



BBJ RENTAL AGREEMENT TERMS AND CONDITIONS

BBJ Linen appreciates the opportunity to serve you, our Customer. Please carefully read the following Terms and Conditions. Please carefully read the following rental conditions which form a part of the Rental Agreement and which you, as Customer, agree to by virtue of placing your order with BBJ Linen. Your use of this website constitutes your agreement to follow these rules and to be bound by them.

- 1. BBJ Linen reserves the right, at its sole discretion, to update or modify these Terms and Conditions at any time without prior notice. It is your responsibility to check these Terms and Conditions each time before using this site. Your continued use of this website following any such change will mean that you accept and agree to the changes.*
- 2. Customer agrees to use all BBJ rental property ("rental property") in a careful and proper manner, will comply with all applicable laws and regulations, and return all BBJ property the first business day after the event has taken place. Customer agrees to assume all risk of loss, damage and abuse to rental property from any cause whatsoever.*
- 3. Customer acknowledges that the rental property is of a size, design and quantity selected by Customer and that BBJ Linen has not made and does not make any representation, warranty, or covenant, express or implied, with respect to the condition, quality, durability, or suitability of the rental property. BBJ Linen will not be liable to Customer for any loss or damage caused directly or indirectly by the rental property and rental service, by any inadequacy thereof, or defects therein.*
- 4. Customer will indemnify BBJ Linen against any claim, action, damages, and liability, including attorney's fees, arising or connected with Customer's use and possession of the rental property or Customer's use of our rental service.*
- 5. In the event rental property is not returned or is returned in a torn, burned or otherwise damaged condition, Customer will be charged a replacement cost equal to three (3) times the rental rate for each tablecloth or napkin, four (4) times the rental rate for each skirt, \$15 for each chair cover, \$10 for each chair pad cover, \$5 for each chair tie, band or cap, and \$50 for each return duffel bag. Said charge will be added to the original rental charges and the Customer agrees to pay these charges upon receipt of the replacement billing. Customer agrees that BBJ Linen retains ownership of damaged linen and payment of replacement charges is not a purchase by Customer of the damaged linen.*
- 6. All rental property held beyond the agreed upon due date is subject to an extra rental charge.*
- 7. Customer will not deliver possession of rental property to any entity or person other than employees of BBJ Linen or a freight forwarding service specifically designated by BBJ Linen, and Customer will require reasonable identification from such entity or person before surrendering possession.*
- 8. Customer will be responsible for all costs incurred by BBJ Linen due to Customer's ordering errors, such as incorrect date of usage, color, quantity, or sizes.*
- 9. Changes to orders can be made at any time up to 2 business days before the scheduled ship date. Except for full cancellations pursuant to paragraph 10, reductions after that time will not be permitted, as the entire order will have been packed and loaded for shipment. Additions after that time will be sent as an add-on to the original order and may arrive as a separate shipment or delivery. If the additional order requires expedited shipping, additional charges may be incurred.*
- 10. Orders can be cancelled in full without charge up to 2 business days before the scheduled ship date. Orders cancelled in full after that time will be subject to full rental charges unless the full order is returned to BBJ Linen immediately upon delivery and in its original and unopened packaging, in which case the Customer will be charged a 40% restocking fee rather than the full rental charges.*
- 11. Partial order cancellations within two (2) days of the scheduled ship date will not be permitted. In addition, partial orders returned unused are subject to full rental charges. Custom orders are non-cancelable at any time.*

12. *There may be certain orders that we are unable to accept and must cancel. We reserve the right, at our sole discretion, to refuse or cancel any order for any reason. Reasons for order cancellation include but are not limited to, unavailability of product, errors in product or pricing information, or problems identified by our credit department. If payment has already been made for your rental order or purchase, BBJ Linen will promptly issue a credit.*
13. *BBJ Linen has made considerable efforts to insure the accurate display of the colors of linen on our website. However, the actual colors you see will depend on your monitor. We cannot guarantee that your monitor's display of any color will be accurate.*
14. *To purchase any goods and/or services on our Site, you must be at least eighteen (18) years of age or the applicable state age of majority. Except for clients with pre-established terms, prior to the purchase of any goods or services on our Site, you must provide us with a valid credit card number and associated payment information including all of the following: (i) your name as it appears on the card, (ii) your credit card number, (iii) the credit card type, (iv) the date of expiration and (v) any activation numbers or codes needed to charge your card. By submitting that information to us, you hereby agree that you authorize us to charge your card at our convenience but within thirty (30) days of credit card authorization.*
15. *All payments must be made by VISA, MasterCard, Discover or American Express. Except for clients with pre-established terms, we currently do not accept cash, personal or business checks or any other payment form, although in the future we may change this policy. Your card issuer agreement governs your use of your designated card, and you must refer to that agreement and not this.*

Terms and Conditions to determine your rights and liabilities as a cardholder. YOU, AND NOT BBJ LINEN, ARE RESPONSIBLE FOR PAYING ANY UNAUTHORIZED AMOUNTS BILLED TO YOUR CREDIT CARD BY A THIRD PARTY. You agree to pay all fees and charges incurred in connection with your purchases (including any applicable taxes) at the rates in effect when the charges were incurred. Unless you notify BBJ Linen of any discrepancies within sixty (60) days after they first appear on your credit card statement, you agree that they will be deemed accepted by you for all purposes. If BBJ Linen does not receive payment from your credit card issuer or its agent, you agree to pay all amounts due upon demand by BBJ Linen or its agents. You are responsible for paying any governmental taxes imposed on your purchases, including, but not limited to, sales, use or value-added taxes. BBJ Linen shall automatically charge and withhold the applicable tax for orders to be delivered to addresses within and any states or localities that it deems is required.

