BOX 78	SMOOT	WY	83126	(307) 886-3648 Ext. 0000
Ace Chem-Dry III	5004 SINGLE TREE DRIVE	LOVELAND	CO	80537	(307) 220-2315 Ext. 0000
<b>OTHER US TERRITORIES</b>					
Chem-Dry of Nassau	1811 NORTHWEST 51ST STREET	FT LAUDERDALE	FL	33309	(242) 327-5461 Ext. 0000
Chem-Dry Select	P.O. Box 32	Calahoo	AB	T0G 0J0	(780) 460-2810 Ext. 0000
Bow River Chem-Dry	#106 2719 7th Ave NE	Calgary	AB	T2A 2L9	(403) 249-7539 Ext. 0000
Calgary Chem-Dry	#106 2719 7th Ave NE	Calgary	AB	T2A 2L9	(403) 249-7539 Ext. 0000
Ronnie's Chem-Dry	54 Brightondale Park SE	Calgary	AB	T2Z 4N7	(403) 471-5578 Ext. 0000
Stampede Chem-Dry	709 4 St NW	Calgary	AB	T2N 1P3	(403) 827-4544 Ext. 0000
Aaron's Chem-Dry	3744 Glenbrook Dr. S.W.	Calgary	AB	T3E 4L9	(403) 225-8545 Ext. 0000
A Brighter Day Chem-Dry IV	P.O. Box 1070	Raymond	AB	T0K 2S0	(403) 394-3370 Ext. 0000
A Brighter Day Chem Dry III	P.O. Box 1070	Raymond	AB	T0K 2S0	(403) 394-3370 Ext. 0000
A Brighter Day Chem-Dry I	P.O. Box 1070	Raymond	AB	T0K 2S0	(403) 394-3370 Ext. 0000
A Brighter Day Chem-Dry II	P.O. Box 1070	Raymond	AB	T0K 2S0	(403) 394-3370 Ext. 0000
Chem-Dry of Red Deer	417 4805 45th Street	Red Deer	AB	T4N 7A9	(403) 346-2722 Ext. 0000
Chem-Dry Advantage	#58-8881 Walters Street	Chilliwack	BC	V2P 8E9	(604) 795-3254 Ext. 0000
Fraser Valley Chem-Dry	46811 Yale Road	Chilliwack	BC	V2P 2S5	(604) 795-9250 Ext. 0000
Kamloops Chem-Dry	57 Chancellor Drive	Kamloops	BC	V2E 2P1	(250) 851-8556 Ext. 0000
Emerald Chem-Dry	800-15355 24th Ave.	Surrey	BC	V4A 2H9	(604) 536-7627 Ext. 0000
Westcoast Chem-Dry	7941 - 155th St.	Surrey	BC	V3S 3P5	(604) 591-6671 Ext. 0000
MacLean Chem-Dry	3225 Parker St.	Vancouver	BC	V5K 2V7	(604) 263-5898 Ext. 0000
Chem-Dry Extra II	P. O. Box 1401	Vernon	BC	V1T 6N7	(250) 558-1993 Ext. 0000
Chem-Dry Extra I	P. O. Box 1401	Vernon	BC	V1T 6N7	(250) 558-1993 Ext. 0000
Chem-Dry South East	Box 25 RR1	Steinbach	MB	R5G 1L9	(204) 326-5932 Ext. 0000
Superior Chem-Dry	200-5 Donald Street	Winnipeg	MB	R3L 2T4	(204) 284-0399 Ext. 0000
Chem-Dry Halifax	1664 Shore Road	Eastern Passage	NS	B3G 1G2	(902) 830-4680 Ext. 0000
Chem-Dry of Halifax II	1664 Shore Road	Eastern Passage	NS	B3G 1G2	(902) 830-4680 Ext. 0000
Ace Chem-Dry	147 Rands Road	Ajax	ON	L1S 3Y4	(905) 428-3932 Ext. 0000
Barrie Chem-Dry	25 Hart Dr. #7	Barrie	ON	L4N 5R8	(705) 721-8866 Ext. 0000
Chem-Dry Acclaim I	61 Arthur Street N.	Elmira	ON	N3B 2A1	(519) 747-2334 Ext. 0000
Chem-Dry Acclaim II	61 Arthur Street N.	Elmira	ON	N3B 2A1	(519) 747-2334 Ext. 0000
Chem-Dry Acclaim III	61 Arthur Street N.	Elmira	ON	N3B 2A1	(519) 747-2334 Ext. 0000
Chem-Dry of York	40 Needham Street	Lindsay	ON	K9V 5J9	(705) 799-0303 Ext. 0000
Chem-Dry of the Kawarthas II	40 Needham Street	Lindsay	ON	K9V 5J9	(705) 799-0303 Ext. 0000
Chem-Dry of Durham	40 Needham Street	Lindsay	ON	K9V 5J9	(705) 799-0303 Ext. 0000
Chem-Dry of the Kawarthas I	40 Needham Street	Lindsay	ON	K9V 5J9	(705) 799-0303 Ext. 0000
Chem-Dry of the Kawarthas III	40 Needham Street	Lindsay	ON	K9V 5J9	(705) 799-0303 Ext. 0000
Mid-Island Chem-Dry	2857 Sherwood Heights	Oakville	ON	L6J 7J9	(250) 380-2041 Ext. 0000
Pacific Isle Chem-Dry	2857 Sherwood Heights	Oakville	ON	L6J 7J9	(250) 380-2041 Ext. 0000
Chem-Dry Golden Horseshoe	2460 Rebecca Street	Oakville	ON	L6L 2B2	(905) 845-9222 Ext. 0000
Action Chem-Dry I	2857 Sherwood Heights	Oakville	ON	L6J 7J9	(905) 335-4394 Ext. 0000
Chem-Dry Halton Peel	2446 Lazio Lane	Oakville	ON	L6M 4P7	(905) 845-9222 Ext. 0000

Action Chem-Dry II	2857 Sherwood Heights	Oakville	ON	L6J 7J9	(905) 335-4394 Ext. 0000
Metro Chem-Dry	2857 Sherwood Heights	Oakville	ON	L6J 7J9	(905) 275-1209 Ext. 0000
Action Chem-Dry III	2857 Sherwood Heights	Oakville	ON	L6J 7J9	(416) 675-1153 Ext. 0000
Chem-Dry by Metzler	2857 Sherwood Heights	Oakville	ON	L6J 7J9	(613) 634-7497 Ext. 0000
Chem-Dry Ottawa I	2857 Sherwood Heights	Oakville	ON	L6J 7J9	(613) 228-1696 Ext. 0000
Chem-Dry Ottawa II	2857 Sherwood Heights	Oakville	ON	L6J 7J9	(613) 228-1696 Ext. 0000
Chem-Dry Trillium	2857 Sherwood Heights	Oakville	ON	L6J 7J9	(905) 335-4394 Ext. 0000
Chem-Dry Ottawa III	2857 Sherwood Heights	Oakville	ON	L6J 7J9	(613) 228-1696 Ext. 0000
Chem-Dry By Edward	203 Harbour View St	Ottawa	ON	K2G 7B2	(613) 440-2494 Ext. 0000
Chem-Dry Imperial	2431 Conley Road	Stittsville	ON	K2S 1B8	(613) 838-6007 Ext. 0000
Chem-Dry of The North	243 Vanhorne Street	Sudbury	ON	P3B 1J1	(705) 560-3670 Ext. 0000
All Star Chem-Dry	64 Beaumonde Heights Drive	Toronto	ON	M9V 1V9	(416) 916-0550 Ext. 0000
Chem-Dry Of Montreal	3870 Isabelle #4	Brossard	QC	J4Y 2R3	(514) 779-7000 Ext. 0000
Chem-Dry Pro-Net	3870 Isabelle #4	Brossard	QC	J4Y 2R3	(514) 779-7000 Ext. 0000
Chem-Dry Harding	809a Ave Lajoie	Dorval	QC	H9P 1G7	(514) 636-7992 Ext. 0000
Chem-Dry Laval	809 Ave Lajoie	Dorval	QC	H9P 1G7	(514) 636-7992 Ext. 0000
N.R.J. Chem-Dry	305 Laviolette App. #303	St. Jerome	QC	J7Y 4H7	(450) 432-3112 Ext. 0000
The Plains Chem-Dry	134 Montreal St N	Regina	SK	S4R 2S7	(306) 757-1212 Ext. 0000
Chem-Dry of Saskatoon	1738 Saskatchewan Ave	Saskatoon	SK	S7K 1P8	(306) 934-5995 Ext. 0000
Bridge City Chem-Dry	23 Walker Cres.	Saskatoon	SK	S7L 4H7	(306) 978-3308 Ext. 0000
Chem-Dry Yukon	48A Laird Road	Whitehorse	YT	Y1A 3L4	(867) 332-1444 Ext. 0000

## EXHIBIT H

### List of Former Franchisees

LAST NAME	FIRST NAME	ADDRESS	CITY	STATE	ZIP CODE	PHONE
Chong	Mun "James"	7100 Old Seward Hwy, Ste B.	Anchorage	AK	99518	907-336-4242
Chenoweth	Charlie & Rebecca	PO Box 35074	Juneau	AK	99801	907-789-7332
Harris	Christopher Shane	PO Box 428	Opelika	AL	36803	706-317-3070
Norrell	Brandon	1067 Highland Blvd	Cabot	AR	72023	501-834-4346
McCraw	Todd	14050 W. Van Buren St. #402	Goodyear	AZ	85338	602-441-2992
Peddy	Daniel	7750 S. Solomon Ave	Tucson	AZ	85747	520-904-3334
Miller	Barret & Brentworth	PO Box CR-54737	Nassau	Bahamas		242-361-2024
Tsetsendelger	Ted & Solmo	2028 Encinal Ave., Ste E	Alameda	CA	94501	510-522-9022
Miller	Bill	98091 Grandview Ave	Cathedral City	CA	92234	
Nombrano	Alejandro	176 El Capitan Drive	Chula Vista	CA	91911-1516	
Statkov	Roumen D.	10980 Rose Ave. #9	Los Angeles	CA	90034	310-271-5545
Lopez	David	PO Box 3015	Merced	CA	95340	209-383-3200
Meister	Alann, Shirley & Terry	8460 Chesterfield Rd.	Riverside	CA	92508	951-807-6379
Perez	Vincenzo	8643 Serenata Drive	Whittier	CA	90603	626-964-5590
Rogers	Kerry	6496 Brentwood Court	Arvada	CO	80004	
Kado	Don	8955 S. Ridgeline Blvd., Ste 1800	Highlands Ranch	CO	80129	303-252-0517
Belfer	Howard	406 Mecos Drive	Wilmington	DE	19804	215-345-9390
Byrne	Clancy	21626 Helmsdale Run	Estero	FL	33928	239-949-4559
Helm	Daniel	680 South Banana River Drive	Merritt Island	FL	32952-2711	321-452-2852
Brown	William	13680 SW 51st Ln.	Ocala	FL	34481	352-237-9296
Yager	George, Patricia, Timothy and Michelle	10575 Hearth Rd.	Spring Hill	FL	34608	352-683-9757
Bagwell	Patricia	5044 B.U. Bowman Drive, Ste 101	Buford	GA	30518	770-623-8393
Mulrone	Eric	3905 Marham Park Circle	Loganville	GA	30052	770-466-8600
Idol	Tony, Katherine, & Patrick	12195 Hwy 92, Suite 114 #163	Woodstock	GA	30188	770-577-2259
Longbrake	Brent	52960 Glenmoor St.	Elkhart	IN	46514	269-699-6962

Park	Brenda K.	PO Box 415	West Lebanon	IN	47991	765-893-4174
Lester	Brian	17767 Sun Park Drive	Westfield	IN	46074	317-826-3450
Mardis	Herbert	299 Forest Grove Rd.	Homer	LA	71040	318-927-2690
Bunis	Paul	26 Foundry Rd.	Sharon	MA	02067	617-469-4100
Bramble	Wade	1606 Junius Ct.	Bel Air	MD	21015	410-852-3002
Hayden	Ken & Dawn	405 Brookfield Drive	Centreville	MD	21617	301-517-4947
Henderson	Richard & Richard Allen	114 Chesapeake Ridge Lane, Apt. 1-D	North East	MD	21901	443-877-0070
Watts	Otis	3126 E. Joppa Rd.	Parkville	MD	21234	410-494-1069
Kelly	Susan and Daniel	2146 W.Cass Ave.	Bay City	MI	48708	949-893-8663
Joannides	Robert	36882 Harper Ave	Clinton Township	MI	48035	586-778-4962
Houle	Robert & Rebecca	6974 Glory Road	Baxter	MN	56425	218-828-4320
Vander Syde	Jim & Sandra	10330 Berkshire Rd	Bloomington	MN	55437	952-440-2436
Brown	Timothy & Romi	8474 Underwood Lane	Maple Grove	MN	55369	763-420-4781
Simmons	Roy & Karen	2728 Village Green Drive	Moorhead	MN	56560	218-233-4601
Hauser	Katie	4502 20th Street SE	Rochester	MN	55904	507-280-9050
Vander Syde	Gerald & Sandra	13135 Meadow Lane	Savage	MN	55378	952-440-2436
Domingues	Craig & Debbie	<del>PO Box 17561</del> -PO Box 6381	Asheville	NC	28816	828-301-5946
Mueller	Rick & Vanessa	604 Pyracantha Drive	Holly Springs	NC	27540	919-594-4801
Fitta	Robert & Denise	200 Dockside Drive	Jacksonville	NC	28544	910-324-2558
Filiberti	Gregory & Margaret	4405 Masonboro Loop Rd.	Wilmington	NC	28409	910-392-6977
Kuhlman	Kurt	17 East 46th St.	Brant Beach	NJ	08008	609-494-5552
Cook	Charles & Diane	1603 Beverly Rd	Burlington	NJ	08016	609-859-1195
Kramer	Daniel	11 Laurel Ave	Hewitt	NJ	07421	973-664-0299
Altobello	Michael & Joan	199 New Road, Ste 61 #211	Linwood	NJ	08221	609-927-7667
Marcus	Bruce & Lene	111 Canfield Ave. Unit A-18	Randolph	NJ	07869	732-627-0445
Branch	David	19 East Gouverneur Ave	Rutherford	NJ	07070	201-438-0990
Hadley	Kevin	716 Sharon Hills	Henderson	NV	89052	702-320-9847



Smith	Jerome	5697 Halvern Ave	Las Vegas	NV	89110	702-378-4451
Schuler	Gerald & Dawn	PO Box 34742	Reno	NV	89523	775-747-6197
Sivert	Andrew & Joanne	404 Grand Blvd.	Massapequa Park	NY	11762	516-933-1024
Ward	Michael	189 Cumberland Street	Mastic	NY	11950	877-915-4632
Sarko	Greg	PO Box 234	Brookfield	OH	44403	330-772-5671
Stahl	Christi	8414 Main Street	Kinsman	OH	44428	440-665-3455
Saunders	Cali	132 Henney Rd 8301 N. Caouncil Rd., Apt 2112	Jones—Oklahoma City	OK	73049-73132	405-348-9292
Kelley	Rob	24574 SW Ladd Hill Rd.	Sherwood	OR	97140	541-387-5454
Christoson	Greg & Joan	829 East First Ave	Sutherlin	OR	97479-9605	541-672-0058
Powers	David	713 Kinderhook Rd.	Columbia	PA	17512	714-285-2819
Garber	Russell	271 N. Race St.	Middletown	PA	17057	
Henzler	Jeffrey & Sandra	1236 Big Sewickley Creed Rd.	Sewickley	PA	15143	724-266-4960
Zarenski	Andrew	156 Andover St.	Wilkes-Barre	PA	18702	570-829-1271
Reynolds	Ronald	3022 Woodington Place	Goose Creek	SC	29445	843-971-5224
St. John	John	1300 Park West Blvd. #609	Mt. Pleasant	SC	29466	
Baker	Diane	3029 Westerly Drive	Franklin	TN	37067	615-791-6088
Agee	William	3604 Strong Rd.	Mascot	TN	37806	865-566-4960
Taylor	Chris	591 Shiloh Drive	Allen	TX	75002	972-345-0378
Ramirez	Tony	6950 College St., Ste. D	Beaumont	TX	77707	409-866-5700
Corona	Randy	4129 Kickapoo Trl	Carrollton	TX	75010-2305	:972-492-4604
Beets	Greg	5870 Park Vista Circle, Ste 308	Fort Worth	TX	76244-5638	940-627-4449
Purselley	Jerry & Lisa	6854 Shorecrest Court	Ft. Worth	TX	76132	817-246-5506
Beets	Greg	5870 Park Vista Circle, Ste 308	Keller	TX	76248	817-283-6015
Rapp	Nancy	3910 Baybrook Court	Midland	TX	79707	432-697-6487

