

Student Laundry Plans  
**TERMS AND CONDITIONS OF SALE**

This document was last updated August 27, 2009.

These Terms and Conditions of Sale ("Terms and Conditions") apply to the Festiva Student Laundry Plans.

**Terms of Service:** We are happy to provide pick-up and delivery laundry services to you. We offer you our services subject to your compliance with and acceptance of the Terms and Conditions set forth below. Your use of the Festiva Student Laundry Plan indicates your agreement to be bound by the Terms and Conditions contained herein. Please read them carefully and if you do not so agree, please do not use our services. These Terms and Conditions are subject to change without notice at any time, at our sole discretion.

**Pick-up and Delivery on Campus:** We pick-up and deliver, at the place (the "depot") and during the times that we will notify you from time to time. If we need to miss a time, or change depot sites or times, we'll notify you by email. Schedules are subject to change at any time, especially at the beginning of the semester. We are not responsible for missed pick-ups or deliveries, regardless of the reason.

If you are unable to come to the depot for your clean laundry, don't worry - we'll keep bringing it to the depot for the next week or two during that semester. Thereafter, you authorize us to keep it for you elsewhere, or at our option, to deliver it to your address on file with us in which case you agree: (1) that it may be dropped off there without being signed for and without prior notice to you, (2) to be fully responsible for it after it has been delivered, and (3) to reimburse us for any delivery charges.

Please don't ask us to make special pick-up or delivery arrangements for you. But if you do we will only agree in writing and such arrangements and your laundry are at your sole risk and responsibility.

**Pick-up and Delivery at the Laundromat:** Our Laundromat is nearby at 701 Columbia Ave, and you're welcome to bring your laundry directly there instead of waiting to drop it off at the depot. Also, if you want to pick it up from there instead of at the depot, just let us know. These kinds of arrangements can become confusing for us (and as such are at your sole risk), but we'll try to work with you.

**Payment:** Payment for student laundry plans must be made at sign-up. If you sign up after the 2nd week of the semester, we will prorate that semester's plan price. If at any time you wish to have us do more laundry than fits into your bag, feel free to bring it to the Laundromat. Our regular wash-dry-fold rates and payment policies will apply to the laundry that does not fit in your bag. If you have any unused weeks during the course of the semester, you may not carry them over and we will not reimburse you (except for May, 2009 signups for the fall 2009 semester, which can carry unused weeks over to the spring 2010 semester). We do not offer refunds for any reason (except that May, 2009 signups may cancel during the fall 2009 semester, and we will refund the prorated future weeks for that semester less a \$50 processing fee).

**Ownership of Your Laundry:** You agree that the only laundry you will ever deliver to us will be items you own. You agree not to ever deliver someone else's items to us!

**Damaged/Missing Items:** We don't inventory or count your laundry items. Although our procedure is to check pockets before loading your wash into the washers, we are not responsible for loss of or damage to any items left in your laundry (for example money, jewelry or anything else). You agree not to leave those things in your laundry.

We may refuse to clean any laundry item (but if we do clean it we're not accepting liability that we have disclaimed). We do not guarantee the removal of stains – but if you put a note about the stain in your bag when you drop it off, we'll sure give it a try.

Our 10-step Festiva Quality Pledge (found on our website at [www.festivalaundry.com/campus\\_what](http://www.festivalaundry.com/campus_what)) is how we care for your drop-off laundry. In general legal terms, we will use "reasonable efforts" to clean your laundry well. We really care about your clothes, but you know that in rare instances things get lost or damaged . . . even when Mom does the wash! So we are not responsible for missing, damaged, discolored, or shrunk items, or for color bleed.

If something bad like this happens, we will always try to work with you, because we care. To increase the likelihood of satisfaction if you do have a problem, all claims must be made within 24 hours after we have delivered your clothing. Ultimately, however, if something is lost or damaged in any way (regardless of type or cost) we do not accept legal liability.

**Warranties & Limitation of Liability: WE HAVE NOT MADE ANY REPRESENTATIONS OR WARRANTIES, DIRECT OR INDIRECT, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, IN NO EVENT WILL WE BE LIABLE TO YOU FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR EXEMPLARY DAMAGES RELATED TO THESE TERMS AND CONDITIONS OR ANY SERVICE PROVIDED TO YOU. THIS LIMITATION OF LIABILITY SHALL APPLY WHETHER ANY CLAIM IS BASED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, PRINCIPLES OF INDEMNITY OR CONTRIBUTION, THE FAILURE OF ANY LIMITED OR EXCLUSIVE REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE OR OTHERWISE.**

**Venue and Choice of Law:** The relationship between you and us is governed by and shall be construed in accordance with the law of the Commonwealth of Pennsylvania exclusive of any conflicts of law principle that would apply the law of another jurisdiction. You and we consent and agree that any legal proceedings related to our relationship shall be brought and maintained in a court of competent jurisdiction located in Lancaster County, Pennsylvania, and you and we agree that jurisdiction and venue for any such proceedings shall be exclusively within the courts of the Commonwealth of Pennsylvania, or the United States District Court for the Eastern District of the Commonwealth of Pennsylvania.

**Attorney's Fees:** You agree that if we are sued pertaining to (a) any item(s) that is(are) missing, damage, discolored, shrunk or color bled or (b) item(s) that you or someone else claims you did not own or have the right to deliver to us, that to the extent permitted by law you will reimburse us for the cost of our reasonable attorneys fees.

**Severability:** If any provision of these Terms and Conditions or the application thereof to any person or circumstance is held invalid or unenforceable to any extent, the remainder of the Terms and Conditions and the application of that provision to other persons or circumstances is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

**Third Party Rights:** A person (such as a parent) who purchases a Plan on behalf of a student shall have no third party beneficiary or other rights with respect to the Plan or the student's laundry.

**Definitions:** "We", "us" and "our" mean 701 Laundry, Inc., t/d/b/a Festiva Laundry. "You" means the student who has purchased the Student Plan (or for whom it has been purchased).

**Assignment:** You may not assign your Student Plan, or any of your rights under the Student Plan or at law or equity, to any other person or entity.

**Entire Agreement:** These Terms and Conditions constitute the entire agreement between the Parties with respect to this subject matter and supersedes all previous or contemporaneous statements, representations, understandings, negotiations, discussions and writings between the Parties with respect to this subject matter and cannot be modified except by a written instrument signed by the Parties.

**Benefits of these Terms and Conditions:** You acknowledge that were we unable to rely upon the benefits of these Terms and Conditions, that we would have to price our Student Plans at a significantly higher price point.

These terms and conditions are posted on our website. Please check there periodically for any changes. Thank you for your understanding.

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