



Better Business Bureau® Member Standards

BBB Membership Agreement Appendix 1

Membership Eligibility

A company must be actively engaged in business in the Better Business Bureau's (BBB) geographic area for at least one year. The BBB may, at its discretion, extend the time-in-business or time-on-record-with-the-BBB requirement to a period greater than one year if such additional time is required for a proper evaluation of the firm. The firm must have or meet a satisfactory business record at this BBB, be free from an unsatisfactory report at the BBB in the service area where it is headquartered (if not this Bureau), and agree, by submission of a membership application and payment of dues, to uphold all BBB membership standards. The BBB may, at its discretion, require a firm to participate in a BBB-approved arbitration program as a condition of membership. BBB membership is available by invitation only following BBB review and approval of a member application. Membership in the BBB does not become effective, nor is any firm eligible for any rights and privileges of membership, until the applicant is formally notified that the BBB has accepted the firm's application.

Cooperation with the Bureau

In response to the BBB's request, supply information about your company and principals so that the BBB can provide factual reports. Cooperate with the BBB's efforts to promote voluntary self-regulation and otherwise support the purpose and function of the BBB. Maintain a public image that reflects favorably on the BBB, its members, and its objectives.

Complaint Volume and Responsiveness

Avoid generating an unreasonable number of complaints or complaints that credibly raise significant questions about your company's business practices. Make serious efforts to eliminate the underlying causes of any patterns or trends of customer complaints that the Bureau may call to your attention. Make good faith efforts to resolve any complaints received from the Bureau in accordance with generally accepted good business practices, and report your disposition to the Bureau promptly. "Promptly" is generally defined as no longer than 20 business days, unless time is of the essence for resolution of the complaint; in that case, a shorter period may be deemed necessary to be reasonable.

Advertising Review and Trade Practice

Adhere to established standards of advertising and trade practice, as set forth in the BBB Code of Advertising and the BBB Code of Online Business Practices and other BBB guides; adhere to relevant laws, regulations, and industry standards, where appropriate; correct advertising and trade practices where recommended; supply, upon request, substantiation for advertising and selling claims.*

Name and Logo Use

Agree to use the BBB name, logos, decals, plaques (if any), and membership affiliation only in the specific ways described in the Better Business Bureau Membership Policy, in full compliance with all terms of this BBB's Membership Policy and the signed BBB Membership Agreement required for participation in these programs. Companies not enrolled in BBB-approved dispute resolution programs, if allowed to join the BBB, agree to refrain from using the Better Business Bureau name or logo (other than the member decal, or plaque if provided) in any format or medium whatsoever. It is understood that use of a BBBOnLine Seal is only for eligible BBB members that participate in this added, extra-fee program.

Dispute Resolution Programs

If you are enrolled in any BBB dispute resolution program, including BBBOnLine or an arbitration program supplied by a BBB-approved alternate provider for purposes of BBB membership, participate in a timely fashion in the dispute resolution process, comply promptly with the terms of all decision awards, and otherwise comply with the terms of the dispute resolution agreement.

Financial Obligation

Maintain your financial obligations to the BBB as a dues paying member and promptly remit any other amounts owed.

Compliance with Applicable Laws and Law Enforcement

Comply with all applicable laws and regulations; fulfill all licensing, bonding and registration obligations imposed by governmental authorities and provide evidence of this at the time of membership application or if requested by the BBB; have no record of government actions germane to the business/consumer relationship, which materially call into question your company's marketplace integrity. If a company is sued or indicted by a regulatory agency based on allegations germane to the business/consumer relationship, membership may be suspended pending a final disposition of the action.

Termination

Failure to maintain the requirements and standards of membership, or to remain a BBB member in good standing, will result in immediate termination of all rights and privileges of membership including termination of the right to use or display the Better Business Bureau name, logo, BBBOnLine seal(s), membership decal, and/or plaque (if plaque was provided).

*For a full copy of the BBB Advertising and Online Codes 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 914-428-1232.

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