Krejci	Raymond & Ranelle	1709 Lamar Drive	Richmond	TX	77469	713-957-0906
Heath	Michael & Tiffany	1071 Timpview Drive	American Fork	UT	84003-1249	801-521-5445
Coleman	Jennifer	13772 MT. Cross Rd.	Dry Fork	VA	24549	434-724-1321
Vargas	Humberto & Rosario	7523 Moore House Ct	Manassas	VA	20111	703-451-9086
Nichols	John	1205 Allendale Rd.	Mclean	VA	22101	703-533-0239
Peterson	Jeff	20599 Quarterpath Trace Circle	Sterling	VA	20165	709-444-3388
Kryzsko	Chris	17614 SE 259th Ct.	Covington	WA	98042	206-383-2999
Magaoay	Ronald	195289 61st Ave NE	Kenmore	WA	98028	425-485-9411
Cleaveland	Tim & Mary	10000 Greenwood Ave N	Seattle	WA	98133	206-783-1003
Peterson	Rolf	1012 S. MacArthur	Tacoma	WA	98465	253-566-2429
Duggan	Joshua	4231 Argosy Ct.	Madison	WI	53714	608-758-0666
Martin	Lillian	7600 Robin Drive	Gillette	WY	82718	307-682-0526

EXHIBIT I  
Financial Statements

**HARRIS RESEARCH, INC. AND AFFILIATE**

Consolidated Financial Statements

December 31, 2013, December 31, 2012 and January 31, 2012

(With Independent Auditors' Report Thereon)

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## REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

Grant Thornton LLP  
155 N 400 W Suite 500  
Salt Lake City, UT 84103  
T 801.415.1000  
F 801.322.0061  
[www.GrantThornton.com](http://www.GrantThornton.com)

**Board of Directors  
Harris Research, Inc.**

We have audited the accompanying consolidated financial statements of Harris Research, Inc. (a Utah corporation), subsidiary and affiliate, which comprise the consolidated balance sheets as of December 31, 2013, December 31, 2012 and January 31, 2012 (Successor Basis), and the related consolidated statements of income (loss), changes in stockholders' equity, and cash flows for the year ended December 31, 2013 and the periods from February 1, 2012 through December 31, 2012 and September 7, 2011 through January 31, 2012 (Successor Basis) and the period from January 31, 2011 through September 6, 2011 (Predecessor Basis), and the related notes to the financial statements.

### Management's responsibility for the financial statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

### Auditor's responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the

effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Harris Research, Inc., subsidiary and affiliate as of December 31, 2013, December 31, 2012 and January 31, 2012, and the results of their operations and their cash flows for the year ended December 31, 2013 and the periods from February 1, 2012 through December 31, 2012, September 7, 2011 through January 31, 2012 and January 31, 2011 through September 6, 2011 in accordance with accounting principles generally accepted in the United States of America.



Salt Lake City, Utah  
April 23, 2014

**HARRIS RESEARCH, INC. AND AFFILIATE**

Consolidated Balance Sheets

As of December 31, 2013, December 31, 2012 and January 31, 2012

Assets	December 31, 2013	December 31, 2012	January 31, 2012
		(Successor Basis)	
Current assets:			
Cash	\$ 401,528	\$ 2,175,968	\$ 1,075,437
Accounts receivable, net of allowance of \$1,001,869, \$323,267, and \$108,650	5,006,794	4,318,891	3,099,011
Current portion of long-term notes receivable, net of allowance (Note 5)	2,252,348	1,396,875	1,197,966
Inventories	2,334,451	1,923,411	1,632,038
Prepaid expenses and other current assets	478,844	286,089	170,066
Income tax receivable	682,008	-	-
Deferred income taxes	782,793	1,135,894	929,502
Total current assets	11,938,766	11,237,128	8,104,020
Long-term notes receivable, net of allowance (Note 5)	5,648,133	3,588,369	3,627,661
Accounts receivable, long-term	50,000	-	-
Property and equipment, net	1,605,581	985,703	918,839
Deferred financing fees, net	1,039,002	1,413,193	1,738,192
Intangible assets, net	54,698,061	60,251,493	65,659,193
Goodwill	50,022,745	50,022,745	50,022,745
Total assets	\$ 125,002,288	\$ 127,498,631	\$ 130,070,650
<b>Liabilities and Stockholders' Equity</b>			
Current liabilities:			
Accounts payable	\$ 1,554,700	\$ 1,066,905	\$ 1,106,645
Accrued liabilities	1,761,197	2,351,001	841,764
Current taxes payable	119,296	577,222	85,249
Current portion of long-term debt	2,940,000	3,045,000	2,625,000
Revolving line of credit	3,225,000	-	-
Deferred revenue	158,903	438,119	291,521
Total current liabilities	9,759,096	7,478,247	4,950,179
Long-term debt	51,610,493	54,178,148	56,888,348
Other long-term liabilities	52,629	54,520	-
Net payable to affiliate	144,750	119,750	-
Deferred income taxes	21,033,585	23,021,287	24,953,190
Total liabilities	82,600,553	84,851,952	86,791,717
Commitments and contingencies (Notes 11 and 15)	-	-	-
Stockholders' equity:			
Common stock, no par value. authorized, issued, and outstanding 1,000 shares	21,706,709	21,706,709	21,706,709
Additional paid-in capital	18,825,388	23,394,115	23,378,671
Retained earnings (accumulated deficit)	(2,388,980)	(2,454,145)	(1,806,447)
Total Harris Research, Inc. stockholders' equity	38,143,117	42,646,679	43,278,933
Noncontrolling interest	4,258,618	-	-
Total stockholder's equity	42,401,735	42,646,679	43,278,933
Total liabilities and stockholders' equity	\$ 125,002,288	\$ 127,498,631	\$ 130,070,650

See accompanying notes to consolidated financial statements.



**HARRIS RESEARCH, INC. AND AFFILIATE**

Consolidated Statements of Income (Loss)

Periods ended December 31, 2013, December 31, 2012, January 31, 2012 and September 6, 2011

	<u>January 1, 2013 through December 31, 2013</u>	<u>February 1, 2012 through December 31, 2012</u> (Successor Basis)	<u>September 7, 2011 through January 31, 2012</u>	<u>January 31, 2011 through September 6, 2011</u> (Predecessor Basis)	<u>Combined Unaudited Year Ended January 31, 2012*</u>
Revenues:					
Merchandise sales	\$ 18,445,613	\$ 14,903,939	\$ 6,013,786	\$ 10,534,273	\$ 16,548,059
Corporate services	15,933,463	13,407,942	5,615,326	9,475,580	15,090,906
Franchise sales	3,936,255	1,735,128	869,021	1,103,256	1,972,277
Franchise fees	10,654,909	9,504,851	4,084,659	6,045,584	10,130,243
Other revenue	<u>1,394,847</u>	<u>531,897</u>	<u>188,498</u>	<u>277,522</u>	<u>466,020</u>
Total revenues	<u>50,365,087</u>	<u>40,083,757</u>	<u>16,771,290</u>	<u>27,436,215</u>	<u>44,207,505</u>
Costs and operating expenses:					
Cost of merchandise sales	8,892,372	6,673,628	3,238,743	4,689,483	7,928,226
Cost of corporate services	13,923,894	11,462,735	4,980,971	8,314,448	13,295,419
General and administrative	11,921,886	7,414,937	2,768,730	3,641,439	6,410,169
Marketing and selling	5,440,700	5,303,366	2,190,477	3,290,048	5,480,525
Research and development	564,840	408,529	149,135	209,084	358,219
Amortization of intangible assets	5,779,432	5,407,700	2,410,807	2,137,275	4,548,082
Bonus expense associated with acquisition transaction	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,288,630</u>	<u>1,288,630</u>
Total costs and operating expenses	<u>46,523,124</u>	<u>36,670,895</u>	<u>15,738,863</u>	<u>23,570,407</u>	<u>39,309,270</u>
Total operating income	<u>3,841,963</u>	<u>3,412,862</u>	<u>1,032,427</u>	<u>3,865,808</u>	<u>4,898,235</u>
Other income (expense):					
Interest and finance charge income	891,291	794,351	337,833	473,378	811,211
Interest expense on long-term debt	(5,213,675)	(4,774,071)	(2,083,876)	(899,943)	(2,983,819)
Other income	219,649	205,564	66,076	116,064	182,140
Transaction expenses	<u>-</u>	<u>-</u>	<u>(1,335,170)</u>	<u>-</u>	<u>(1,335,170)</u>
Amortization of deferred financing fees	<u>(374,190)</u>	<u>(324,999)</u>	<u>(163,253)</u>	<u>-</u>	<u>(163,253)</u>
Total other expense	<u>(4,476,925)</u>	<u>(4,099,155)</u>	<u>(3,178,390)</u>	<u>(310,501)</u>	<u>(3,488,891)</u>
Income (loss) before provision for income taxes	<u>(634,962)</u>	<u>(686,293)</u>	<u>(2,145,963)</u>	<u>3,555,307</u>	<u>1,409,344</u>
Provision for income taxes (benefit)	<u>(327,962)</u>	<u>(38,595)</u>	<u>(339,516)</u>	<u>1,337,182</u>	<u>997,666</u>
Net income (loss)	<u>(307,000)</u>	<u>(647,698)</u>	<u>(1,806,447)</u>	<u>2,218,125</u>	<u>411,678</u>
Net loss attributable to noncontrolling interest	<u>(372,165)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net income (loss) attributable to Harris Research, Inc.	<u>\$ 65,165</u>	<u>\$ (647,698)</u>	<u>\$ (1,806,447)</u>	<u>\$ 2,218,125</u>	<u>\$ 411,678</u>

See accompanying notes to consolidated financial statements.

\* Represents the combined total of the period from January 31, 2011 through September 6, 2011 (Predecessor Basis) and the period from September 7, 2011 through January 31, 2012 (Successor Basis).

**HARRIS RESEARCH, INC. AND AFFILIATE**

Consolidated Statements of Changes in Stockholders' Equity

Periods ended December 31, 2013, December 31, 2012 and January 31, 2012

	Common stock		Additional paid-in capital	Retained earnings/ (accumulated deficit)	Noncontrolling Interest	Total Stockholders' Equity
	Shares	Amount				
<b>Predecessor Basis</b>						
Balance at January 30, 2011	1,000	\$ 21,706,709	\$ 19,067,407	\$ 22,025,920	\$ -	\$ 62,800,036
Net income	-	-	-	2,218,125	-	2,218,125
Equity-based compensation - contribution from Home Depot	-	-	550,222	-	-	550,222
Balance at September 6, 2011	1,000	\$ 21,706,709	\$ 19,617,629	\$ 24,244,045	\$ -	\$ 65,568,383
<b>Successor Basis</b>						
Decrease in net assets due to acquisition	-	-	3,761,042	(24,244,045)	-	(20,483,003)
Net loss	-	-	-	(1,806,447)	-	(1,806,447)
Balance at January 31, 2012	1,000	\$ 21,706,709	\$ 23,378,671	\$ (1,806,447)	\$ -	\$ 43,278,933
Net loss	-	-	-	(647,698)	-	(647,698)
Equity-based compensation - contribution from HRI Holdings	-	-	15,444	-	-	15,444
Balance at December 31, 2012	1,000	\$ 21,706,709	\$ 23,394,115	\$ (2,454,145)	\$ -	\$ 42,646,679
Net loss	-	-	-	65,165	(372,165)	(307,000)
Formation of NHance (Note 3)	-	-	(4,630,783)	-	4,630,783	-
Equity-based compensation - contribution from HRI Holdco	-	-	62,056	-	-	62,056
Balance at December 31, 2013	1,000	\$ 21,706,709	\$ 18,825,388	\$ (2,388,980)	\$ 4,258,618	\$ 42,401,735

See accompanying notes to consolidated financial statements.

**HARRIS RESEARCH, INC. AND AFFILIATE**

Consolidated Statements of Cash Flows

Periods ended December 31, 2013, December 31, 2012, January 31, 2012 and September 6, 2011

	Fiscal Year Ended December 31, 2013	February 1, 2012 through December 31, 2012  (Successor Basis)	September 7, 2011 through January 31, 2012	January 31, 2011 through September 6, 2011  (Predecessor Basis)	Combined Unaudited Year Ended January 31, 2012*
Cash flows from operating activities:					
Net income (loss)	\$ (307,000)	\$ (647,698)	\$ (1,806,447)	\$ 2,218,125	\$ 411,678
Adjustments to reconcile net income (loss) to net cash provided by (used in) operating activities:					
Depreciation	330,243	259,940	107,536	150,152	257,688
Amortization of intangible assets	5,779,432	5,407,700	2,410,807	2,137,275	4,548,082
Amortization of deferred financing fees	374,190	324,999	163,253	-	163,253
Loss on disposal of property and equipment	-	62,893	1,461	263	1,724
Equity-based compensation	62,056	15,444	-	550,222	550,222
Transaction expense paid by parent	-	-	515,971	-	515,971
Transaction bonus paid by seller	-	-	-	1,288,630	1,288,630
Non-cash PIK interest	372,345	334,800	143,348	-	143,348
Deferred income taxes	(1,634,602)	(2,138,295)	(1,293,698)	(129,770)	(1,423,468)
Changes in:					
Accounts receivable, net	(737,903)	(1,219,880)	110,025	(802,893)	(692,868)
Notes receivable, net	(2,840,119)	(159,617)	(211,723)	204,945	(6,778)
Inventories	39,973	(291,373)	881,366	(1,904)	879,462
Prepaid expenses and other current assets	(192,755)	(116,023)	(4,516)	(112,403)	(116,919)
Current taxes receivable	(682,008)	-	-	-	-
Accounts payable	487,795	(39,740)	191,987	(62,562)	129,425
Accrued liabilities	(589,804)	1,509,237	536,302	(337,986)	198,316
Current taxes payable	(457,926)	491,973	85,249	-	85,249
Deferred revenue	(279,216)	146,598	118,361	47,747	166,108
Payable/receivable to affiliates	25,000	119,750	-	-	-
Other long-term liabilities	(1,891)	54,520	-	-	-
Net cash provided by (used in) operating activities	<u>(252,190)</u>	<u>4,115,228</u>	<u>1,949,282</u>	<u>5,149,841</u>	<u>7,099,123</u>
Cash flows from investing activities:					
Acquisition of Chem-Dry Canada, Ltd.	(772,130)	-	-	-	-
Purchase of property and equipment	(930,120)	(389,697)	(171,638)	(161,024)	(332,662)
Net cash used in investing activities	<u>(1,702,250)</u>	<u>(389,697)</u>	<u>(171,638)</u>	<u>(161,024)</u>	<u>(332,662)</u>
Cash flows from financing activities:					
Proceeds from revolving line of credit and long-term borrowings	3,225,000	-	-	-	-
Principal payments on long-term debt	(3,045,000)	(2,625,000)	(630,000)	-	(630,000)
Cash received from parent as equity	-	-	288,680	-	288,680
Outstanding checks in excess of deposits	-	-	(363,137)	177,172	(185,965)
Principal payments on related party long-term debt	-	-	-	(5,165,989)	(5,165,989)
Net cash provided by (used in) financing activities	<u>180,000</u>	<u>(2,625,000)</u>	<u>(704,457)</u>	<u>(4,988,817)</u>	<u>(5,693,274)</u>
Net change in cash	(1,774,440)	1,100,531	1,073,187	-	1,073,187
Cash at beginning of period	2,175,968	1,075,437	2,250	2,250	2,250
Cash at end of period	<u>\$ 401,528</u>	<u>\$ 2,175,968</u>	<u>\$ 1,075,437</u>	<u>\$ 2,250</u>	<u>\$ 1,075,437</u>
Supplemental cash flow information:					
Interest paid	\$ 4,617,256	\$ 3,603,297	\$ 1,760,705	\$ 899,943	\$ 2,660,648
Income taxes paid	2,429,570	1,569,657	868,942	115,557	984,499
Noncash investing and financing activities:					
Deferred financing fees paid by parent as equity investment	\$ -	\$ -	\$ 1,901,445	\$ -	\$ 1,901,445
Long term debt obtained in conjunction with acquisition	-	-	60,000,000	-	60,000,000
Stock issued for note receivable	-	-	100,000	-	100,000

See accompanying notes to consolidated financial statements.

