

AMERICAN  
SOCIETY OF  
INTERIOR  
DESIGNERS

A background image showing a group of people in a meeting, with hands pointing at documents and a laptop on the table. The image is overlaid with a semi-transparent purple gradient.

# 2018 ASID COMMERCIAL CONTRACT FORM AGREEMENTS

## **TERMS OF USE**

## TERMS OF USE

**PLEASE CAREFULLY REVIEW THESE TERMS AND CONDITIONS OF USE (“Terms and Conditions”) BEFORE YOU DOWNLOAD OR OTHERWISE USE ANY OF THE 2018 ASID COMMERCIAL CONTRACT FORM AGREEMENTS MADE AVAILABLE TO YOU ON THIS WEBSITE. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MAY NOT DOWNLOAD OR OTHERWISE USE THE 2018 ASID COMMERCIAL CONTRACT FORM AGREEMENTS.**

These Terms and Conditions represent a binding contract between You (“**You**” or “**User**”) and the American Society of Interior Designers, Inc. (“**ASID**”) regarding Your use of the 2018 ASID Commercial Contract Form Agreements (including the 2018 ASID Commercial Contract Form Agreement User Guide) (the “**Documents**”).

**By downloading or otherwise using the Documents, You confirm that You understand and agree to all of the Terms and Conditions set forth below, including all additional terms, conditions, and guidelines incorporated by reference, without limitation or qualification.** You further understand and agree that:

**THESE TERMS AND CONDITIONS REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES RATHER THAN JURY TRIALS OR CLASS ACTIONS. THESE TERMS AND CONDITIONS WILL ALSO LIMIT YOUR REMEDIES IN THE EVENT OF A DISPUTE.**

ASID reserves the right to amend these Terms and Conditions from time to time, without notice, and it is Your obligation to review these Terms and Conditions periodically for any such changes. The most recent version of these Terms and Conditions can be found at [asid.org/resources/asid-advantage/contracts](http://asid.org/resources/asid-advantage/contracts). Your download of or use of the Documents (or Your continued use of the Documents after any change to these Terms and Conditions) shall be considered evidence of Your consent to these Terms and Conditions at the time of Document use.

### **1. NO ATTORNEY-CLIENT RELATIONSHIP AND NO LEGAL ADVICE.**

- a. **ASID is not a law firm. These Documents do not constitute legal advice, and You should not rely on these Documents as legal advice. In addition, these Documents are not a substitute for tax, business, professional, or other advice. These Documents are for Information Purposes only.**
- b. **Your use of the Documents is not intended to create and does NOT create an attorney-client relationship between You and any attorney or law firm that may have drafted the Documents (“Supplier” or “Drafting Attorney”).** The Supplier is not providing legal advice to you, and your download or use of any Document is not an offer by the Supplier to represent you or provide legal advice to you.

### **2. YOU SHOULD CONSULT WITH YOUR LOCAL ATTORNEY.**

The Documents are intended to be used in conjunction with an attorney licensed in your jurisdiction. These Documents are not drafted to reflect the particular laws of Your State, and neither ASID nor its Supplier makes any representation that the language in the Documents is correct, complete, current, or adequate for You or for Your particular legal and business needs.

**ASID and its Supplier strongly recommend that the Documents be reviewed and/or modified by Your local attorney prior to use to ensure compliance with local law and to make sure that they meet Your individual requirements.** It is the ultimate responsibility of Your attorney to determine the legal sufficiency of these Documents, and Your compliance with the law remains Your sole and absolute responsibility. To locate an attorney, please contact your local state bar association.

