

## BBB ACCREDITATION APPLICATION AND AGREEMENT

- 1. Application for BBB® Accreditation:** The following Business (You or Your) hereby applies for BBB Accreditation (Accreditation) by Better Business Bureau Serving Northwestern Ohio and Southeastern Michigan, Inc. (BBB, We, Us, or Our).

<b>Business Name</b>
----------------------

- 2. Investigation:** Our initial and continuing Accreditation processes involve investigation and fact-checking about issues We and the International Association of Better Business Bureaus (IABBB) determine are relevant to the BBB Code of Business Practices; these can include this Business’s history, background, size, number of employees, and customer complaint history and patterns; and the financial and legal history and condition of the Business, and its primary owners and managers and their other businesses, if any. You understand and agree the truth and accuracy of the application information You provide is a condition of BBB Accreditation. Also, You must notify us if you merge with or get acquired by another business, and You understand that any resulting new business might need to re-qualify for BBB Accreditation.
- 3. Accreditation Approval:** This Agreement is effective once We notify You Accreditation is approved. BBB Accreditation is discretionary with Us and not guaranteed; only Our Board of Directors or one of its committees may grant Accreditation and your BBB Representative is named below for informational purposes only. If Accreditation is denied, We will promptly refund any Fees You paid with at Application.
- 4. Terms and Conditions of BBB Accreditation:** If BBB Accreditation is granted, you become a BBB Accredited Business and are bound to all terms and conditions of this Agreement, including those on its back side, the **BBB Accreditation Standards** at [www.bbb.org/all/bbb-accreditation-standards](http://www.bbb.org/all/bbb-accreditation-standards), the **BBB Privacy Policy** at [www.bbb.org/all/privacy-policy](http://www.bbb.org/all/privacy-policy), and all other BBB system and local policies. These policies are available on request and/or on BBB.org and BBB.org/toledo. We may share your business information with third parties for marketing and describing membership benefits, and they may contact you by email, phone, and text/SMS. We and the IABBB have full and sole discretion to modify the terms of this Agreement from time to time, with or without notice.
- 5. Fees:** You agree to pay the Fees shown below upon applying for Accreditation, and annually thereafter. We may modify your Fees on 30 days’ written notice. These Fees are a condition to keeping Accreditation and its privileges. From time to time, You may also have the option to pay additional fees for other programs and rights. All fees are fully earned and non-refundable once paid, except that fees paid upon Application will be refunded if Accreditation is not approved. Credit card charge receipts available on request only.

<b>Business Owner/Representative Name/Title</b>	<b>Date</b>	<b>Form of Payment</b>
<b>BBB Account Executive</b>	<b>Date</b>	<b>Current Annual Dues/Fees</b>

- 6. Trade and Business Licensure:** You agree to maintain all trade, business, and other licenses and insurance required by Your business, and to obtain and follow all required project and other permits.

<b>Application Approved by: Lane Montz, President   CEO, BBB</b>	<b>Date</b>
--	-------------

- 7. General Authorization for Use of BBB or IABBB Trademarks:** We grant you a nonexclusive, non-assignable and nontransferable license to advertise and use Your BBB Accreditation, and the BBB Accredited Business Trademarks, only to the extent permitted by and for the duration of this Agreement. Physical and digital image examples of use and misuse will be provided or are available on request. You may not use, copy, reproduce, or alter Our Trademarks in any ways that are inconsistent with this Agreement, or our policies, or that jeopardize Our Trademarks and our rights in them. We retain all rights in and about Our Trademarks, including but not limited to the rights to modify them, or control or limit their use, at any time, with or without notice, including controlling their placement, coloring, sizes, sizing ratios, and more. Nothing herein or in Our relationship or course of dealing with You shall ever give You any rights in these Trademarks except as provided herein. You shall not challenge the Our rights in and to Our Trademarks or take any action inconsistent with such rights.
- 8. Using Accreditation and the Seal of Accreditation:** BBB Accreditation and Our Seal of Accreditation® (Seal) are some of Our Trademarks. The Seal must always accompany any use that shows your Accreditation status. You may advertise and use these in **Offline Media** and **Online Media** as follows:
- a. Offline Media:** You may state "BBB Accredited Business" or display the Seal in newspapers, periodicals, billboards, posters, direct mail, flyers, yellow pages or other directory advertising, telephone, TV or radio spots, business cards, stationery, invoices, facsimile cover sheets, other business documents, and patches (patches may only be placed on company owned clothing). You may advertise/use your Accreditation and Seal wherever you are physically located or do business within this BBB's service area but not within the service areas of another BBB unless permitted in writing by said BBB.
  - b. Online Media:** You may display them in any online media, including social media platforms, your website and websites where you advertise, and in your email signature block, so long as you include the words "Click for Review" adjacent to or below them and Our BBB Seal hyperlinks to your BBB Business Profile.
- 9. Using Our BBB Rating of You:** Our BBB Rating system and Our BBB Rating of You are some of Our Trademarks or other protected assets. You may use and advertise these wherever You are permitted to display the Seal® except in any fixed or physical media that cannot be immediately revised if your BBB rating changes (for example, printed phonebooks and directories). If Your BBB Rating changes, You must immediately correct the advertising.
- 10. Using BBB Branded Physical Items:** BBB Branded Physical Items, such as Accreditation Plaques and Decals, are, or contain some, of Our Trademarks and other protected assets. You may display these at Your places of business, on Your vehicles, and at trade shows and other places where You do business.
- 11. No Guaranties of Effectiveness:** Regardless of any past, present, or future representations to the contrary, there are no promises, guaranties, warranties, or representations that Our Trademarks, assets, or programs will improve any part of Your Business or generate revenue or profits. Nothing herein or in Your use of BBB trademarks shall confer any endorsement or approval of Your products or services.
- 12. Termination and Suspension:** We may suspend and/or terminate this agreement at any time if you violate the terms of this agreement or if the trademarks licensed herein are invalidated or cancelled. You may terminate this Agreement at any time on 30-days written notice. Upon termination, You must immediately (a) cease using Our Trademarks (b) destroy BBB Branded Physical Items or deliver same to Us, and (c) change all digital media to accurately reflect your Accreditation status and Rating with Us. We may suspend Your use of Our Trademarks and Your other rights hereunder for up to 60 days for Our concerns of Your possible non-compliance of any Terms herein. You may appeal termination or suspension using Our appeals process; that process is available in writing on request.
- 13. Legal Claims Against Us:** You release and covenant not to sue BBB and IABBB and their employees, officers, directors, trustees, and insurers (the Released Parties) from any loss, claim, damage, or expense, whether direct, indirect or consequential, and including but not limited to products liability claims, use or misuse of Our Trademarks, participation in any BBB or IABBB event or program, and reasonable attorney's fees (the Released Claims); and You further agree to indemnify the Released Parties from the Released Claims and any other losses, claims, damages, or expenses, whether direct, indirect or consequential, brought by or arising from any third-party or caused, in whole or in part, by Your conduct, including acts and omissions, and Your breach or violation of this Agreement.
- 14. BBB Communications:** You consent to receive email and text messages from Us about Your BBB Accreditation, consumer complaints and reviews, and opportunities to participate in BBB services, programs, and events. You may opt out of marketing and advertising communications by contacting us at **info@toledobbb.org**.
- 15. Relationship of Parties:** You are not and will not represent yourself as an agent, representative, partner, subsidiary, joint venture, or employee of BBB or IABBB (Our or Us). You don't have any authority to bind or obligate Us or change Our legal rights on or in any issue, relationship, matter, or thing, and You won't represent anything to the contrary to anyone.