\* Represents the combined total of the period from January 31, 2011 through September 6, 2011 (Predecessor Basis) and the period from September 7, 2011 through January 31, 2012 (Successor Basis).

## HARRIS RESEARCH, INC. AND AFFILIATE

### Notes to Consolidated Financial Statements

December 31, 2013, December 31, 2012 and January 31, 2012

**(1) Organization and Summary of Significant Accounting Policies**

**(a) Organization and Principles of Consolidation**

Harris Research, Inc. (Harris or the Company) became a wholly owned subsidiary of HRI Holdings, Inc. (HRI Holdings) as of September 7, 2011 (The Acquisition). HRI Holdings is a subsidiary of Baird Capital Partners (Baird). Prior to that date, the Company was a wholly owned subsidiary of The Home Depot, Inc. (The Seller or Home Depot). Prior to the Acquisition, the Company had adopted year-ends that correspond with Home Depot; therefore, the Company's fiscal year was 52 or 53 weeks ending the Sunday closest to January 30. Subsequent to the Acquisition, the Company adopted a fiscal year that ended on January 31, 2012.

During 2012, the Board of Directors approved a change in the Company's fiscal year end from January 31 to December 31, with the change to the reporting cycle beginning February 1, 2012. Accordingly, the financial information presented in this report is as of and for the fiscal year ended December 31, 2013, the eleven months ended December 31, 2012 and for the periods September 7, 2011 through January 31, 2012 and January 31, 2011 through September 6, 2011. Combined unaudited statements of income (loss) and statements of cash flows for the year ended January 31, 2012 have been included for comparative purposes.

The accompanying consolidated statements of income (loss), changes in stockholders' equity and cash flows for the period from January 31, 2011 through September 6, 2011 represent the historical consolidated financial statements of the Company while it was owned by Home Depot (Predecessor Basis). The consolidated financial statements for the periods from September 7, 2011 through January 31, 2012, February 1, 2012 through December 31, 2012 and for the fiscal year ended December 31, 2013 (Successor Basis) represent the consolidated financial statements of the Company under its current owner, HRI Holdings. The Successor Basis consolidated financial statements give effect to the application of push down accounting, including liabilities assumed by HRI Holdings as part of the acquisition. Accordingly, the carrying values of the Company's assets and liabilities, and the results of its operations and cash flows, have been adjusted to reflect the effects of purchase accounting resulting from HRI Holdings' acquisition of the Company (see Note 2).

#### **Formation of Holdco LLC and NHance**

In January 2013, the Company finalized a transaction (Restructuring Transaction) consisting of a series of agreements, including an asset contribution agreement, whereby the Company formed a new Delaware corporation, NHance, Inc. (NHance), and contributed certain of the Company's existing assets and liabilities related to the NHance division to the newly formed corporation in exchange for equity. Next the Company's stockholders formed a new limited liability company, HRI Holdco, LLC (HRI Holdco), and contributed the equity of HRI Holdings in exchange for units of HRI Holdco. HRI Holdco will be treated as a partnership for tax purposes. Finally, the Company distributed all of its equity in the newly formed NHance to HRI Holdco.

HARRIS RESEARCH, INC. AND AFFILIATE

Notes to Consolidated Financial Statements

December 31, 2013, December 31, 2012 and January 31, 2012

**(1) Organization and Summary of Significant Accounting Policies - continued**

**(a) Organization and Principles of Consolidation – Continued**

The consolidated financial statements include the accounts of Harris and its wholly owned subsidiaries. Harris is deemed the primary beneficiary of NHance, Inc., which was determined to be a variable interest entity (VIE). Therefore, the assets, liabilities and results of operations of NHance are included in the consolidated financial statements of Harris.

All intercompany accounts and transactions have been eliminated in consolidation.

Harris markets and services Chem-Dry carpet and upholstery cleaning franchises and provides training, equipment, and cleaning supplies to its franchisees throughout the United States of America. Devere International, Inc. (Devere), a wholly owned subsidiary of Harris, sells area franchise rights for specific geographic locations throughout the world (excluding the United States of America), and provides training, equipment, and cleaning supplies to the respective area franchisees.

Harris also markets and services NHance wood renewal franchises including providing training, equipment, and cleaning supplies to franchise owners.

Chem-Dry Corporate Services (CDCS), a division of Harris, secures commercial and insurance work for franchisees in the United States.

As of December 31, 2013, December 31, 2012, and January 31, 2012, the Company had the following franchises throughout the world (unaudited):

	<b>December 31, 2013</b>	<b>December 31, 2012</b>	<b>January 31, 2012</b>
Chem-Dry carpet and upholstery cleaning franchises	2,087	2,039	2,149
Chem-Dry Canada franchises acquired	55	—	—
Devere area franchise rights	34	33	33
Devere area sub franchisees	1,278	1,431	1,429
NHance wood renewal franchises	295	224	203

## HARRIS RESEARCH, INC. AND AFFILIATE

### Notes to Consolidated Financial Statements

December 31, 2013, December 31, 2012 and January 31, 2012

#### (1) **Organization and Summary of Significant Accounting Policies - Continued**

##### (b) ***Revenue Recognition***

###### **Sale of Franchises**

Revenue is recognized from the sale of franchises, and the transfer of franchises from one franchisee to another, when a franchise agreement has been signed, a down payment has been received, collectability of the remaining payments is reasonably assured, and all of the initial services required by the franchise agreement have been performed. The number of Chem-Dry franchises sold was 101, 51, 28 and 67 and the number of NHance franchises sold was 86, 40, 17 and 24 during the fiscal year ended December 31, 2013, and for the periods from February 1, 2012 through December 31, 2012, September 7, 2011 through January 31, 2012 and January 31, 2011 through September 6, 2011, respectively. In connection with the acquisition of the assets of Chem-Dry Canada (see Note 2), 55 franchises were acquired in June 2013. A franchisee may pay a portion of the franchise fee over a period of up to five years with interest ranging from 3% to 8%. The unpaid portion of the franchise fee is discounted at an appropriate interest rate over the term of the agreement. Deferred revenue is recorded for contracts where the down payment has been received but for which the initial services required by the franchise agreement have not been performed.

###### **Area Franchise Rights**

Devere sells the rights to establish networks of franchises in foreign countries. When financed, terms for the area franchise rights generally include a down payment upon signing and payments over periods ranging from two to seven years, with no interest charged to the area franchise owner.

Revenue is recognized when an area franchise agreement has been signed, a down payment has been received, collectability of the remaining payments is reasonably assured, and all of the initial services required by the area franchise agreement have been performed.

Area franchise rights sold, for which recognition of revenue and the related note receivable have not occurred in accordance with the Company's policy on recognition of revenue as collectability is not assured, totaled \$0, \$252,040 and \$326,980 at December 31, 2013, December 31, 2012, and January 31, 2012, respectively.

###### **Monthly Franchise Fees**

The franchise agreements provide for a monthly franchise fee payable to the Company. Monthly franchise fees are recognized as revenue when earned. Franchise fees paid in advance are recorded as deferred revenue and amortized over the applicable periods.

HARRIS RESEARCH, INC. AND AFFILIATE

Notes to Consolidated Financial Statements

December 31, 2013, December 31, 2012 and January 31, 2012

**(1) Organization and Summary of Significant Accounting Policies - Continued**

**(b) Revenue Recognition – Continued**

**Merchandise Sales**

Merchandise sales of equipment and cleaning supplies are recorded when an order has been placed, the price is fixed, the merchandise is shipped and collectability is reasonably assured. The Company's return policy allows for the return of products within 30 days of delivery if the product is damaged or defective.

**Corporate Services**

Revenues for services provided by CDCS in connection with securing residential, commercial, and insurance work for franchisees in the United States and for NHance in Canada, are recognized when the price is fixed, collectability is reasonably assured, and franchisees perform the work. These revenues are reported on a gross basis, except for NHance services provided on contracts for Home Depot that are reported on a net basis. Payments to franchisees on corporate services work are recorded as cost of corporate services in the consolidated statements of income (loss).

**Shipping Costs**

The cost of shipping merchandise to customers is included in the cost of merchandise sales in the consolidated statements of income (loss). Any shipping fees collected from customers are classified in merchandise sales.

**(c) Sales Tax**

The Company recognizes sales taxes on a net basis (excluded from revenues). The Company files separate sales tax returns, but during the period the Company was owned by Home Depot, the Company filed certain sales tax returns separately and certain consolidated sales tax returns with Home Depot depending on the nature of the related product or service.

**(d) Accounts Receivable**

Accounts receivable are recorded at the invoiced amount and balances that are past due at month-end are assessed a surcharge. The allowance for doubtful accounts is the Company's best estimate of the amount of probable credit losses in the Company's existing accounts receivable. The Company determines the allowance based on historical write-off experience. Past-due balances are reviewed individually for collectability. Account balances are charged off against the allowance after all means of collection have been exhausted, and the potential for recovery is considered remote. The Company does not have any off-balance-sheet credit exposure related to its customers.

HARRIS RESEARCH, INC. AND AFFILIATE

Notes to Consolidated Financial Statements

December 31, 2013, December 31, 2012 and January 31, 2012

(1) **Organization and Summary of Significant Accounting Policies - Continued**

(e) **Notes Receivable**

Notes receivable are issued upon the sale of a franchise or area franchise rights or in conjunction with the sale of equipment and are recorded at the present value of the remaining payments to be made less an allowance for impaired notes receivable, as applicable. The notes bear interest at a marketable rate based on the customer's credit quality. Interest is recognized over the life of the note using a method that approximates the effective interest method. Management, considering current information and events regarding the borrowers' ability to repay their obligations, considers a note to be impaired when it is probable that the Company will be unable to collect all amounts due according to the contractual terms of the agreement. When a note is considered to be impaired, the amount of the impairment is measured based on the present value of expected future cash flows. Impairment losses are included in general and administrative expense in the consolidated statements of income (loss).

Account balances are charged off against the allowance after all means of collection have been exhausted, and the potential for recovery is considered remote. The activity in the allowance for doubtful notes receivable is as follows:

	<u>December 31, 2013</u>	<u>December 31, 2012</u> (Successor Basis)	<u>January 31, 2012</u>
Balance at beginning of year	\$ -	\$ -	\$ 1,045,739
Additions charged to bad debt expense	901,140	181,050	519,866
Write-offs charged against allowance	(402,858)	(181,050)	(586,057)
Effective fair value for acquisition	<u>-</u>	<u>-</u>	<u>(979,548)</u>
Balance at end of year	<u>\$ 498,282</u>	<u>\$ -</u>	<u>\$ -</u>

(f) **Inventories**

Inventories, consisting of equipment and cleaning supplies, are stated at the lower of cost (as determined by a method that approximates the first in, first out method) or market. Management performs periodic assessments to determine the existence of obsolete, slow moving, and non-saleable inventories, and records necessary write downs in cost to reduce such inventories to net realizable value.



HARRIS RESEARCH, INC. AND AFFILIATE

Notes to Consolidated Financial Statements

December 31, 2013, December 31, 2012 and January 31, 2012

**(1) Organization and Summary of Significant Accounting Policies - Continued**

**(g) Property and Equipment**

Property and equipment are stated at cost. The Company calculates depreciation using the straight-line method over the following estimated useful lives:

Manufacturing equipment	5 to 7 years
Office equipment	3 to 7 years
Leasehold improvements	7 years
Furniture and fixtures	7 years
Automobiles	5 years

Amortization of leasehold improvements is calculated on the straight-line method over the shorter of the useful lives of the improvements or the term of the lease. Expenditures that materially extend useful lives of property and equipment are capitalized. Routine maintenance, repairs, and renewal costs are expensed as incurred. The cost of property and equipment disposed of and the related accumulated depreciation are removed from the accounts, and any gains or losses are reflected in current operations.

**(h) Deferred Financing Fees**

Deferred financing fees associated with the line of credit, term loans, and subordinated debt are capitalized and amortized to interest expense over the term of the debt using the effective-interest method. When a loan is paid in full, or partially paid, any unamortized deferred financing fees are removed from the related accounts and charged to operations. The unamortized amounts are included in noncurrent assets in the consolidated balance sheets and were \$1,039,002, \$1,413,193 and \$1,738,192 at December 31, 2013, December 31, 2012 and January 31, 2012, respectively.

**(i) Goodwill**

Goodwill represents the excess of purchase price paid over the fair value of net assets acquired in a purchase transaction. Goodwill recorded in the Company's financial statements at December 31, 2013, December 31, 2012 and January 31, 2012 represents amounts pushed down in purchase accounting by the Company's parent, HRI Holdings. Goodwill recorded in the Company's financial statements at January 30, 2011, represents amounts pushed down from the Company's parent when it was owned by Home Depot.

The Company assesses qualitative factors to determine whether it is more likely than not that its fair value is less than its carrying amount as a basis for determining whether it is necessary to perform the two-step goodwill impairment test. The Company first evaluates relevant events and circumstances, such as macroeconomic conditions and the Company's overall financial performance

HARRIS RESEARCH, INC. AND AFFILIATE

Notes to Consolidated Financial Statements

December 31, 2013, December 31, 2012 and January 31, 2012

**(1) Organization and Summary of Significant Accounting Policies – Continued**

**(i) Goodwill - Continued**

to determine whether it is more likely than not that its fair value is less than its carrying amount, including goodwill. If the Company determines that it is not more likely than not that its fair value is less than its carrying amount, the first and second steps of the goodwill impairment test are not necessary. Otherwise, the Company would perform the first step of the two-step goodwill impairment test. As of December 31, 2013, based on the Company's qualitative assessment, the Company determined that it was not more likely than not that its fair value was less than its carrying amount and, therefore, the two-step goodwill impairment test was not necessary. An impairment loss is recognized when the carrying amount of goodwill exceeds its implied fair value.

In accordance with this guidance, the Company performs its impairment testing annually, or whenever events or changes in circumstances indicate the carrying value of goodwill may not be recoverable. Goodwill totaled \$50,022,745 at December 31, 2013, December 31, 2012 and January 31, 2012. HRI Holdings purchased the Company on September 7, 2011 and the value of goodwill was determined when the purchase transaction was recorded at that time. As such, no impairment test was performed for the period September 7, 2011 to January 31, 2012.

There were no impairments to goodwill recorded during the fiscal year ended December 31, 2013, or for the periods February 1, 2012 to December 31, 2012, September 7, 2011 to January 31, 2012 and January 31, 2011 to September 6, 2011.

**(j) Intangible Assets**

Intangible assets have been recorded at their estimated fair values and are amortized on a straight-line basis over the following estimated useful lives:

Franchise agreements	9-13 years
Patents & proprietary formulations	1-14 years
Trade names	16-17 years
Reacquired rights	2-6 years
Noncompete agreements	1-3 years

## HARRIS RESEARCH, INC. AND AFFILIATE

### Notes to Consolidated Financial Statements

December 31, 2013, December 31, 2012 and January 31, 2012

#### **(1) Organization and Summary of Significant Accounting Policies – Continued**

##### **(k) Long-Lived Assets**

The Company regularly evaluates the recoverability of property and equipment and amortizable intangible assets upon a triggering event. An impairment loss, based on discounted future net cash flows, will be recognized if the unamortized costs exceed the expected undiscounted future net cash flows. No impairment losses have been recognized during the fiscal year ended December 31, 2013 or for the periods from February 1, 2012 to December 31, 2012, September 7, 2011 to January 31, 2012 and January 31, 2011 to September 6, 2011.

##### **(l) Income Taxes**

Prior to the Acquisition, the Company filed a consolidated federal income tax return with Home Depot. The provision for income taxes was computed on a separate company basis. Prior to the Acquisition, current taxes payable were reflected in the net payable to affiliates, current.

Subsequent to the Acquisition the Company files a consolidated federal income tax return with HRI Holdings.

Subsequent to the Restructuring Transaction, NHance, Inc. files a separate federal income tax return.

