

AMERICAN
SOCIETY OF
INTERIOR
DESIGNERS

A background image showing a group of people in a professional setting, likely a design studio or office. They are gathered around a desk, looking at documents and a laptop. One person is holding a pen over a document. The image is overlaid with a semi-transparent purple and blue gradient.

2018 ASID RESIDENTIAL CONTRACT FORM AGREEMENTS

TERMS OF USE

TERMS OF USE

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NOTWITHSTANDING THE FOREGOING, IN THE EVENT THAT ASID OR ITS SUPPLIER IS FOUND TO BE LIABLE TO YOU BY AN ARBITRATOR OR BY A COURT OF COMPETENT JURISDICTION, YOU AGREE THAT OUR COLLECTIVE LIABILITY TO YOU WILL BE LIMITED TO THE GREATER OF (A) THE AMOUNT PAID BY YOU TO ASID FOR THE LICENSED USE OF THE DOCUMENTS; OR (B) \$250.

6. INDEMNITY.

You agree to indemnify and hold harmless ASID, its Supplier, and their respective officers, directors, employees, agents, partners, associates, affiliates, and contractors (each an “**Indemnitee**”) from any and all claims, demands, suits, losses, damages, injuries, and expenses (including those resulting from interparty claims and reasonable attorneys’ fees and all related costs and expenses of arbitration and litigation) (each a “**Claim**”, together “**Claims**”) arising out of or resulting from Your use of the Documents, Your breach or alleged breach of these Terms and Conditions, and/or Your infringement of any intellectual property rights.

7. THIRD-PARTY BENEFICIARY.

It is expressly understood and agreed that the Supplier and the Supplier’s partners, employees, and independent contractors are intended third-party beneficiaries to this Agreement.

8. BINDING ARBITRATION AND WAIVER OF A JURY TRIAL.

- a. For the purposes of this Arbitration Agreement, references to ASID shall include our respective subsidiaries, affiliates, agents, employees, employers, business partners, attorneys, and any third-party beneficiaries to this Agreement.

2018 ASID RESIDENTIAL CONTRACT FORM AGREEMENTS

- b. **YOU AND ASID AGREE TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO ANY AND ALL CLAIM(S). OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION. ANY CLAIM, DISPUTE, OR CONTROVERSY (WHETHER IN CONTRACT, TORT OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT, INJUNCTIVE AND EQUITABLE CLAIMS) BETWEEN YOU AND ASID ARISING FROM OR RELATING IN ANY WAY TO YOUR PURCHASE OF DOCUMENTS THROUGH THE WEBSITE AND/OR YOUR USE OF THE DOCUMENTS, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION.**
- c. The arbitration will be administered by the American Arbitration Association (“AAA”) in accordance with the Consumer Arbitration Rules (the “AAA Rules”) then in effect, except as modified by this Section 8. (The AAA Rules are available at www.adr.org/arb_med or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this section. The arbitrator will have exclusive authority to resolve any dispute relating to arbitrability and/or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision or the agreement is void, voidable, or otherwise invalid. The arbitrator will be empowered to grant whatever relief would be available in court under law or in equity. Any award of the arbitrator(s) will be final and binding on each of the parties, and may be entered as a judgment in any court of competent jurisdiction.
- d. Notwithstanding the foregoing, you may elect to pursue Your claim in a small-claims court located in the City of New York, State of New York rather than arbitration if You provide ASID with written notice of Your intention to do so within the later of (i) 60 days of your purchase of the Documents; or (ii) the transaction giving rise to Your claim. The arbitration or small-claims court proceeding will be limited solely to Your individual dispute or controversy.
- e. You agree to an arbitration on an individual basis. In any dispute, **NEITHER YOU NOR ASID WILL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER DOCUMENT USERS WHO IN COURT OR IN ARBITRATION OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER, OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.** The arbitral tribunal may not consolidate more than one person’s claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitral tribunal has no power to consider the enforceability of this class arbitration waiver and any challenge to the class arbitration waiver may only be raised in a court of competent jurisdiction.
- f. If any provision of this arbitration agreement is found unenforceable, the unenforceable provision will be severed and the remaining arbitration terms will be enforced.
- g. All matters arising out of or relating to these Terms and Conditions are governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than those of the State of New York.

9. PRIVACY POLICY.

The ASID privacy policy, located at asid.org/policies, is expressly incorporated into this agreement by reference.

10. NO WAIVER.

No failure by any party to take any action or assert any right hereunder shall be deemed to be a waiver of such right. No waiver of any right shall be deemed a waiver of any succeeding breach of the same or any other provision hereof.

2018 ASID RESIDENTIAL CONTRACT FORM AGREEMENTS

11. SEVERABILITY.

Any provision of these Terms and Conditions is held to be invalid, illegal, or unenforceable under any applicable law shall be deemed stricken and all remaining provisions of this agreement shall continue to be valid and binding upon both of us.

12. SURVIVAL.

All rights and obligations, which are by their nature continuing (including, but not limited to, paragraphs 1, 3, 4, 5, 6, 7, 8, 10, 11, 12, and 13 of these Terms and Conditions), shall survive termination or expiration of this agreement.

13. ENTIRE AGREEMENT.

These Terms and Conditions represent the entire agreement between the parties concerning the subject matter covered herein and supersede all prior oral or written agreements, understandings, and promises relating thereto.

BY DOWNLOADING AND/OR USING THE DOCUMENTS (OR ANY PART OR SECTION OF THE DOCUMENTS), YOU ACKNOWLEDGE (I) THAT YOU ARE AT LEAST 18 YEARS OLD AND (II) YOU HAVE READ THESE TERMS AND CONDITIONS OF USE, UNDERSTAND THEM AND AGREE TO BE BOUND BY THEM.