16. **BBJ LINEN RESERVES THE RIGHT, AT ANY TIME, TO CHANGE ITS PRICES AND BILLING METHODS FOR PRODUCTS OR SERVICES SOLD, EFFECTIVE IMMEDIATELY UPON POSTING ON THE SITE OR BY E-MAIL DELIVERY TO YOU.**
17. *All media (downloaded or samples), software, text, images, graphics, user interfaces, music, videos, photographs, trademarks, logos, artwork and other content on the Site (collectively, "Content"), including but not limited to the design, selection, arrangement, and coordination of such Content on the Site is owned or licensed by or to BBJ Linen, and is protected by copyright, trade dress, and trademark laws, and various other intellectual property rights laws. Except as expressly provided in this Terms and Conditions, no part of the Site and no Content may be reproduced, recorded, retransmitted, sold, rented, broadcast, distributed, published, uploaded, posted, publicly displayed, altered to make new works, performed, digitized, compiled, translated or transmitted in any way to any other computer, website or other medium or for any commercial purpose, without BBJ Linen's prior express written consent. Except as expressly provided herein, you are not granted any rights or license to patents, copyrights, trade secrets, trade dress, rights of publicity or trademarks with respect to any of the Content, and BBJ Linen reserves all rights not expressly granted hereunder. BBJ Linen expressly disclaims all responsibility and liability for uses by you of any Content obtained on or in connection with the Site.*

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18. *You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You agree to notify BBJ Linen immediately of any unauthorized use of your account or password, or any other breach of security. You may be held liable for losses incurred by BBJ Linen or any other user of the Site due to someone else using your password or customer account. You may not use anyone else's password or customer account at any time. BBJ Linen reserves the right to refuse service, terminate accounts, remove or edit content, or cancel orders in their sole discretion.*

You also agree that BBJ Linen may, in its sole discretion and without prior notice to you, terminate your access to the Site and your Account for any reason, including without limitation: (1) attempts to gain unauthorized access to the Site or assistance to others' attempting to do so, (2) overcoming software security features limiting use of or protecting any Content, (3) discontinuance or material modification of the Site or any service offered on or through the Site, (4) violations of this Terms and Conditions, (5) failure to pay for purchases, (6) suspected or actual copyright infringement, (7) unexpected operational difficulties, or (8) requests by law enforcement or other government agencies. You agree that BBJ Linen will not be liable to you or to any third party for termination of your access to the Site.

19. As more fully described in our Privacy Policy, you must disclose certain Personally Identifiable Information to use our Site, register, and make purchases. As a condition of registering with our Site or making any purchases of any products and/or services or conduct any transactions, you represent that you have first read our Privacy Policy and consent to the collection, use and disclosure of your Personally Identifiable Information and Non-Personally Identifiable Information as described in our Privacy Policy. Our Privacy Policy's terms and conditions will change from time to time, and as a condition of browsing the Site, using any features or making any purchase, you agree that you will first review our Privacy Policy prior to making any initial or subsequent purchases. While BBJ Linen takes reasonable steps to safeguard and to prevent unauthorized access to your personal information, we cannot be responsible for the acts of those who gain unauthorized access, and we make no warranty, express, implied, or otherwise, that we will prevent unauthorized access to your private information.

IN NO EVENT SHALL BBJ LINEN OR ITS AFFILIATES BE LIABLE FOR ANY DAMAGES (WHETHER CONSEQUENTIAL, DIRECT, INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR OTHERWISE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, A THIRD PARTY'S UNAUTHORIZED ACCESS TO YOUR PERSONAL INFORMATION, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON CONTRACT, STRICT LIABILITY, TORT OR OTHER THEORIES OF LIABILITY, AND ALSO REGARDLESS OF WHETHER BBJ LINEN WAS GIVEN ACTUAL OR CONSTRUCTIVE NOTICE THAT DAMAGES WERE POSSIBLE.

20. UNDER NO CIRCUMSTANCES, SHALL BBJ LINEN OR ANY OF THEIR EMPLOYEES, DIRECTORS, OFFICERS, AGENTS, VENDORS OR SUPPLIERS BE LIABLE FOR ANY DIRECT OR INDIRECT LOSSES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OF OR INABILITY TO USE THIS WEBSITE.

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