Income taxes are accounted for under the asset and liability method. Deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax basis and operating loss and tax credit carry forwards. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date.

##### **(m) Concentration of Credit Risk**

The Company grants credit to its franchisees for the purchase of initial franchises (in the United States), area franchise rights (outside the United States), and for purchases of cleaning supplies and equipment. Franchises are geographically dispersed throughout the United States, and area franchise rights are geographically dispersed throughout the world. Long-term notes receivable bear more credit risk than regular accounts receivable due to their long-term nature.

Financial instruments that potentially subject the Company to concentrations of credit risk consist principally of cash. At times, the Company's cash balances may exceed the amount of FDIC insurance coverage. The Company, however, does not anticipate nonperformance by the institutions.

HARRIS RESEARCH, INC. AND AFFILIATE

Notes to Consolidated Financial Statements

December 31, 2013, December 31, 2012 and January 31, 2012

**(1) Organization and Summary of Significant Accounting Policies – Continued**

**(n) Variable Interest Entities**

VIEs are entities as defined under ASC 810-10, that in general do not have equity investors with voting rights or that have equity investors that do not provide sufficient financial resources for the entity to support its activities. A controlling financial interest in a VIE is present when a company absorbs a majority of an entity's expected losses, receives a majority of an entity's expected residual returns, or both. The company with a controlling financial interest, known as the primary beneficiary, is required to consolidate the VIE. The Company evaluates all arrangements that may include a variable interest in an entity to determine if it may be the primary beneficiary, and would be required to include the assets, liabilities and operations of a VIE in its consolidated financial statements. The Company evaluates its subsidiaries and any other entities where an variable interest is held in order to determine whether it is the primary beneficiary of the entity, and where it is determined that the Company is the primary beneficiary, the entity is consolidated. As of December 31, 2013, the Company has determined that such an interest exists in NHance.

**(o) Carrying Value of Financial Instruments**

The carrying value of financial instruments, including cash, accounts receivable, and accounts payable, approximate fair value because of the short maturity of these instruments. The carrying value of long-term debt approximates its fair value as the interest is determined based on a variable market rate. The fair value of notes receivable is determined as the present value of future contractual cash flows discounted at an interest rate that reflects the risks inherent in those cash flows. The discount rates range from 8.5% to 16.25% and approximate rates currently observed in publicly traded debt markets for debt of similar terms to individuals with comparable credit risk. As of December 31, 2013, the carrying value of notes receivable approximates fair value.

**(p) Derivative Instruments**

The Company is exposed to interest rate risk related to its indebtedness and at times manages this risk by utilizing derivative instruments including interest rate cap contracts. The Company elects to not use hedge accounting for its derivative instruments and records its derivative instruments at their fair value as either assets or liabilities and records any gains or losses associated with such contracts in interest income or interest expense. The Company considers these derivative instruments to be level two financial instruments, which are financial instruments lacking unadjusted, quoted prices from active market exchanges, including over-the-counter traded financial instruments. The fair values of the interest rate cap and swap agreements are estimated using industry standard valuation models using market-based observable inputs, including interest rate curves.

**(q) Use of Estimates**

The preparation of consolidated financial statements in conformity with U.S. generally accepted accounting principles (GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

HARRIS RESEARCH, INC. AND AFFILIATE

Notes to Consolidated Financial Statements

December 31, 2013, December 31, 2012 and January 31, 2012

**(1) Organization and Summary of Significant Accounting Policies – Continued**

**(r) Equity-based Incentives**

HRI Holdco has awarded equity incentives in the form of Class A service-based option unit (Class A options) grants, Class B performance and market-based option unit (Class B options) grants and Class C performance and market-based option unit (Class C options) grants. Compensation related to Class A options is expensed based on the grant date fair value. Expense for equity-based compensation is recognized in general and administrative for all awards and is recorded net of expected forfeitures.

Compensation related to the Class A option grants is expensed ratably over four years on a straight-line basis over the requisite service period. The Company uses the Black-Scholes option-pricing model to estimate the fair value of these equity awards, which requires the input of highly subjective assumptions, including the expected stock price volatility. Expected volatility for all awards is calculated by averaging the historical volatility of a peer group company index. The risk-free interest rate was based on the U.S. Treasury's rate on the date of grant with respect to the expected life of the award. The expected life of the awards is determined based on management's estimate of the period the awards will remain outstanding.

Compensation related to the Class B options is measured based on the fair value of the award. The Company uses an appropriate model based on the characteristics of the instrument to estimate fair value. Class B options vest upon the occurrence of certain performance and market conditions defined in the grant agreements. As of December 31, 2013, the occurrence of the vesting conditions is not considered probable, therefore, no compensation related to these awards has been recorded.

Compensation related to the Class C options is measured based on the fair value of the award. The Company uses an appropriate model based on the characteristics of the instrument to estimate fair value. Class C options vest upon the occurrence of certain performance and market conditions defined in the grant agreements. As of December 31, 2013, the occurrence of the vesting conditions is not considered probable, therefore, no compensation related to these awards has been recorded.

**(s) Other Comprehensive Income (Loss)**

There are no components of comprehensive income (loss) other than net income (loss).

**(t) Recent Accounting Pronouncements**

The Company has reviewed recently issued accounting standards and based on that review, the Company has concluded that none of these pronouncements will have a significant effect on the Company's financial positions, operations or cash flows.

HARRIS RESEARCH, INC. AND AFFILIATE

Notes to Consolidated Financial Statements

December 31, 2013, December 31, 2012 and January 31, 2012

(2) **Acquisitions**

(a) **Acquisition of Harris Research, Inc.**

Investors, led by Baird Capital Partners, the U.S. based buyout fund of Baird Private Equity, formed HRI Holdings, Inc., as a holding company to facilitate the purchase of Harris Research, Inc. On September 7, 2011, 100% of the shares of Harris were acquired by HRI Holdings. The price paid to the Seller was \$102,562,419, which includes closing costs of the Seller of \$1,543,338. This was subsequently reduced by a working capital adjustment of \$288,680 resulting in the final price of \$102,273,739.

Upon closing, acquisition costs of \$2,532,036 were paid by HRI Holdings. Subsequent to closing, \$819,199 of acquisition costs were paid by the Company. In conjunction with the acquisition, \$42,000,000 of senior term loans and \$18,000,000 of related party subordinated debt were obtained by the Company to facilitate the Acquisition. Aside from trade receivables outstanding from the Seller, all other intercompany balances with the Seller were excluded from the Acquisition. \$1,901,445 of the transaction costs were capitalized as deferred financing costs.

The total investment costs were allocated to Harris's net tangible and identifiable intangible assets based on their estimated fair values as of September 7, 2011, as set forth below, with the excess amount recorded as goodwill. As of January 31, 2012, the purchase price allocation was final.

The allocation of the purchase price was as follows:

Cash	\$	2,250
Accounts Receivable		3,207,870
Inventories		2,513,404
Prepaid Expenses		165,551
Long Term Notes Receivable		4,515,050
Property, Plant, & Equipment		850,670
Intangible Assets		68,070,000
Goodwill		<u>50,022,745</u>
Total assets acquired		129,347,540
Harris Research Liabilities Assumed		(1,583,255)
Deferred Revenue		(173,160)
Deferred Income Taxes		<u>(25,317,386)</u>
Total liabilities assumed		(27,073,801)
Net assets acquired	\$	<u><u>102,273,739</u></u>

## HARRIS RESEARCH, INC. AND AFFILIATE

### Notes to Consolidated Financial Statements

December 31, 2013, December 31, 2012 and January 31, 2012

#### (2) Acquisitions - continued

##### (b) Acquisition of Chem-Dry Canada, Ltd.

In May 2013, the Company acquired the assets of Chem-Dry Canada, Ltd. (CDC) for cash payments totaling \$772,130. In connection with the acquisition, the master franchise agreement that CDC held with Devere was terminated.

The total purchase price was allocated to the Company's net tangible and identifiable intangible assets based on their estimated fair values as set forth below.

The final allocation of the purchase price was as follows:

Inventories	\$	451,012
Equipment		20,000
Reacquired rights		226,000
Notes receivable		<u>75,118</u>
Total assets acquired	\$	<u><u>772,130</u></u>

#### (3) Noncontrolling Interest

The Company applies accounting guidance related to consolidation in determining whether it is the primary beneficiary of a VIE. The Company has determined that it has variable interests in, and is the primary beneficiary of NHance. The assets, liabilities, and results of operations of NHance are included in the Company's consolidated financial statements.

In January 2013, NHance was formed as a separate entity. NHance is wholly owned by HRI Holdco, which is wholly owned by the Company's stockholders. Nhance and Harris maintain payables and receivables to each other for inventory purchases and administrative support services provided by Harris. Nhance shares a location with Harris and relies on Harris employees for a significant amount of its operating tasks. The Company has determined that Harris is the primary beneficiary of NHance due to the implicit variable interest between the entities, because of the common majority ownership between Harris and NHance and because the significant activities and operations performed by Harris.

HARRIS RESEARCH, INC. AND AFFILIATE

Notes to Consolidated Financial Statements

December 31, 2013, December 31, 2012 and January 31, 2012

(3) **Noncontrolling Interest – continued**

The carrying amounts of NHance, net of inter-affiliate balances, consist of the following at December 31, 2013:

	<u>December 31,</u> <u>2013</u>
Current assets	\$ 1,619,145
Noncurrent assets	<u>5,937,413</u>
Total assets	<u><u>7,556,558</u></u>
Current liabilities	606,361
Noncurrent liabilities	<u>2,691,579</u>
Total liabilities	\$ <u><u>3,297,940</u></u>

NHance was not yet formed as of December 31, 2012 and January 31, 2012.

(4) **Inventories**

Inventories consist of the following:

	<u>December 31,</u> <u>2013</u>	<u>December 31,</u> <u>2012</u>	<u>January 31,</u> <u>2012</u>
		<b>(Successor Basis)</b>	
Raw materials	\$ 603,665	\$ 623,431	\$ 614,990
Finished goods	<u>1,730,786</u>	<u>1,299,980</u>	<u>1,017,048</u>
Total inventories	\$ <u><u>2,334,451</u></u>	\$ <u><u>1,923,411</u></u>	\$ <u><u>1,632,038</u></u>



HARRIS RESEARCH, INC. AND AFFILIATE

Notes to Consolidated Financial Statements

December 31, 2013, December 31, 2012 and January 31, 2012

**(5) Long-Term Notes Receivable**

Long-term notes receivable consist of the following:

	<u>December 31, 2013</u>	<u>December 31, 2012</u> (Successor Basis)	<u>January 31, 2012</u>
Amounts due from the sale of franchises and area franchise rights, due in monthly payments, with imputed interest from 11.25% to 16.25%, collateralized by the franchise	\$ 5,817,608	\$ 3,298,348	\$ 3,095,513
Amounts due from the sale of equipment to franchisees, due in monthly payments, including interest or imputed interest from 8.5% to 16%, collateralized by the equipment	2,473,342	1,582,526	1,630,114
Amount due from related party	<u>107,813</u>	<u>104,370</u>	<u>100,000</u>
	8,398,763	4,985,244	4,825,627
Less allowance for doubtful notes	(498,282)	-	-
Total	7,900,481	4,985,244	4,825,627
Less current portion	<u>(2,252,348)</u>	<u>(1,396,875)</u>	<u>(1,197,966)</u>
	<u>\$ 5,648,133</u>	<u>\$ 3,588,369</u>	<u>\$ 3,627,661</u>

**(6) Property and Equipment**

Property and equipment consist of the following:

	<u>December 31, 2013</u>	<u>December 31, 2012</u> (Successor Basis)	<u>January 31, 2012</u>
Manufacturing equipment	\$ 567,656	\$ 507,562	\$ 497,562
Office equipment	1,105,911	260,204	177,219
Leasehold improvements	379,161	379,161	270,751
Furniture and fixtures	171,102	142,113	36,796
Automobiles	<u>64,379</u>	<u>49,048</u>	<u>43,967</u>
	2,288,209	1,338,088	1,026,295
Less accumulated depreciation	<u>(682,628)</u>	<u>(352,385)</u>	<u>(107,456)</u>
	<u>\$ 1,605,581</u>	<u>\$ 985,703</u>	<u>\$ 918,839</u>

HARRIS RESEARCH, INC. AND AFFILIATE

Notes to Consolidated Financial Statements

December 31, 2013, December 31, 2012 and January 31, 2012

**(6) Property and Equipment - Continued**

Depreciation related to property and equipment totaled \$330,243, \$259,940, \$107,536 and \$150,152, for the fiscal year ended December 31, 2013 and for the periods from February 1, 2012 to December 31, 2012, September 7, 2011 to January 31, 2012 and January 31, 2011 to September 6, 2011, respectively.

**(7) Goodwill and Intangible Assets**

The changes in the carrying amount of goodwill were as follows:

Balance as of January 31, 2011	\$	108,733,633
Goodwill adjustment attributable to September 7, 2011 acquisition		<u>(58,710,888)</u>
Balance as of January 31, 2012		50,022,745
Changes in goodwill		—
Balance as of December 31, 2012		50,022,745
Changes in goodwill		<u>—</u>
Balance as of December 31, 2013	\$	<u><u>50,022,745</u></u>

Intangible assets consist of the following:

	<b>Weighted Average Remaining useful life at December 31, 2013</b>	<b>December 31, 2013</b>	<b>December 31, 2012</b>	<b>January 31, 2012</b>
			<b>(Successor Basis)</b>	
Franchise agreements	9.6	\$ 59,620,000	\$ 59,620,000	\$ 59,620,000
Patents & proprietary formulations	5.8	1,140,000	1,140,000	1,140,000
Trade names	13.8	6,730,000	6,730,000	6,730,000
Reacquired rights	4.4	226,000	-	-
Noncompete agreements	0.7	<u>580,000</u>	<u>580,000</u>	<u>580,000</u>
		68,296,000	68,070,000	68,070,000
Less accumulated amortization		<u>(13,597,939)</u>	<u>(7,818,507)</u>	<u>(2,410,807)</u>
		<u>\$ 54,698,061</u>	<u>\$ 60,251,493</u>	<u>\$ 65,659,193</u>

HARRIS RESEARCH, INC. AND AFFILIATE

Notes to Consolidated Financial Statements

December 31, 2013, December 31, 2012 and January 31, 2012

(7) **Goodwill and Intangible Assets - continued**

Amortization of intangible assets totaled \$5,779,432, \$5,407,700, \$2,410,807 and \$2,137,275 for the fiscal year ended December 31, 2013 and for the periods February 1, 2012 to December 31, 2012, September 7, 2011 to January 31, 2012 and January 31, 2011 to September 6, 2011, respectively.

The Company's future amortization of intangible assets is expected to be as follows:

<b>Year Ending December 31:</b>		
2014		\$ 5,694,353
2015		5,621,087
2016		5,596,148
2017		5,571,574
2018		5,569,149
Thereafter		<u>26,645,750</u>
		<u>\$ 54,698,061</u>

(8) **Accrued Liabilities**

Accrued liabilities consist of the following:

	<u>December 31, 2013</u>		<u>December 31, 2012</u> (Successor Basis)		<u>January 31, 2012</u>
Accrued payroll and benefits	\$ 509,849	\$	951,848	\$	493,342
Accrued interest - Term Loan	-		561,914		144,786
Accrued interest - Sub Debt	469,307		460,038		90,943
Accrued convention costs	249,235		127,143		-
Accrued sales tax	370,136		97,327		60,055
Accrued insurance	98,851		-		-
Other	63,819		152,731		52,638
	<u>\$ 1,761,197</u>	\$	<u>2,351,001</u>	\$	<u>841,764</u>

HARRIS RESEARCH, INC. AND AFFILIATE

Notes to Consolidated Financial Statements

December 31, 2013, December 31, 2012 and January 31, 2012

**(9) Long-Term Debt and Revolving Line of Credit**

Long-term debt consists of the following:

	<u>December 31, 2013</u>	<u>December 31, 2012</u> (Successor Basis)	<u>January 31, 2012</u>
Term loan	\$ 35,700,000	\$ 38,745,000	\$ 41,370,000
Senior subordinated debt - related party	18,850,493	18,478,148	18,143,348
Revolving line of credit	<u>3,225,000</u>	<u>-</u>	<u>-</u>
Total	57,775,493	57,223,148	59,513,348
Less: current portion	(6,165,000)	(3,045,000)	(2,625,000)
Long-Term Debt	<u>\$ 51,610,493</u>	<u>\$ 54,178,148</u>	<u>\$ 56,888,348</u>

**Senior Credit Commitment**

On September 7, 2011, the Company entered into a Credit Agreement with a group of lenders with the Bank of Montreal (Administrative Agent). The credit facilities provide for committed, secured financing of \$47,000,000 consisting of the following: a Term Loan in an aggregate principal amount of \$42,000,000 with a final maturity of September 7, 2016, and a Revolver, available for loans and letters of credit, in an aggregate principal amount of up to \$5,000,000 with a final maturity of September 7, 2016. Principal and interest for loans made under the Revolver are payable on September 7, 2016. The Company had \$1,775,000 available on the revolving line of credit at December 31, 2013. Borrowings under the Credit Agreement are secured by substantially all the assets of the Company.