# 2018 ASID COMMERCIAL CONTRACT FORM AGREEMENTS

## 3. LIMITED ONE-YEAR LICENSE TO USE THE DOCUMENTS.

- a. The Documents are the intellectual property of the Supplier, and are protected by all applicable intellectual property laws and rights, including copyright. All rights are reserved. ASID has a license to use and to sublicense the use of the Documents under the terms set forth in a separate agreement between ASID and the Supplier.
- b. ASID has the authority to grant, and upon Your payment of the license fee, does grant to You a limited, personal, non-transferable sublicense to use the Documents and to modify, edit, copy, and reproduce such Documents for your own personal or individual business use. You may not resell these Documents, nor may You share or redistribute any Document with others except as expressly permitted by these Terms and Conditions.
- c. This License shall be valid for 365 days from the date of license purchase (“**License Term**”), provided that all copyright notices contained within the Document are neither deleted nor modified. In the event that any copyright notice is deleted and/or modified by You (or others at Your request), or in the event you violate any other of these Terms and Conditions, your License shall automatically terminate, and you agree to immediately destroy any downloads and printed copies of Documents, as well as any derivative works created under Section 3(d) of these Terms and Conditions. Such termination shall be without prejudice to any other rights and remedies that ASID or the Supplier may have.
- d. To the extent that any derivative works based on the Documents may be created by You (or others at Your request), You hereby assign, for good and valuable consideration, the sufficiency of which is acknowledged by You, all of Your rights, titles, and interest in such derivative work(s) or shall cause such third party to assign such rights, titles, and interest in such derivative work(s) to the copyright holder of the original work, as identified in the Document(s). Such Assignment shall be effective upon creation of the derivative works.
- e. Upon termination in accordance with Paragraph 3(c) or upon expiration of the License Term, You may no longer use the Documents or any derivative works (if any). In the event of expiration, and provided ASID continues to license the use of the Documents to the public after the expiration of the License Term, You may purchase a new license to use the Documents under the then current terms and conditions.

## 4. DISCLAIMER OF WARRANTIES AND REPRESENTATIONS.

**TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ALL DOCUMENTS ARE PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS. ASID AND ITS SUPPLIER PROVIDE THE DOCUMENTS WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND, AND EXPRESSLY DISCLAIM, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.**

**ASID AND ITS SUPPLIER DO NOT WARRANT OR REPRESENT THAT (A) THE DOCUMENTS ARE CORRECT, ACCURATE, RELIABLE, OR THAT THEY WILL MEET YOUR REQUIREMENTS; (B) THAT YOUR RESULTS FROM YOUR USE OF THE DOCUMENTS WILL BE SATISFACTORY TO YOU OR MEET YOUR EXPECTATIONS; OR (C) THAT THIS WEBSITE OR THE DOCUMENTS WILL BE AVAILABLE ON AN UNINTERRUPTED OR SECURE BASIS. YOUR USE OF THIS WEBSITE AND/OR THE DOCUMENTS IS AT YOUR OWN DISCRETION AND AT YOUR OWN RISK.**

# 2018 ASID COMMERCIAL CONTRACT FORM AGREEMENTS

**ASID AND ITS SUPPLIER DO NOT WARRANT THAT THIS WEBSITE, THE SERVER, OR THE DOCUMENTS ARE SECURE, FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT DEFECTS WILL BE CORRECTED. YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION DUE TO YOUR USE OF THE WEBSITE AND/OR THE DOCUMENTS. ASID AND ITS SUPPLIER SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF THE DOCUMENTS AND/OR YOUR USE OF THIS WEBSITE.**

## **5. LIMITATION OF LIABILITY.**

**TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL ASID OR ITS SUPPLIER OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, ASSOCIATES, AFFILIATES, OR CONTENT OR SERVICE PROVIDERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING FROM OR DIRECTLY OR INDIRECTLY RELATED TO THE USE OF, OR THE INABILITY TO USE, THE DOCUMENTS OR THIS WEBSITE, INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, LOSS OF ANTICIPATED PROFITS, LOSS OF BUSINESS, LOSS OF SALES, LOSS OF PROGRAMS, AND/OR LOSS OF DATA, EVEN IF ASID, ITS SUPPLIER OR SUCH INDIVIDUAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL APPLY WHETHER THE DAMAGES ARE BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE. THIS LIMITATION MAY NOT APPLY TO YOU IF YOUR JURISDICTION DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.**

**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 COMMERCIAL 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](http://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](http://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 COMMERCIAL 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.**