



The Better Business Bureau
Serving Metropolitan New York,
Long Island, and the Mid-Hudson Region
257 Park Avenue South, 4th Floor
New York, NY 10010
Phone: (212) 533-7500 Fax: (212) 477-4912

Start With Trust[®]

BBB ACCREDITATION AGREEMENT

_____ [Insert business name] ("you") apply for accreditation by the Better Business Bureau ("BBB") and agree to abide by the terms and conditions set forth below. You understand that this agreement is not effective until accepted by BBB.

You agree you will notify BBB if you merge, get acquired or consolidate with another business, and acknowledge that any resulting new business must re-qualify for BBB accreditation.

1. Compliance with **BBB Code of Business Practices* (BBB Accreditation Standards)

You agree you have read and understand the attached *BBB Code of Business Practices* ("the Code") (Attachment 1) and certify that you meet the standards set out in the Code. You agree to comply with the Code, as it may be amended at any time and at the sole discretion of BBB. The then current Code shall apply to you for the duration of BBB Accreditation. If you discover that your business practices do not, at any time, meet BBB Accreditation standards, you agree to appropriately do what is necessary to meet such standards promptly upon BBB notification or you will be subject to termination of your BBB Accreditation. You further agree to comply with all federal, state and local laws in the operation of your business.

2. Authorization to Use BBB Trademarks

A. Permission to advertise BBB Accreditation. During the term of this agreement, BBB grants you a nonexclusive, non-assignable and nontransferable license to advertise your BBB accreditation *only* as set out in this agreement. You specifically agree that BBB trademarks may not be otherwise used, copied, reproduced, or altered in any manner or for any purpose.

B. Use of Accreditation Decals. You may display the BBB decal at your place of business and at trade shows. You may also display a decal on your business-owned vehicles.

C. Use of BBB Seal. You may, within the scope of permission granted below, advertise your BBB accreditation by using the BBB Accredited Business seal ("the seal") (Attachment 2), as it may be exclusively modified by BBB. BBB will provide the seal in various sizes to you. You must seek and receive prior written permission to use another size, and approval will not be granted unless the new size meets minimum height requirement for "BBB" of 1/8 inches tall. Nothing in this agreement or in your use of the seal or BBB name will give you any right whatsoever in the BBB name or seal, or in any similar names or seals, beyond the limited right granted in this agreement.

D. Scope of Permission.

(i). Traditional advertising media. You may state "BBB Accredited Business" or you may display the seal in the following media: 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 and other similar business documents. If all your physical locations are within this BBB's service area, you may advertise your accreditation wherever you do business. If you have physical locations in other BBBs' service areas, your advertising rights are restricted to this BBB's service area unless permitted by agreement(s) with other BBBs.

*For a full copy of the BBB Advertising and Business Practices Codes visit the BBB website at www.newyork.bbb.org OR call the BBB Business Relations hotlines: NYC 212-533-8050; Long Island 516-420-0508; or Mid-Hudson 914-333-0550 (prompt 3).

(ii). Online advertising

You may also choose to display the "BBB Online" seal (see Par. 5) to identify your BBB accreditation on your Web site and on Web sites where you advertise so long as the seal clicks directly through to a BBB confirmation page and your BBB Reliability Report. You must use the seal presently in effect to allow consumers to verify BBB accreditation. You may, at your option, state "BBB Accredited Business" in addition to displaying the seal.

3. BBB Dispute Resolution Process

You agree to be responsive to BBB, making a good faith effort to resolve disputes through BBB's dispute resolution process, which may include BBB recommended binding arbitration.* Failure to participate in BBB's dispute resolution process in good faith – including BBB recommended arbitration - will result in recommendation of termination of your BBB Accredited Business status (See Paragraph 4 below).

(*Note: BBB Binding Arbitration is legally binding on your business and also on your customer and may be enforced by a court with proper jurisdiction. Through BBB Accreditation, you offer this arbitration opportunity as a meaningful way of standing behind your products and/or services, as well as a way of settling a customer dispute without the expense of going to court. BBB will provide you with a BBB Arbitration Program description and a copy of the Uniform Rules for BBB Arbitration-Binding, incorporated into this Agreement by reference. You understand that these rules will determine how BBB Arbitration will be conducted, if necessary.)

4. Termination/Suspension

A. By BBB. BBB may suspend and/or terminate this agreement at any time – at its sole and exclusive discretion - if you violate the terms of this agreement, including, but not limited to, the BBB Code of Business Practices and dispute resolution process or if the trademarks licensed herein are invalidated or cancelled. If this agreement is suspended or terminated, you agree to immediately cease using the BBB seal and/or any and all BBB trademarks and references to BBB Accreditation. If suspended, you may request review of the suspension under applicable procedures set forth in our Bylaws. Unless the suspension is set aside following a BBB review, the suspension shall become final and this agreement shall be immediately terminated.