The Term Loan and the Revolver bear interest based on (1) a fluctuating rate per annum equal to the Administrative Agent's Base Rate, subject to a floor of LIBOR plus 1%, plus 3.75%, computed using a 365 or 366 day year, (Base Rate Loan) or (2) an adjusted rate indexed to LIBOR, subject to a floor of 1.5%, plus 4.75% per annum and computed using a 360 day year (Euro Dollar Loan). Interest is payable on base rate loans at the end of each calendar month. Interest is payable on EuroDollar loans on the maturity date of the related individual loan, or 3 months after the commencement of a EuroDollar loan if the applicable Interest Period is longer than 3 months. As of December 31, 2013 the weighted average interest rate on the Term Loan outstanding was 6.25%. There is a fee on any unused Revolver at a rate of 0.5% per annum computed on the basis of a 360 day year. There is also a fronting fee on letters of credit of 0.375% of the face amount of any letters of credit issued. The Company must also pay an annual fee to the Administrative Agent of \$47,000.

## HARRIS RESEARCH, INC. AND AFFILIATE

### Notes to Consolidated Financial Statements

December 31, 2013, December 31, 2012 and January 31, 2012

#### **(9) Long-Term Debt and Revolving Line of Credit - Continued**

The \$42,000,000 Term Loan contains escalating scheduled installment payments of the principal payable quarterly commencing on January 31, 2012 through the maturity date of the Term Loan, at which date the remaining principal balance of the Term Loan is due. The Term Loan and Revolver also contain provisions for optional and mandatory prepayments under certain circumstances, including a calculation of Excess Cash Flow for each fiscal year, as defined in the Credit Agreement. For the period ended December 31, 2013, there was no excess cash flow payment required.

The Company may also voluntarily prepay loans under the Credit Agreement, in whole or in part, without premium or penalty. Any voluntary prepayment of loans will be subject to reimbursement of the lenders' breakage costs in the case of a prepayment of EuroDollar borrowings other than on the last day of the relevant interest period. All borrowings and other extensions of credit under the credit facilities are subject to the satisfaction of customary conditions, including absence of defaults and accuracy in material respects of representations and warranties. The Company's debt is guaranteed by its parent, HRI Holdings and by its subsidiary, Devere. In connection with the Restructuring Transaction, NHance and HRI Holdco are also guarantors to the debt.

#### **Related Party Senior Subordinated Debt**

On September 7, 2011 the Company and Caltius Partners IV, LP, as Subordinated Creditor Representative and Company Shareholder, on behalf of itself and other lenders, entered into an Investment Agreement and issued Senior Subordinated Notes in the aggregate principal amount of \$18,000,000. Amounts outstanding under the Senior Subordinated Notes are subordinated to the first priority, secured Term Loans, with the Bank of Montreal as the Administrative Agent for itself and other lenders.

The Senior Subordinated Notes are due and payable on March 17, 2017, with no prior scheduled payments of principal. The Senior Subordinated Notes also contain provisions for optional and mandatory prepayments under certain circumstances. The Company's debt under the Senior Subordinated Notes is guaranteed by its parent, HRI Holdings and its subsidiary, Devere. It's also secured by substantially all the assets of the Company, however this guarantee and security interest are subordinated to the guarantee and security interest entered into by the Company under the Credit Agreement. In connection with the Restructuring Transaction, NHance and HRI Holdco are also guarantors to the debt.

The Senior Subordinated Notes bear interest at 14% and provide for quarterly payments aggregating 12% on a quarterly basis each October 15th, January 15th, April 15th, and July 15th with the remaining 2% portion (non-cash PIK interest) due under the agreement to be added to the principal balance of the notes and compounded on the quarterly payment dates. Interest added or accrued to the principal balance of the notes totaled \$372,345 for the fiscal year ended December 31, 2013, \$334,800 and for the period February 1, 2012 through December 31, 2012 and \$143,348 from September 7, 2011 through January 31, 2012.

HARRIS RESEARCH, INC. AND AFFILIATE

Notes to Consolidated Financial Statements

December 31, 2013, December 31, 2012 and January 31, 2012

**(9) Long-Term Debt and Revolving Line of Credit - Continued**

**Covenants**

The Credit Agreement and Senior Subordinated Notes contain customary restrictive covenants for facilities and transactions of this type, including, among others, certain limitations on: incurrence of additional debt and guarantees of indebtedness; creation of liens; mergers, consolidations or sales of substantially all of the Company's assets; sales or other dispositions of assets; distributions or dividends and repurchases of its common stock; restricted payments, including without limitation, certain restricted investments, engaging in transactions with the Company's affiliates; and, sale and leaseback transactions. The Credit Agreement and Senior Subordinated Notes also contain certain financial covenants that if not met would be considered an event of default that could result in interest penalties and acceleration of the obligations under the agreements.

**Modification of Long-Term Debt, Revolving Line of Credit and Related Party Senior Subordinated Debt**

On April 23, 2014, the Company amended its Credit Agreement and Related Party Senior Subordinated Debt agreement to waive certain covenants under the current agreements, adjust the schedule of future payments under these agreements and amend certain financial and non-financial covenants in the agreements. In connection with this amendment, the Company agreed to pay an amendment fee in an amount equal to \$50,000 plus 0.25% of the sum of (i) the Revolver's Credit Commitment, and (ii) the outstanding principal amount of the Term Loan on the date of the amendment. This amendment fee is payable no later than December 31, 2014. The modification also temporarily adjusted the Company's non-cash PIK interest percentage. In connection with this amendment, Baird also loaned \$3,000,000 to the Company on a subordinated long-term note, which the Company used to make a payment on its Revolver. HRI Holdco sold warrants to purchase 24,968 common units in connection with this loan.

**Debt Maturities**

Maturities of the debt are as follows:

**Year Ending December 31:**

2014	\$	6,165,000
2015		3,885,000
2016		28,875,000
2017		18,850,493
2018		-
Thereafter		-
	\$	<u>57,775,493</u>

# HARRIS RESEARCH, INC. AND AFFILIATE

## Notes to Consolidated Financial Statements

December 31, 2013, December 31, 2012 and January 31, 2012

### (10) Derivative Financial Instrument

In November 2011, the Company paid \$59,000 to enter into an interest rate cap agreement for a notional amount of \$21 million. This cap agreement allows the Company to manage a portion of its contractual floating rate interest commitments through the expiration of the agreement in October 2014. Pursuant to the agreement, the Company has capped LIBOR at 3.5% with respect to the notional amount of \$21 million. In the event LIBOR exceeds 3.5% the Company will pay interest at the capped rate. In the event LIBOR is less than 3.5%, the Company will pay interest at the prevailing rate of its indebtedness. The fair value of this cap as of December 31, 2013 was \$55,914 and is included as part of prepaid expenses and other current assets in the accompanying consolidated balance sheets.

### (11) Leases

The Company has noncancelable operating leases for buildings and office equipment effective through 2019. The Company subleases certain properties that are not used in its operations. Sublease income was not significant for any of the periods presented.

Future minimum lease payments under noncancelable operating leases, gross of sublease income, as of December 31, 2013, are as follows:

<b>Year Ending December 31:</b>	
2014	\$ 1,224,597
2015	1,199,000
2016	475,689
2017	236,331
2018	106,584
Thereafter	—
	<hr/>
	\$ 3,242,201
	<hr/> <hr/>

Rental expense under these operating lease agreements totaled \$1,262,144, \$1,158,649, \$424,610 and \$630,682 for the fiscal year ended December 31, 2013 and for the periods February 1, 2012 to December 31, 2012, September 7, 2011 to January 31, 2012 and January 31, 2011 to September 6, 2011, respectively. Certain of the Company's leases contain escalation clauses and renewal options. Rent expense is recognized on a straight-line basis over the life of the lease.

HARRIS RESEARCH, INC. AND AFFILIATE

Notes to Consolidated Financial Statements

December 31, 2013, December 31, 2012 and January 31, 2012

**(12) Income Taxes**

The provision for income taxes (benefit) consists of the following:

	<u>Fiscal Year ended December 31, 2013</u>	<u>Period from February 1, 2012 to December 31, 2012 (Successor Basis)</u>	<u>Period from September 7, 2011 to January 31, 2012</u>	<u>Period from January 31, 2011 to September 6, 2011 (Predecessor Basis)</u>
Current tax provision	\$ 1,306,640	\$ 2,099,700	\$ 954,182	\$ 1,466,952
Deferred tax provision	(1,634,602)	(2,138,295)	(1,293,698)	(129,770)
	<u>\$ (327,962)</u>	<u>\$ (38,595)</u>	<u>\$ (339,516)</u>	<u>\$ 1,337,182</u>

The provision for income taxes (benefit) is different from the provision computed by applying the statutory federal income tax rate of 34% for the fiscal year ended December 31, 2013 and for the periods February 1, 2012 to December 31, 2012, September 7, 2011 to January 31, 2012 and January 31, 2011 to September 6, 2011 as follows:

	<u>Fiscal year ended December 31, 2013</u>	<u>Period from February 1, 2012 to December 31, 2012 (Successor Basis)</u>	<u>Period from September 7, 2011 to January 31, 2012</u>	<u>Period from January 31, 2011 to September 6, 2011 (Predecessor Basis)</u>
Provision at statutory rate	\$ (215,885)	\$ (233,340)	\$ (729,627)	\$ 1,162,414
State income taxes (benefit) (net of federal benefit)	(10,800)	127,063	(39,543)	217,386
Transaction costs	-	-	453,958	-
Other	(101,277)	67,682	(24,304)	(42,618)
Provision (benefit) for income taxes	<u>\$ (327,962)</u>	<u>\$ (38,595)</u>	<u>\$ (339,516)</u>	<u>\$ 1,337,182</u>



HARRIS RESEARCH, INC. AND AFFILIATE

Notes to Consolidated Financial Statements

December 31, 2013, December 31, 2012 and January 31, 2012

**(12) Income Taxes - Continued**

The net deferred income tax assets and liabilities are as follows:

	<u>December 31, 2013</u>	<u>December 31, 2012</u> (Successor Basis)	<u>January 31, 2012</u>
Net current deferred income tax assets and liabilities:			
Accounts and notes receivable	\$ 544,953	\$ 722,801	\$ 665,580
Inventories	136,682	135,798	133,860
Accrued liabilities	101,158	249,279	48,916
Foreign tax credit	-	-	19,042
Deferred revenues	-	28,016	62,104
	<u>782,793</u>	<u>1,135,894</u>	<u>929,502</u>
Net long-term deferred income tax assets and liabilities:			
Property and equipment and intangible assets	(21,436,097)	(23,484,690)	(25,300,128)
Long-term notes receivable	345,655	423,796	346,938
Equity-based compensation	30,072	5,991	-
State depreciation	6,187	12,468	-
Deferred rent	20,421	21,148	-
Other	177	-	-
	<u>(21,033,585)</u>	<u>(23,021,287)</u>	<u>(24,953,190)</u>
Net deferred income tax liabilities, long-term	<u>(21,033,585)</u>	<u>(23,021,287)</u>	<u>(24,953,190)</u>
Total net deferred tax liability	\$ <u>(20,250,792)</u>	\$ <u>(21,885,393)</u>	\$ <u>(24,023,688)</u>

None of the Company's goodwill is considered deductible for tax purposes.

The Company has no unrecognized tax positions or interest and penalties as of December 31, 2013, December 31, 2012 and January 31, 2012.

## HARRIS RESEARCH, INC. AND AFFILIATE

### Notes to Consolidated Financial Statements

December 31, 2013, December 31, 2012 and January 31, 2012

#### **(12) Income Taxes - Continued**

In assessing the realizability of deferred tax assets, management considers whether it is more likely than not that some portion or all of the deferred tax assets will not be realized. The ultimate realization of deferred tax assets is dependent upon the generation of future taxable income during the periods in which those temporary differences become deductible. Management considers the scheduled reversal of deferred tax liabilities, (including the impact of available carryback and carryforward periods), projected future taxable income, and tax-planning strategies in making this assessment. Based upon the level of historical taxable income and projections for future taxable income over the periods in which the deferred tax assets are deductible, management believes it is more likely than not that the Company will realize benefits of these deductible differences.

The Company evaluates the tax positions taken or expected to be taken in the course of preparing the Company's tax returns to determine whether the tax positions will be sustained by the applicable tax authority. The Company has determined that there is no tax liability resulting from unrecognized tax benefits related to uncertain income tax positions taken or expected to be taken on the tax return for the period ended December 31, 2013. A reconciliation is not provided herein, as the beginning and ending amounts of unrecognized benefits are zero, with no interim additions, reductions, or settlements. There are no tax returns that are currently under examination. Tax years that remain subject to examination are years 2010 and forward.

#### **(13) Equity-Based Incentives**

In February 2012, the Board of Directors approved the HRI Holdings, Inc. 2012 Management Equity Compensation Plan (Plan) to attract and retain personnel, provide additional incentive to Plan participants to promote the success of the Company's business by offering them an opportunity to participate in the Company's future performance through awards of stock option grants. The Plan only permitted grants of options to purchase shares of HRI Holdings' common stock.

In connection with the Restructuring Transaction, all outstanding equity-based awards were cancelled and replaced with equity awards of HRI Holdco. These replacement awards do not change the positions of the holder, but instead are an equal replacement and exchange.

Options generally have a contractual term of 10 years. As of December 31, 2013, 61,636 shares of common units were reserved under the Plan and 1,644 were available for issuance.

#### **2013 Modification**

As mentioned above, in connection with the Restructuring Transaction, equity awards issued by HRI Holdings, Inc. were cancelled and replaced with equity awards issued by HRI Holdco. This cancellation and replacement of equity units, which impacted seven executives of the Company and was accounted for as a modification, was completed so that holders of equity awards remained whole after the Restructuring Transaction. There were no changes to unit awards granted, vesting conditions or other terms of these awards pre- and post-modification. The impact of this modification on equity-based compensation for the year ended December 31, 2013 was inconsequential and the Company has updated its total compensation expense to be recognized in future periods for the impact of this modification, which was an increase of \$170,730.

HARRIS RESEARCH, INC. AND AFFILIATE

Notes to Consolidated Financial Statements

December 31, 2013, December 31, 2012 and January 31, 2012

**(13) Equity-Based Incentives - Continued**

Class A options vest in four equal installments beginning on the first anniversary of the date of grant subject to the grantee continuing to provide services to the Company. Option holders who separate from the Company during the vesting period forfeit the unvested options.

Class B options and Class C options vest and become exercisable upon the satisfaction of specified performance and market conditions as set forth in the option agreements. Option holders who separate from the Company during the vesting period forfeit the unvested options.

The following table includes weighted-average assumptions that were used to calculate the fair value of the option awards granted during the periods ended December 31, 2013 and 2012.

	<u>Period ended December 31, 2013</u>	<u>Period ended December 31, 2012</u>
Expected volatility	35.9%	36.2% - 39.2%
Risk-free interest rate	1.42%	1.03% - 1.60%
Expected life	7 years	7 years
Dividend yield	-	-

**Class A Options**

The weighted average grant date fair value of Class A options granted during the period ended December 31, 2013 was \$3.97. A summary of the Company's Class A option activity is as follows:

	<u>2013</u>	
	<u>Awards</u>	<u>Weighted-average Exercise Price</u>
Outstanding - beginning of period	23,595	\$ 10.00
Granted	1,541	10.00
Exercised	-	-
Expired/forfeited	-	-
Outstanding - end of period	<u>25,136</u>	<u>\$ 10.00</u>
Options exercisable at period end	<u>8,936</u>	<u>\$ 10.00</u>

HARRIS RESEARCH, INC. AND AFFILIATE

Notes to Consolidated Financial Statements

December 31, 2013, December 31, 2012 and January 31, 2012

(13) Equity-Based Incentives - Continued

Class A Options - Continued

The following table summarizes information about Class A options as of December 31, 2013:

Exercise Price	Options Outstanding		Options Exercisable	
	Shares	Average Remaining Contract Life	Shares	Average Remaining Contract Life
\$ 10.00	25,136	7.97	8,936	7.82

The Company recognized \$62,056 and \$15,444 of compensation expense related to these awards during the fiscal year ended December 31, 2013 and for the period February 1, 2012 to December 31, 2012. As of December 31, 2013, total compensation expense that will be recorded in future periods for unvested options is \$98,011 over a weighted average period of 2.6 years. The noncash equity-based compensation expense associated with the Class A options is pushed down from HRI Holdco and recorded in the Company's consolidated financial statements. No Class A options had been exercised as of December 31, 2013.

Class B Options

The weighted average grant date fair value of Class B options granted during the period ended December 31, 2013 was \$3.97. A summary of the Company's Class B option activity is as follows:

	2013	
	Awards	Weighted-average Exercise Price
Outstanding - beginning of period	23,595	\$ 10.00
Granted	1,541	10.00
Exercised	-	-
Expired/forfeited	-	-
Outstanding - end of period	25,136	\$ 10.00
Options exercisable at period end	-	\$ -

HARRIS RESEARCH, INC. AND AFFILIATE

Notes to Consolidated Financial Statements

December 31, 2013, December 31, 2012 and January 31, 2012

(13) Equity-Based Incentives - Continued

**Class B Options - Continued**

The following table summarizes information about Class B options as of December 31, 2013:

<u>Exercise Price</u>	<u>Options Outstanding</u>		<u>Options Exercisable</u>	
	<u>Shares</u>	<u>Average Remaining Contract Life</u>	<u>Shares</u>	<u>Average Remaining Contract Life</u>
\$ 10.00	25,136	7.97	-	-

No compensation expense has been recognized for the Class B options during the fiscal year ended December 31, 2013 or for the period February 1, 2012 through December 31, 2012 as achievement of vesting conditions is not probable. As of December 31, 2013, unrecorded expense related to Class B options is \$175,511. No Class B options had been exercised as of December 31, 2013.

**Class C Options**

A summary of the Company's Class C option activity is as follows:

	<u>2013</u>	
	<u>Awards</u>	<u>Weighted-average Exercise Price</u>
Outstanding - beginning of period	9,720	\$ 10.00
Granted	-	-
Exercised	-	-
Expired/forfeited	-	-
Outstanding - end of period	<u>9,720</u>	<u>\$ 10.00</u>
Options exercisable at period end	<u>-</u>	<u>\$ -</u>

HARRIS RESEARCH, INC. AND AFFILIATE

Notes to Consolidated Financial Statements

December 31, 2013, December 31, 2012 and January 31, 2012

**(13) Equity-Based Incentives - Continued**

**Class C Options - Continued**

The following table summarizes information about Class C options as of December 31, 2013:

<u>Exercise Price</u>	<u>Options Outstanding</u>		<u>Options Exercisable</u>	
	<u>Shares</u>	<u>Average Remaining Contract Life</u>	<u>Shares</u>	<u>Average Remaining Contract Life</u>
\$ <u>10.00</u>	<u>9,720</u>	<u>7.58</u>	<u>-</u>	<u>-</u>

No compensation expense has been recognized for the Class C options during the fiscal year ended December 31, 2013 or for the period February 1, 2012 through December 31, 2012 as achievement of vesting conditions is not probable. As of December 31, 2013, unrecorded expense related to Class C options is \$70,987. No Class C options had been exercised as of December 31, 2013.

**Predecessor Basis Equity-Based Compensation Plan**

When the Company was owned by Home Depot, certain executives of the Company were awarded equity-based compensation in the form of restricted stock in Home Depot. The related equity-based compensation plan was administered by Home Depot and the Company recorded the related compensation expense of \$550,222 for the period January 31, 2011 to September 6, 2011, which was based on the amount determined and pushed down by Home Depot for those employees of the Company.

Except for certain executives whose restricted stock unit awards were vested on a pro-rata basis based on original vesting terms, vesting for all outstanding restricted stock unit awards was accelerated immediately preceding the Acquisition.

**(14) Related-Party Transactions**

Prior to the Acquisition, the Company was a wholly owned subsidiary of Home Depot and sold retail-cleaning merchandise to Home Depot in Home Depot stores. Such sales for the period from January 31, 2011 to September 6, 2011 were \$94,719. The Company also provided cleaning services for facilities of Home Depot. Revenues for such services from January 31, 2011 to September 6, 2011 were \$13,780.

During 2013 and 2012, the Company received cash of \$25,000 and \$200,000, respectively, from purchasers of HRI Holdings common stock on behalf of HRI Holdings. During 2012, the Company paid \$80,250 of cash dividends to holders of HRI Holdings common stock on behalf of HRI

HARRIS RESEARCH, INC. AND AFFILIATE

Notes to Consolidated Financial Statements

December 31, 2013, December 31, 2012 and January 31, 2012

**(14) Related-Party Transactions - Continued**

Holdings for administrative convenience. These transactions are reflected on the consolidated balance sheet in net payable to affiliate, long-term, as follows:

	<u>December 31, 2013</u>		<u>December 31, 2012</u> (Successor Basis)		<u>January 31, 2012</u>
Net noncurrent payable to HRI Holdings:					
Noncurrent receivable from HRI Holdings \$	80,250	\$	80,250	\$	-
Noncurrent payable to HRI Holdings	<u>(225,000)</u>		<u>(200,000)</u>		<u>-</u>
	<u>\$ (144,750)</u>	\$	<u>(119,750)</u>	\$	<u>-</u>

Additionally, HRI Holdings contributed additional paid-in capital for compensation expense related to equity-based awards.

In connection with the Acquisition, the Company issued \$18,000,000 14% Senior Subordinated Notes to a shareholder on September 7, 2011 as discussed in Note 9. The Company paid \$2,224,793, \$1,639,708 and \$769,139 for interest related to these notes during the fiscal year ended December 31, 2013 and for the periods February 1, 2012 to December 31, 2012 and September 7, 2011 to January 31, 2012, respectively.

In connection with the Acquisition, the Company also entered into a professional services agreement with an affiliate of Baird at the time of the Acquisition. Under this professional services agreement, the Company paid a one-time fee to HRI Holdings' parent of \$500,000 during the period September 7, 2011 to January 31, 2012 and is required to make quarterly payments of \$75,000 for an initial term of five years, subject to automatic annual extensions on an annual basis subsequent to the initial term unless a written termination notice is given. In addition, the Company reimburses HRI Holdings' parent for expenses incurred. Under this agreement, the Company recorded professional fees and expenses of \$368,119 and \$295,220 for the fiscal year ended December 31, 2013 and for the period February 1, 2012 to December 31, 2012 in the consolidated statement of income (loss) as general and administrative expense. For the period September 7, 2011 to January 31, 2012, the Company recorded professional fees and expenses of \$708,712 under this agreement in the consolidated statement of income (loss), of which \$559,464 were included in other income (expense) as transaction costs and \$149,248 were included in general and administrative expenses.

In connection with the Acquisition, the Company's CEO acquired a \$500,000 interest in HRI Holdings. \$400,000 of this interest was in exchange for cash and the remaining \$100,000 was in exchange for a \$100,000 note payable to the Company. This \$100,000 note, which is included in the Company's long-term note receivable balance, accrues interest at a rate per annum equal to the prime rate published by The Wall Street Journal. All interest on this note is capitalized and added to the outstanding principal amount of the note. The principal amount of the note, together with all accrued and unpaid interest, is payable to the Company on the earlier of (1) the date that a liquidity event occurs or (2) the seventh anniversary date of the note. As of December 31, 2013 and December 31,

## HARRIS RESEARCH, INC. AND AFFILIATE

### Notes to Consolidated Financial Statements

December 31, 2013, December 31, 2012 and January 31, 2012

#### **(14) Related-Party Transactions - Continued**

2012, the amount of the note payable including accrued interest was \$107,813 and \$104,370, respectively.

A shareholder provided professional management services for approximately two months following the Acquisition and was paid total fees and expenses of \$66,275.

#### **(15) Commitments and Contingencies**

The Company is involved in various legal actions arising in the normal course of business. After taking into consideration legal counsels' evaluation of such actions, management is of the opinion that the outcome will not have a material impact on the Company's consolidated financial position or results of operations.

#### **(16) 401(k) Retirement Plan**

The Company sponsors a 401(k) retirement plan for its employees whereby qualified employees may elect to defer up to 50% of their compensation and contribute it to the plan. The Company makes matching contributions based on the employees' contributions. For the first 1% of pay that an employee contributes, the Company matches 150%. For up to the next 4% that an employee contributes, the Company matches 50%, up to the limits allowed under the Internal Revenue code. The Company, at its discretion, may also make additional voluntary employer contributions to the plan. Participants are always 100% vested in their voluntary contributions. Employer contributions and gains/losses credited thereon are 100% vested after three years of credited service. Company contributions were \$77,744, \$81,569 and \$39,691 for the fiscal year ended December 31, 2013 and for the periods February 1, 2012 through December 31, 2012 and September 7, 2011 through January 31, 2012, respectively.

Prior to the Acquisition on September 6, 2011, the Company participated in a retirement plan sponsored by Home Depot whereby qualified employees could elect to defer up to 50% of their compensation and contribute it to the plan. The Company made matching contributions based on the employees' contributions. For the first 1% of pay that an employee contributed, the Company matched 150%. For up to the next 4% that an employee contributed, the Company matched 50%. Under the terms of the plan, all Company contributions were 100% vested upon the Acquisition for any employees who remained employed as of that date. Company contributions were \$60,469 for the period January 31, 2011 to September 6, 2011.

#### **(17) Subsequent Events**

The Company has evaluated subsequent events through April 23, 2014, the date the consolidated financial statements were available to be issued, and has determined that there are no subsequent events that have occurred that require disclosure other than the debt modification discussed in Note 9.



EXHIBIT J  
State Addendums

ADDENDUM TO DISCLOSURE DOCUMENT FOR  
THE STATE OF ILLINOIS

The following information applies to franchises and Franchisees subject to the Illinois Disclosure Act of 1987.

1. Cover Page

A. The risk factors stated on this cover page may be affected by Illinois law, 815 ILCS §§ 705/4 and 705/41, pertaining to jurisdiction, venue and waiver of rights.

2. Item 17

A. The conditions under which your franchise may be terminated or not renewed may be affected by Illinois law, 815 ILCS §§ 705/19 and 705/20.

B. Item 17v and 17w, under the heading “Renewal, Termination, Transfer and Dispute Resolution”, is amended to provide as follows:

“Illinois law applies.”

ADDENDUM TO THE FRANCHISE AGREEMENT  
FOR THE STATE OF ILLINOIS

This Addendum relates to franchises sold in the state of Illinois and is intended to comply with Illinois statutes and regulations. In consideration of the execution of the Franchise Agreement (the "Agreement"), Harris Research, Inc. ("HRI") and Franchisee agree to amend the Agreement as follows:

1. Sections 14 and 15 of the Agreement regarding nonrenewal and termination is amended as follows:

The conditions under which your franchise may be terminated or not renewed may be affected by Illinois law, 815 ILCS §§ 705/19 and 705/20.

2. Section 17.L. of the Agreement is deleted in its entirety and replaced as follows:

Any and all claims, except claims for monies due HRI, arising out of or relating to this Agreement or the relationship among the parties hereto, excluding any claims arising under the Illinois Franchise Disclosure Act, shall be barred unless an action or legal or arbitration proceeding is commenced within one (1) year from the date FRANCHISEE or HRI knew or should have known of the facts giving rise to such claims.

3. Section 17.G. of the Agreement is deleted in its entirety and replaced as follows:

This Agreement, the franchise, and the relationship of the parties will be governed by the internal laws of the state of Tennessee, except to the extent governed by the United States Trademark, Act of 1946 (Lanham Act, 15 U.S.C. §§ 1051 et. seq.) and except for any claims arising out of the Illinois Franchise Disclosure Act of 1987 and except that all issues relating to arbitrability or the enforcement of interpretation of the agreement to arbitrate as described in Section 15F will be governed by the United States Arbitration act (9 U.S.C. § 1 et. seq.) and the Federal Common Law relating to arbitration.

4. Section 17.H. of the Agreement is deleted in its entirety.

5. The following language is added to the Agreement as the last paragraph in Section 17:

Section 41 of the Illinois Franchise Disclosure Act states that any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of the Illinois Franchise Disclosure Act is void.

6. In all other respects, the Agreement will be construed and enforced according to its terms.

FRANCHISEE

HARRIS RESEARCH, INC.

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT  
FOR THE STATE OF MINNESOTA

This Addendum relates to franchises and franchisees subject to the Minnesota Franchise Act.

1. Item 13 is amended as follows:

HRI will protect the FRANCHISEE'S right to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the FRANCHISEE from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

2. Item 17 is amended as follows:

With respect to franchises governed by Minnesota law, HRI will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that a FRANCHISEE be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the Agreement.

Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J, prohibits HRI from requiring litigation, to be conducted outside Minnesota. In addition, nothing in the Disclosure Document or agreement can abrogate, reduce or otherwise waive any of the Franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or FRANCHISEE'S right to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

ADDENDUM TO THE FRANCHISE AGREEMENT  
FOR THE STATE OF MINNESOTA

This Addendum relates to franchises sold in the state of Minnesota and is intended to comply with Minnesota statutes and regulations. In consideration of the execution of the Franchise Agreement (the "Agreement"), Harris Research, Inc. ("HRI") and FRANCHISEE agree to amend the Agreement as follows:

1. Section 4 of the Agreement is amended by adding the following language:

HRI will protect the FRANCHISEE'S right to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the FRANCHISEE from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

2. Sections 14.B. and 15 of the Agreement are amended by adding the following language:

With respect to franchises governed by Minnesota law, HRI will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that a FRANCHISEE be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the Agreement.

3. Section 17 of the Agreement is amended by adding the following language:

Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J, prohibits HRI from requiring litigation, to be conducted outside Minnesota. In addition, nothing in the Disclosure Document or agreement can abrogate, reduce or otherwise waive any of the Franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or FRANCHISEE'S right to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

4. In all other respects, the Agreement will be construed and enforced according to its terms.

FRANCHISEE

\_\_\_\_\_  
\_\_\_\_\_

HARRIS RESEARCH, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ADDENDUM TO THE FRANCHISE AGREEMENT  
FOR THE STATE OF NORTH DAKOTA

This Addendum relates to franchises sold in the state of North Dakota and is intended to comply with North Dakota statutes and regulations. In consideration of the execution of the Franchise Agreement (the "Agreement"), Harris Research, Inc. ("HRI") and Franchisee agree to amend the Agreement as follows:

1. North Dakota Century Code Section 9-08-06 states "Every contract by which anyone is restrained from exercising a lawful profession, trade, or business of any kind is to that extent void, except: 1) One who sells the goodwill of a business may agree with the buyer to refrain from carrying on a similar business within a specified county, city, or a part of either, so long as the buyer or any person deriving title to the goodwill from him carries on a like business therein and 2) Partners, upon or in anticipation of a dissolution of the partnership business has been transacted, or within a specified part thereof."

2. Any provision of the Agreement requiring the Franchisee to execute a release in a format designated by HRI is unenforceable with regard to claims arising under the North Dakota Franchise Investment Law.

3. Section 17 of the Agreement is amended by adding the following language:

A. Any provision of the Agreement which requires the Franchisee to consent to waiver of exemplary and punitive damages is unenforceable pursuant to Section 51-19-09 of the North Dakota Franchise Investment Law.

B. Arbitration and mediation proceedings will be conducted at a site agreeable to all parties.

C. The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorneys' fees.

D. The venue of any litigation arising out of the franchise relationship between Franchisee and HRI will be within the state of North Dakota.