B. By You. You may terminate this agreement on thirty (30) days prior written notice to us.

C. Following termination, you specifically agree to immediately:

- stop using any and all BBB trademarks in all media;
- destroy any and all materials bearing BBB trademarks;
- remove all BBB decals (and plaques, if any) from display;
- return BBB decals (and plaques, if any) to BBB; and
- remove all online identification, references or affiliation with BBB.

5. Fees

You agree to pay dues fees as set by BBB's Board. The right to advertise online, as set forth in Paragraph 2(d)(ii), applies only upon payment of the license fee. All fees shall be deemed fully earned once paid and shall be non-refundable regardless of any subsequent termination of this agreement pursuant to its terms.

6. Term

A. The term of this agreement begins when accepted by BBB and continues unless specifically terminated by either party or for your failure to pay annual dues fees.

B. You understand that your company must present valid payment of dues/fees required for the BBB programs you have applied to join and must complete and return all required forms and documentation to be eligible for Accreditation consideration, and that BBB Accreditation only becomes effective when you have received formal notice from the BBB of said acceptance into BBB Accreditation. Please note that, for those applicants that fail to timely provide a signed copy of this Agreement to BBB following their oral agreement, BBB provides an Accreditation Agreement **confirmation letter** – with a full copy of this agreement and all attachments - confirming your oral agreement to comply with the BBB Code of Business Practices (i.e., BBB Accreditation Standards) and this Accredited Business Agreement (including your commitment to BBB Binding Arbitration). ***Failure to provide BBB with written notification to the contrary within seven (7) business days of receipt of said letter shall constitute your agreement to the above referenced BBB Accreditation Standards and Accreditation Agreement.***

*For a full copy of the Uniform Rules for Better Business Bureau Arbitration (Binding), visit the BBB website at www.newyork.bbb.org OR call the BBB membership hotlines: NYC 212-533-8050; Long Island 516-420-0508; or Mid-Hudson 914-333-0550 (prompt 3). The Rules explain how arbitration would be conducted, if needed.

7. Indemnification

You specifically warrant and agree to indemnify and hold BBB, BBB's officers, directors and employees (collectively "BBB"), Council of Better Business Bureaus, Inc. (as trademark owner on behalf of the BBB system) and its officers, directors, and employees (collectively "CBBB") harmless against any and all loss, damage or expense (whether direct, indirect or consequential), including reasonable attorney's fees, arising out of any misuse of BBB trademarks or name or of any violation of the terms and conditions of this agreement. You also agree to indemnify and hold BBB and CBBB harmless against any and all loss, damage or expense, including reasonable attorney's fees, with respect to all third party claims of any kind, including product liability, arising in connection with your product(s) and/or service(s) and/or business operation.

8. Limitation of Liability

A. You specifically warrant and agree that you will not sue for damages on any matter concerning this agreement and in no event shall BBB, CBBB, and/or their respective officers, directors, and/or employees be liable for any damages, including but not limited to, compensatory, consequential, exemplary, incidental, or special damages, commercial loss of any kind, or damages of any kind arising out of, or as a result of, this agreement or any matter concerning this agreement. This provision applies to all claims.

B. BBB makes no representations, warranties, or covenants of any kind, either expressed or implied, regarding title to or ownership of any rights in any marks, validity of any marks, the right to license any marks or non-infringement of the rights of others in any marks.

9. Relationship of Parties

A. Nothing contained herein shall be construed to create a partnership, joint venture, subsidiary, or employer-employee relationship between the parties. Therefore, you are not, and will not, represent yourself as an agent, representative, partner, subsidiary, joint venture, or employee of BBB. You have no authority to bind BBB or CBBB to any obligation with any third party for any reason, in any manner or in any thing whatsoever, nor can you represent that you have any such authority. You have no authority to act of behalf of BBB or CBBB whatsoever. You shall not challenge the rights of BBB in and to its trademarks, or take any action inconsistent with such rights.

B. Nothing in this agreement or in your use of BBB trademarks shall confer any endorsement or approval of your products or services. Your use of these marks is intended only to convey BBB accreditation and a commitment to abide by the Code, and you agree to only use BBB marks in such a manner, without exception.

10. Assignability

This agreement is not assignable; any attempt to sell, assign or delegate any rights, powers, duties or obligations which arise under this agreement shall be null and void.

11. Governing Law

The laws of the State of New York shall govern the validity of this Agreement, its construction, and the interpretation of the rights and duties of the parties thereto. In the event any provisions of this Agreement, or the applicability thereof, are held invalid by any competent judicial or regulatory authority, it shall not affect the validity of other remaining provisions of this Agreement.

Business Name	Accreditation Dues	BBBOnLine Dues	Application Fees	Total Amount Due
Street Address	City, State		Zip	
Name of Representative	Title		Number of Employees	
Signature	Date		Form of Payment	
Application Completed by BBB Rep	Date			
Signature of BBB Official	Title		Date	