E. Both Franchisor and Franchisee will be allowed the option of a jury trial.

4. In all other respects, the Agreement will be construed and enforced according to its terms.

FRANCHISEE

HARRIS RESEARCH, INC.

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT  
FOR THE STATE OF RHODE ISLAND

This Addendum relates to franchises and franchisees subject to the Rhode Island Franchise Act.

1. Item 17 is amended as follows:

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

ADDENDUM TO THE FRANCHISE AGREEMENT  
FOR THE STATE OF RHODE ISLAND

This Addendum relates to franchises sold in the state of Rhode Island and is intended to comply with Rhode Island statutes and regulations. In consideration of the execution of the Franchise Agreement (the "Agreement"), Harris Research, Inc. ("HRI") and Franchisee agree to amend the Agreement as follows:

1. Section 17 of the Agreement is amended by adding the following language:

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

2. In all other respects, the Agreement will be construed and enforced according to its terms.

FRANCHISEE

\_\_\_\_\_  
\_\_\_\_\_

HARRIS RESEARCH, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



ADDENDUM TO THE VIRGINIA  
FRANCHISE DISCLOSURE DOCUMENT

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

ADDENDUM TO THE FRANCHISE AGREEMENT  
FOR THE STATE OF WASHINGTON

The state of Washington has a statute, RCW 19.100.180 which may supersede the Franchise Agreement in your relationship with the Franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the Franchise Agreement in your relationship with the Franchisor including the areas of termination and renewal of your franchise.

In any arbitration involving a franchise purchased in the State of Washington, the arbitration site shall be, but only if required by the Act to the extent such requirement is not preempted by the Federal Arbitration Act, in the State of Washington, or in a place mutually agreed upon by the parties at the time of the arbitration, or as determined by the arbitrator.

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

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

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

The undersigned does hereby acknowledge receipt of this Addendum.

FRANCHISEE

\_\_\_\_\_  
\_\_\_\_\_

HARRIS RESEARCH, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT  
FOR THE STATE OF WISCONSIN

This Addendum relates to franchises sold in the state of Wisconsin and is intended to comply with Wisconsin statutes and regulations.

1. Item 17 is amended as follows:

The Wisconsin Fair Dealership Law supersedes any provisions of the Franchisee's Franchise Agreement inconsistent with that law.

ADDENDUM TO THE FRANCHISE AGREEMENT  
FOR THE STATE OF WISCONSIN

This Addendum relates to franchises sold in the state of Wisconsin and is intended to comply with Wisconsin statutes and regulations. In consideration of the execution of the Franchise Agreement (the "Agreement"), Harris Research, Inc. ("HRI") and Franchisee agree to amend the Agreement as follows:

1. The Wisconsin Fair Dealership Law supersedes any provisions of the Franchisee's Franchise Agreement inconsistent with that law.
2. In all other respects, the Agreement will be construed and enforced according to its terms.

FRANCHISEE

\_\_\_\_\_

\_\_\_\_\_

HARRIS RESEARCH, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT K

Aztec Financial Contracts



Lessee:  
Sample Contract  
221 B Baker Street  
London, UK 84054

Equipment Supplier:  
ILS of Gotham City  
221 B. Baker Street  
Gotham City, IL 10244

Lessor:  
Aztec Financial, Inc.  
4282 S. 590 W.  
Salt Lake City, UT 84123

Lease #:  
ZZZZZZ

**Equipment Location: 93 Diagon Alley London, TX 84054 Hereford County**

	Payments are subject to applicable sales tax.	Term of Lease	Security Deposit	End of lease option(s):
<b>TERMS</b>	Payments 1 - 60: \$504.00	60 Months	\$0.00	Purchase Equipment for \$1.00. plus applicable tax

1. LEASE. Lessee hereby leases from Lessor and Lessor leases to Lessee, the personal property described on Schedule A attached hereto, together with any replacement parts, additions, repairs or accessories now or hereafter incorporated therein or affixed thereto, hereinafter referred to as the "Equipment" and acknowledges that if a vehicle or trailer are involved in this lease, whether collateral or part hereof, all future references to Equipment are inclusive of each such Vehicle and Trailers where applicable.
2. DISCLAIMER OF WARRANTIES AND CLAIMS: LIMITATION OF REMEDIES. THERE ARE NO WARRANTIES BY OR ON BEHALF OF LESSOR. Lessee acknowledges and agrees by his signature below as follows: (a) LESSOR MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED AS TO THE CONDITION OF THE EQUIPMENT, ITS FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE, ITS DESIGN, ITS CAPACITY, ITS QUALITY, OR WITH RESPECT TO ANY CHARACTERISTICS OF THE EQUIPMENT; (b) Lessee has fully inspected the Equipment which it has requested Lessor to acquire and lease to Lessee, and the Equipment is in good condition and to Lessee's complete satisfaction; (c) Lessee leases the Equipment "as is" and with all faults; (d) Lessee specifically acknowledges that the Equipment is leased to Lessee solely for commercial purposes and not for personal, family, household, or agricultural purposes; (e) If the Equipment does not operate as represented or warranted by the supplier or manufacturer, or is unsatisfactory for any reason, Lessee's only remedy, if any, shall be against the supplier or manufacture of the Equipment and not against Lessor; (f) Provided Lessee is not in default under this Lease, Lessor assigns to Lessee any warranties made by the supplier or the manufacture of the Equipment; (g) LESSEE SHALL HAVE NO REMEDY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES AGAINST LESSOR; and (h) Lessee shall hold Lessor harmless from any and all liability arising out of the lessee's operation or use of the Equipment; and (i) NO DEFECT, DAMAGE, OR UNFITNESS OF THE EQUIPMENT FOR ANY PURPOSE SHALL RELIEVE LESSEE OF THE OBLIGATION TO PAY RENT OR RELIEVE LESSEE OF ANY OTHER OBLIGATION OWED TO LESSOR UNDER THIS LEASE.
3. STATUTORY FINANCE LEASE: Lessee agrees and acknowledges that it is the intent of both parties to this Lease that it qualify as a statutory finance lease under Article 2A of the Uniform Commercial Code as adopted in Utah. Lessee acknowledges and agrees that Lessee has selected both: (1) the Equipment; and (2) the supplier from whom Lessor is to purchase the Equipment. Lessee acknowledges that Lessor has not participated in any way in Lessee's selection of the Equipment or of the supplier, and Lessor has not selected, manufactured, or supplied the Equipment. LESSEE IS ADVISED THAT IT MAY HAVE RIGHTS UNDER THE CONTRACT EVIDENCING THE LESSOR'S PURCHASE OF THE EQUIPMENT FROM THE SUPPLIER CHOSEN BY LESSEE AND THAT LESSEE SHOULD CONTACT THE SUPPLIER OF THE EQUIPMENT FOR A DESCRIPTION OF ANY SUCH RIGHTS.
4. RENTAL PAYMENTS. Lessee agrees to pay the total rent equal to the "Amount of Each Payment" multiplied by the number of payments as outlined herein. Payments will be made in advance and periodically. Payments and notices shall be made and given by Lessee at 542 West Confluence Ave., Salt Lake City, Utah 84123, or as otherwise directed by Lessor. Lessee shall not abate, set off, deduct any amount, or reduce any payment for any reason. The first payment shall be due on the date of acceptance of the Equipment by Lessee, and subsequent payments shall be due each month on the date specified by Lessor for the term of the lease. (a) THIS LEASE IS NOT CANCELABLE OR TERMINABLE BY LESSEE EXCEPT AS OUTLINED HEREIN. Provided Lessee is not in default of lease terms, Lessor agrees to accept an early cancellation of this Lease in an amount equal to the equivalent amortized principal balance calculated as if this lease were a loan, plus any accrued and unpaid charges. (b) LESSEE UNDERSTANDS AND ACKNOWLEDGES THAT NO BROKER OR SUPPLIER, IS AN AGENT OF LESSOR AND IS NOT AUTHORIZED TO WAIVE OR ALTER TERM OR CONDITION OF THIS LEASE, AND NO REPRESENTATION AS TO THE EQUIPMENT OR ANY OTHER MATTER BY BROKER OR SUPPLIER OR THEIR AGENT, SHALL IN ANY WAY EFFECT LESSEE'S DUTY TO PAY THE RENTAL AND TO PERFORM LESSEE'S OBLIGATIONS SET FORTH IN THIS LEASE
5. CHOICE OF LAW, JURISDICTION, VENUE, LIMITATIONS, AND NON-JURY TRIAL. THIS LEASE AND ALL RELATED DOCUMENTS TO WHICH LESSOR IS A PARTY AND ALL RELATED CLAIMS AND CAUSES OF ACTION SHALL BE GOVERNED BY THE LAWS OF THE STATE OF UTAH. LESSOR AND LESSEE CONSENT AND AGREE TO JURISDICTION AND VENUE IN ANY STATE OR LOCAL COURT LOCATED IN SALT LAKE COUNTY, UT AND ANY CORRESPONDING FEDERAL AND BANKRUPTCY COURT AND LESSOR AND LESSEE WAIVE ANY AND ALL OBJECTIONS RELATING, TO IMPROPER VENUE OR FORUM NON CONVIENS. ALL LEGAL ACTION BY LESSEE IN ANY WAY RELATED TO THIS LEASE AND/OR EQUIPMENT SHALL BE FILED BY LESSEE SOLELY IN ANY STATE OR LOCAL COURT LOCATED IN SALT LAKE COUNTY, UTAH AND ANY CORRESPONDING FEDERAL AND BANKRUPTCY COURT. The foregoing forum selection provision shall not prohibit Lessor from pursuing legal recourse in any other court where jurisdiction may be proper. Lessor's assertion or reliance upon federal law or the law of any state[s] other than the state specified above shall not be a waiver of the foregoing choice of law provision.
6. SECURITY DEPOSIT. As security for the prompt and full payment of the amounts due hereunder, and Lessee's complete performance of all its obligations under this Lease, and any extension or renewal hereof, Lessee has deposited with Lessor the security amount set forth in the section shown as "Security Deposit". In the event any default shall be made in the performance of any of Lessee's obligations under this Lease, Lessor shall have the right, but shall not be obligated, to apply such portion of the security deposit as may be necessary for curing such default. On the expiration or earlier termination or cancellation of this Lease, or any extension or renewal hereof, provided Lessee has paid all of any unpaid rent in a prompt and timely manner as called for and has fully performed all other provisions of the Lease, Lessor will return to the Lessee any then remaining balance of said security deposit, without interest. Said security deposit may be co-mingled with Lessor's other funds. Late payments and/or other lease default issues can result in forfeiture or partial forfeiture of said security deposit.
7. LOCATION. The Equipment shall be kept at the location specified above or, if none is specified, at Lessee's address as set forth above and shall not be removed without Lessor's prior written consent
8. INSURANCE AND LIENS. Lessee shall provide and maintain insurance against loss, theft, damage, or destruction of the Equipment in an amount of not less than the full replacement value of the Equipment, with Lessor name as the loss payee. Lessee also shall provide and maintain comprehensive general all-risk liability insurance including but not limited to product liability coverage, insuring Lessor and Lessee, with a severability of interest endorsement, or its equivalent, against any loss or liability for all damages, which might result from the condition, use, or operation of the Equipment, with such limits and with an insurer satisfactory to Lessor. As to each policy Lessee shall furnish to Lessor a certificate of insurance from the insurer, which certificate shall evidence the insurance coverage required by this paragraph. Lessor shall have no obligations to ascertain the existence of or provide any insurance coverage for the Equipment or for Lessee's benefit. If Lessee fails to provide such insurance Lessor will, at Lessor's option, (a) have such insurance protecting Lessor placed at Lessee's expense. Such placement will result in an increase in Lessee's periodic payments with such increase being attributed to Lessor's costs of obtaining such insurance and any customary charges or fees of Lessor's or its designee associated with such insurance or (b) Lessor will enroll Lessee in Lessor's property damage coverage program and bill Lessee a property damage surcharge as a result of Lessor's increased administrative costs and credit risk. NOTHING IN THIS PARAGRAPH WILL RELIEVE LESSEE OF RESPONSIBILITY FOR LIABILITY COVERAGE. Lessee shall keep the Equipment free and clear of all levies, liens, and encumbrances.
9. TAXES AND FEES. Lessee shall pay when due all taxes (including personal property tax, fines and penalties) and fees relating to this Lease or the Equipment. In the event Lessor pays any taxes or fees on Lessee's behalf, Lessee shall promptly repay to Lessor the amount, plus a processing fee. Lessee agrees to pay Lessor up to \$600.00 on the date the first lease payment is due to cover the expense of originating this Lease. Furthermore, Lessor acknowledges that the base rental payment shall be adjusted proportionately upward or downward to comply with the tax laws of the jurisdiction in which the Equipment is located. Lessee agrees to reimburse Lessor for any amounts incurred by Lessor in connection with the enforcement of this Lease, including court costs and reasonable attorney fees.
10. AUTOMATIC PAYMENTS. Lessee agrees that all payments and other amounts that may become due under the terms of this Lease will be paid by Automatic Bank Debit. Lessee authorizes Lessor to initiate debit entries for any amounts due, and if necessary to initiate credit entries or adjustments to the bank account designated for automatic payment or to any of Lessee's bank accounts filed with Lessor.

X \_\_\_\_\_

Jonathan Consumer, President Date



11. OWNERSHIP; PERSONALITY. The Equipment is, and shall remain, the property of Lessor, and Lessee shall not have any right, title, or interest in the Equipment except as expressly set forth in this Lease. The Equipment shall remain personal property even though installed in or attached to real property.

12. LIMITED PREARRANGED AMENDMENTS: SPECIFIC POWER OF ATTORNEY. In the event it is necessary to amend the terms of this Lease to reflect a change in one or more of the following conditions: (a) Lessor's actual cost of procuring the Equipment, or (b) Lessor's actual cost of providing the Equipment to Lessee, or (c) A change in rental payments as a result of (1) or (2), above, or (d) Description of the Equipment. Lessee agrees that any such amendment shall be described in a letter from Lessor to Lessee, and unless within 15 days after the date of such letter Lessee objects in writing to Lessor, this Lease shall be deemed amended and such amendments shall be incorporated in this Lease as if originally set forth herein. Lessee grants to Lessor a specific power of attorney for Lessor to use as follows: (1) Lessor may sign and file on Lessee's behalf any document Lessor deems necessary to perfect or protect Lessor's interest in the Equipment or pursuant to the Uniform Commercial Code; and (2) Lessor may sign, endorse or negotiate for Lessor's benefit any instrument representing proceeds from any policy of insurance covering the Equipment.

13. USE. Lessee shall use the Equipment in a careful manner, make all necessary repairs at Lessee's expense, shall comply with all laws relating to its possession and use, and shall not make any alterations, additions, or improvements to the Equipment without Lessor's prior written consent. All additions, repairs or improvements to the Equipment shall belong to Lessor. Said Equipment shall be used solely in the conduct of Lessee's business and Lessee warrants that the Equipment is leased for commercial or business purposes and not for consumer, personal, home or family purposes.

14. INDEMNITY. Lessor is not responsible for any loss or injuries caused by the installation or use of Equipment. Lessee agrees to hold Lessor harmless, defend Lessor, and reimburse Lessor against any claim for losses or injury caused by the equipment.

15. SURRENDER. By this Lease, Lessee acquires no ownership rights in the Equipment, and has no option to purchase the same except as outlined herein. Upon the expiration, or earlier termination or cancellation of this Lease, or in the default as outlined herein, Lessee, at its expense, shall return the Equipment in good repair, ordinary wear and tear resulting from proper use thereof alone excepted, by delivering it, packed and ready for shipment, to such place or carrier as Lessor may specify.

16. SERVICE CHARGES; INTEREST. If Lessee shall fail to make any payment required by this Lease within 3 days of the due date thereof, Lessee shall pay to Lessor a service charge of 10% of the amount due; provided, however, that not more than one such service charge shall be made on any delinquent payment, regardless of the length of the delinquency. In addition, Lessee shall pay to Lessor any actual additional expenses incurred by Lessor in collection efforts, including but not limited to long-distance telephone charges, mailings, travel expenses and any and all labor costs associated with any and all collection or other lease default issues. Lessee shall pay to Lessor interest on any delinquent payment or amount due under this Lease from the due date thereof until paid, at the lesser of the maximum rate of interest allowed by law or 18% per annum. Lessee shall pay to Lessor a returned payment charge of the maximum charge allowed by Lessee's state for any check or ACH debit that is returned unpaid for any reason

17. DEFAULT. Any of the following is a default under the Lease: (a) failure of Lessee to pay any amount due under or in connection with the Lease to Lessor within 3 days of the date due; (b) insolvency of Lessee (c) appointment of receiver for Lessee; (d) bankruptcy of Lessee; (e) dissolution of Lessee (f) cessation of Lessee's normal business operations; (g) Equipment being subject to levy, seizure, impounding or withholding of the Equipment by any other person or entity; (h) bulk sale of Lessee's assets; (i) falsity of any representation or warranty made by Lessee; (j) change in Lessee's financial condition such that, in Lessor's opinion, the credit risk or other risks or Lessor are increased; (k) Lessee or common Guarantor defaults on any other agreement with Lessor; (l) Lessee shall abandon Equipment or transfer Equipment without prior written consent of the Lessor; (m) Lessee fails to perform or observe any other representation, warranty, covenant, condition, or agreement under or in relation to this Lease.

18. REMEDIES. Upon the occurrence of an event of default, Lessor shall have the right to exercise any one or more of the following remedies: (1) To declare the entire unpaid lease payments and other sums payable by Lessee hereunder to be immediately due and payable; (2) To cause Lessee, at Lessee's expense, promptly to return any or all of the Equipment to Lessor, all without demand or legal process, and to allow Lessor to enter into the premises where the Equipment may be found and take possession of or remove the same, whereupon all rights of the Lessee in the equipment shall terminate absolutely; and (i) Retain the Equipment and all lease payments made hereunder, or (3) To retain all prior lease payments and sell the Equipment at public or private sale, with or without notice to Lessee. The sale price, less Lessor's actual and reasonable internal costs, will be credited against the remaining unpaid lease payments, unpaid late charges, lease residual, charges for retaking, storage, repairing and reselling the Equipment, reasonable attorney's fees incurred by the Lessor and other amounts due hereunder in such order as the Lessor in its sole discretion shall determine. The Lessee shall remain liable for any deficiency and any surplus remaining after such application of proceeds of sale shall be paid to Lessee, or to whosoever may be lawfully entitled to receive the same; or (4) To retain Equipment as full satisfaction of lease agreement. Lessor may pursue any other remedy at law or in equity and No remedy thereby conferred upon or reserved to Lessor is intended to be exclusive of any other remedy herein or by law provided, but shall be cumulative and in addition to every other remedy available to Lessor.

X

X

Jonathan Consumer, President

**Guaranty**

As additional inducement for Lessor to enter into the foregoing Lease, the undersigned (Guarantor), unconditionally guarantees that the Lessee will timely and fully make all payments and meet all of its obligations as required under the Lease. Guarantor agrees that Lessor may make other arrangements, including compromise or settlement with the Lessee, and Guarantor waives all defenses and notices of those changes and will remain responsible for the payment of Lessee's obligations under the Lease as so changed. Lessor is not required to notify Guarantor of any of Lessee defaults. In the event Lessee defaults on the terms of the Lease, Guarantor will immediately pay all sums due in accordance with the default provisions of the Lease and perform all obligations of the Lease thereunder. In the event Lessor proceeds with legal action to enforce this Guaranty, Guarantor expressly consents to the jurisdiction of the courts identified in section 5 of the Lease, and agrees to pay all reasonable costs, including attorney's fees, incurred in connection with the enforcement by Lessor of this guaranty. By signing below, Guarantor authorizes Lessor to obtain credit bureau reports on Guarantor.

X

X

Jonathan Consumer  
344 Clinton St Apt 3B  
Metropolis, US 91502

**Lease acceptance by Aztec Financial, Inc.**

Linda Cook, General Manager

**Acceptance of Delivery**

Lessee certifies that all the equipment on the Schedule A has been furnished, that delivery and installation has been fully completed and satisfactory. Further, all conditions and terms of this agreement have been reviewed and acknowledged. Upon your signing below, all promises herein will be irrevocable and unconditional in all respects. Lessee understand and agree that Lessor shall purchase the equipment from the supplier, and Lessee may contact the above supplier for warranty rights, if any, which we transfer to you for the term of this agreement. Lessee approval as indicated below of Lessor purchase of the equipment from supplier is a condition precedent to effectiveness of this agreement.

X

Jonathan Consumer, President Date

This document was written in "Plain English". The words YOU and YOUR refer to the customer. The words WE, US and OUR refer to the Secured Party. Every attempt has been made to eliminate confusing language and create a simple, easy-to-read document.

THIS IS A NONCANCELLABLE/IRREVOCABLE AGREEMENT. THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED.

Purchaser:	Equipment Supplier:	Secured Party:	Equipment Finance Agreement #:

**Equipment Location:**

	Payment Schedule (Plus applicable sales tax)	Term	Security Deposit
<b>TERMS</b>			

- 1. FINANCE AGREEMENT:** Subject to the terms of this Equipment Finance Agreement signed by you and us, rather than pay cash price, you have chosen to request we finance for you the purchase price of personal property described under "ITEM DESCRIPTION" and as modified by supplements to this Master Agreement (such personal property and any upgrades, replacements, repairs and additions referred to as "Equipment") which you will use for business purposes only. You hereby grant to us a first priority, purchase money security interest in the Equipment and its proceeds to secure your obligations hereunder and under all other agreements with us, and you agree to all of the terms and conditions contained in this Agreement which together are a complete statement of our agreement regarding the Equipment (this "Agreement"). This Agreement may be modified only by written agreement and not by course of performance. This Agreement becomes valid upon execution by us. You also agree to pay to us interim payments in the amount equal to 1/30th of the monthly payment multiplied by the number of days lapsing between the date on which the payment is made to supplier and the agreed upon first payment date. If any provision of this Agreement is declared unenforceable, the other provisions shall remain in full force and effect. You authorize us to insert or correct missing information on this agreement including your proper legal name, address, serial numbers and any other numbers describing the Equipment.
- 2. PAYMENTS:** Payments will be paid monthly, each in the amount of the monthly payment shown above plus any applicable tax. You will pay the security deposit on the date you sign this Equipment Finance Agreement. Subsequent payments will be due the first day of each payment period shown beginning after the first payment period. We will have the right to apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. In the event this Agreement is not fully repaid, the security deposit will be retained by us to compensate us for our documentation, processing and other expenses. If for any reason, your check is returned for nonpayment, a bad check charge will be assessed.
- 3. NONCANCELLABLE.** This is a noncancellable agreement and may not be cancelled or prepaid by you except as outlined herein. You can pay off and terminate this agreement by paying the remaining principal owed at the time you pay off (in addition all other accrued and unpaid charges). You will make all payments whether or not you are satisfied with the Equipment and without deduction for any claim you may have against the supplier of the Equipment or against us.
- 4. Warranty Disclaimer:** WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, OR THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABILITY. YOU AGREE THAT YOU HAVE SELECTED THE SUPPLIER AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. THE SUPPLIER IS NOT AN AGENT OF OURS AND NOTHING THE SUPPLIER STATES CAN AFFECT YOUR OBLIGATION UNDER THE AGREEMENT. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST SUPPLIER.
- 5. LOCATION OF EQUIPMENT:** You are the owner of the Equipment and will keep the Equipment free and clear of all liens and encumbrances and use only at your address shown above and you agree not to move it unless we agree to it in advance. We may inspect the Equipment at any time during normal business hours.
- 6. LOSS OR DAMAGE:** You are the owner of the Equipment and are responsible for the risk of loss or for any destruction of or damage to the Equipment. No such loss or damage relieves you from the payment obligations under this Agreement. You agree to promptly notify us in writing of any loss or damage and you will then pay to us the present value of the total of all unpaid payments for the full term all discounted at six percent. Any proceeds of insurance will be paid to us and credited against the outstanding balance.
- 7. INSURANCE.** You shall provide, maintain and pay for all risk property insurance against the loss or theft of or damage to the Equipment, for the full replacement value thereof, naming us as a loss payee. Each policy shall expressly provide that said insurance as to us and our assigns shall not be invalidated by any act, omission, or neglect of yours and shall not be canceled without 30 days prior written notice to us. As to each policy you shall furnish to us a certificate of insurance from the insurer, which certificate shall be evidence of the insurance coverage required by Agreement. We shall have no obligations to ascertain the existence of or provide coverage for Equipment or for your benefit. If you fail to provide such insurance, we will, at our option, have such insurance protecting us placed at your expense. Such placement will increase the periodic payment as result of our increased expenses, administrative costs and credit risk. Nothing in this paragraph relieves you of responsibility for liability coverage.
- 8. INDEMNITY:** We are not responsible for any loss or injuries caused by the installation or use of the Equipment. You agree to hold us harmless and reimburse us for loss and to defend us against any claim for costs, losses or injury caused by the Equipment or its use or related to this Agreement. Your indemnity obligation includes any cost, expense or liability we incur, including court costs, attorney fees, interest and penalties.
- 9. ASSIGNMENT:** YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT. You understand that we, without prior notice, have the right to assign this Agreement to another financing source without your consent. You understand that the assignee will have the same rights and benefits but they do not have to perform any of our obligations. You agree that the rights of assignee will not be subject to any claims, defenses, or setoffs that you may have against us
- 10. DEFAULT AND REMEDIES:** If you do not pay any payment or other sum due to us or other party when due or if you break any of your promises in this Agreement or any other agreement with us, you will be in default. If any part of a payment is late, you agree to pay a late charge of 10% of the payment which is late or if less, the maximum charge allowed by law. If you are ever in default, we may retain your security deposit and at our option, we can terminate or cancel this Agreement and require that you (1) pay the unpaid balance of this Agreement, including accrued but unpaid payments, discounted to present value at six percent per annum and (2) unless you have paid the amount in (1), return the Equipment to us to a location designated by us. We may sell, lease or otherwise dispose of all or any part of the Equipment at public or private sale, with or without notice and may bid and purchase the Equipment or any of it at such sale.
- 11. AUTOMATIC PAYMENTS.** You agree that all payments and other amounts that may become due under the terms of the agreement will be paid by Automatic Bank Debit. You authorize us to initiate debit entries for any amounts due, and if necessary to initiate credit entries or adjustments to the bank account designated for automatic payment or to any bank you have provided to us.
- 12. UCC FILINGS:** You authorize us to record a UCC-1 financing statement or similar instrument electronically or otherwise to show our interest in the Equipment. You agree to take any other action we request to protect our rights under this Agreement from time to time and that we may report a copy of this Agreement as a financing statement. You will provide any landlord or mortgagee waiver we request to protect our interest in the Equipment. You appoint us your attorney-in-fact to execute and deliver such instrument, in order to show our interest in the Equipment.

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13. SECURITY DEPOSIT: Each security deposit is non interest bearing and is to secure your performance under this Agreement. Any security deposit made may be applied by us to satisfy any amount owed by you, in which event you will promptly restore the security deposit to its full amount as set forth above. We may commingle the security deposit with other funds. If all conditions herein are fully complied with and provided you have not ever been in default of this Agreement per paragraph 11, the security deposit will be refunded to you upon receipt of all payments due.

14. TAXES AND FEES: You agree to pay when due all taxes (including personal property tax, fines and penalties) relating to this Agreement or the Equipment. If we pay any of the above for you, you agree to reimburse us and to pay us a processing fee for each payment we make on your behalf. You also agree to pay us any filing fees prescribed by the Uniform Commercial Code and reimburse us for all costs and expenses involved in documenting and servicing this transaction. You further agree to pay us an origination fee up to \$500 due on the date of the first payment. You also acknowledge that in addition to the agreement payments, we may assess and you may be required to pay additional taxes and/or fees. Such fees may not only cover our costs they may also include a profit.

15. LAW AND JURISDICTION: This Agreement will be deemed fully executed and performed in Utah or the home state of our assignee as it may be assigned from time to time per Paragraph 10. This Agreement shall be governed by and construed in accordance with the laws of Utah or the laws of the home state of assignee. You expressly and unconditionally consent to the jurisdiction and venue of any court in the State of Utah or assignee's home state and waive right to trial by jury for any claim or action arising out of or relating to this Agreement or the Equipment. Furthermore, you waive the defense of inconvenient forum. In no event will this Agreement be enforced in any way that permits us to collect excessive interest. If any interest payment hereunder exceeds the highest amount allowed by law, it shall be reduced to such rate and the excess interest refunded to you. In such event, you agree we will not be subject to any penalties provided by law for collecting or charging interest in excess of lawful rates.

16. AUTOMATIC PAYMENTS. You agree that all payments and other amounts that may become due under the terms of the agreement will be paid by Automatic Bank Debit. You authorize us to initiate debit entries for any amounts due, and if necessary to initiate credit entries or adjustments to the bank account designated for automatic payment or to any of your bank accounts you have on file with us.

17. CUSTOMER GUARANTY: You agree to submit the original master finance agreement documents with the security deposit to Secured Party or its assignee via overnight courier the same day of the facsimile transmission of the equipment finance documents. Should we fail to receive these originals, you agree to be bound by the faxed copy of this agreement with appropriate signatures on the document. Customer waives the right to challenge in court the authenticity of a faxed copy of this agreement and the faxed copy shall be considered the original and shall be the binding agreement for the purposes of any enforcement action under paragraph 11.

X

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Guaranty

As additional inducement for Secured Party to enter into Finance Agreement, the undersigned (Guarantor), unconditionally guarantees that the Purchaser will make all payments and meet all obligations as required under the Agreement. Guarantor agrees that Secured Party may make other arrangements, including compromise or settlement with the Purchaser and Guarantor waives all defense and notice of those changes and will and will remain responsible for the payment and obligations of the Agreement. Secured Party is not required to notify Guarantor of Purchaser default. In the event Purchaser defaults on the terms of the Agreement, Guarantor will immediately pay all sums due in accordance with the default provisions of Agreement and perform all obligations of the Agreement. In the event Secured Party proceeds with legal action to enforce this Guaranty, Guarantor expressly consents to the jurisdiction of the court outlined in the Agreement, and agrees to pay all costs, including attorneys fees incurred in the enforcement of this guaranty. By signing below, Guarantor authorizes Secured Party to obtain credit bureau reports.

X

X

Contract acceptance by Lessor

Linda Cook, General Manager

Acceptance of Delivery

Purchaser certifies that all the equipment on the Schedule A has been furnished, that delivery and installation has been fully completed and satisfactory. Further, all conditions and terms of this agreement have been reviewed and acknowledged. Upon your signing below, all promises herein will be irrevocable and unconditional in all respects. Purchaser understand and agree that Secured Party shall remit payment to the supplier, and Purchaser may contact the above supplier for warranty rights, if any, which we transfer to you for the term of this agreement. Purchaser approval as indicated below of Secured Party remit payment for equipment to supplier is a condition precedent to effectiveness of this agreement.

X

**Item 23**

**RECEIPT**

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

If Harris Research, Inc. offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

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

If Harris Research, Inc. does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency identified on **Exhibit A**.

The issuance date of this Franchise Disclosure Document is April 28, 2014.

Harris Research, Inc. authorizes the respective state agents identified on **Exhibit A** to receive service of process for it in the particular states.

I received a Disclosure Document from Harris Research, Inc. dated as of April 28, 2014 that included the following Exhibits:

- A. List of Agents for Process/State Agencies
- B. Franchise Agreement
- C. Equipment Agreement
- D. Release Agreements
- E. Table of Contents of Operating Manual
- F. Software License Agreement
- G. List of Franchisees
- H. List of Former Franchisees
- I. Financial Statements
- J. State Addendums
- K. Aztec Contracts

\_\_\_\_\_  
**Date of Receipt**  
*Signature - (If individual(s))*

\_\_\_\_\_  
Prospective Franchisee

\_\_\_\_\_  
Prospective Franchisee  
*Signature - (If corporation or other entity)*

\_\_\_\_\_  
Prospective Franchisee – Print Name of Entity

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
(Title)

**Franchise Sellers**

**Located at:**

124 12<sup>th</sup> Ave. South, Suite 300, Nashville, TN 37203  
877-307-8233

- D'Wayne Tanner
- Ben Davis
- Chelsey Sanders
- Kim Falcone
- Rita Veras
- Jeff Yosha
- Craig Garwood
- Calie Goins
- Franchise Broker
- Other –  
Please check the salesperson/people that you worked with.

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