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STORAGE SERVICE TERMS AND CONDITIONS

I. INTRODUCTION

These Terms and Conditions (the “Terms,” “Terms and Conditions” or the “Agreement”) govern your use of the internet-based services offered by “Lazybones.” All references to “you” or “your” shall mean and refer to the customer (“Customer”) ordering the Services (as that term is defined herein). The Companies and you are collectively referred to as the “Parties”.

The following entities are independent entities operating in connection with the Lazybones brand, but by using the Lazybones service, you agree that each are separate and distinct corporate entities, and that none of these entities are responsible for the obligations of the other entities. These entities include: Lazybones Laundry & Cleaning Services Inc., Lazybones Laundry & Storage Inc., Colorado Lazybones, Inc., Lazybones of Delaware LLC, Paquete LPB LLC. (collectively the “Companies”). You understand that your order for Services will be between you and one of the Companies, and that your order will be governed by these Terms.

By using the pick-up, storage and delivery services (the “Services”) offered by the Companies, you must utilize the website, mylazybones.com (the “Website”), or directly contact customer service at (877) 215-2105.

Please read these Terms carefully, as they are legally binding on you even if you are browsing the Website without requesting any storage quotes or contracting with the Companies. These Terms are in addition to, and not in lieu of, any other conditions outlined on the Website or agreement(s) you may enter into with the Companies. In the event of conflict between these Terms and any other condition outlined on the Website or agreement(s), these Terms shall control. Lazybones may revise the Terms from time to time when it is appropriate or necessary, without prior notice, and such revisions shall be applicable when first set forth on the Website. Please check the Website periodically to take notice of any changes to the Terms. If you do not want to accept and agree to these Terms, you must exit the Website and not utilize the Services. Your continued use of the Website with the revised Terms shall constitute your acceptance of the Terms and any subsequent changes thereto.

II. USER RESPONSIBILITIES

By using this Website, you represent, warrant and agree that: You are at least 18 years of age and of full capacity to form a legally binding contract. You will provide valid payment information when necessary and pay all outstanding charges when due. You will not file any chargeback or claim without first attempting to resolve the dispute informally by contacting customer service in writing. Your acceptance of these Terms does not and will not violate any other agreement to which you are bound, or any law, rule, regulation, order or judgment to which you are subject. You are solely and exclusively liable for your conduct via the Website.

III. STORAGE POLICY

The Services shall include pickup, storage, and delivery of the Customer's items (the "Item" or "Items") to a destination within a five (5) mile radius of the campus location at which the Items are picked up. As used herein, the phrase "Item" shall mean and refer to a Storage Container (as that term is defined in Section VI hereof). The Items shall be stored at a climate controlled facility selected at the sole discretion of the Companies. A climate controlled storage facility is defined as a storage facility that maintains a safe temperature for the storage of possessions and is effectively ventilated. The Customer understands that this does not guarantee that the storage facility is air-conditioned or heated, and Customer acknowledges and agrees that none of the Companies bear any responsibility for items that are damaged while in storage due to the temperature in the storage facility.

You understand and agree that the summer storage period included in pricing for storage of Items is a four (4) month period (typically May-August). Should the stored Items remain stored longer than the summer storage period for any reason, and not delivered by September 15th you shall be charged 15% of your storage invoice for each month thereafter that the Items remain in storage. This 15% fee will be automatically charged to the credit card we have on file. In the event Items are removed prior to the end of a full month, the 15% charge will NOT be prorated, and must be paid in full prior to release of the Items.

You understand and agree that the semester abroad storage period included in pricing for storage of Items is an eight (8) month period (typically December-August). Should the stored Items remain stored longer than the summer storage period for any reason, and not delivered by September 15th you shall be charged 15% of your invoice for each month the Items remain in storage. This 15% fee will be automatically charged to the credit card we have on file. In the event Items are removed prior to the end of a full month, the 15% charge will NOT be prorated, and must be paid in full prior to release of the Items.

For Items placed in storage, the Companies reserve the right to assume ownership of any abandoned Items. An Item becomes "abandoned" for purposes of the foregoing sentence if you fail to pay the additional 15% fee for the Items left in our care after September 15th. After 30 days of nonpayment of the 15% fee, all abandoned Items will be discarded.

IV. PICKUP POLICY

Pricing includes room-to-room pickup. Each of the Companies must adhere to any University or school policies. If the University or school denies any of the Companies access to come up to your room, you must deal with the University or school directly to resolve such an issue. Prior to a pickup of your Items (a "Pickup"), you must set a time and date (a "Pickup Time") within a window of Pickup Times determined by the Companies. You agree to be present at the designated Pickup location during the Pickup Time Window.

You agree and acknowledge that failure to cancel or adjust the Pickup Time within 48 hours of the scheduled Pickup Time shall forfeit your storage deposit.

V. DELIVERY POLICY

You will incur a \$35 scheduling fee if you do not schedule a delivery time and location (the “Delivery”) for your Items prior to August 1st. There will be no scheduling fee if the Delivery is scheduled prior to August 1st. Customers may schedule deliveries on-line or by phone by calling customer service. You agree to be present for the entirety of your scheduled Delivery window. If you are not present for your scheduled Delivery, you will incur a \$100 missed delivery fee. If you are not present for the Delivery, you agree and acknowledge that a roommate or other person present at the Delivery may sign for the Items to indicate that the Items were delivered in acceptable condition, and that such signature relieves each of the Companies for any and all liability for claims of damage, lost or missing Items, or any other claim related to the storage of your Items. In advance of the Delivery, you may also permit the Companies, via written correspondence, to leave the Items in any location you specify, provided, however, that if you do so and the Items are delivered in accordance with your instructions, you agree that each of the Companies are relieved of any and all liability for claims of damage, lost or missing Items, or any other claim related to the storage of your Items.

Some Universities/Schools have “Early Deliveries” (also referred to herein as “Early Delivery”). Early Deliveries are agreements with the University/School, Landlords, and some Greek Housing to have stored Items delivered prior to you returning to campus. The Companies may work with the University/School, Landlords and some Greek Housing directly, and will complete the Early Delivery UNLESS the Customer notifies customer service in writing otherwise. The University/School, Landlords and some Greek Housing work directly with the Companies to update the delivery address. Once the Items are delivered to the University/School, Landlords or Greek Housing, the Companies will no longer be liable for such Items.

You acknowledge that the Delivery must be within a five (5) mile radius of the campus location at which the Items were picked up. You may be subject to additional fees if the Delivery exceeds the foregoing five (5) mile radius. In the event such a charge applies, the charge will be \$100 per hour spent making the delivery (with a minimum of one hour charged).

You must provide notice of a request for access to the Items or the Delivery of the Items at least five business (5) days prior to the Delivery. Modification of the original Delivery date may result in additional fees pursuant to the Pricing and Fees section of these Terms.

VI. INSURANCE

Packed boxes, packed duffels, packed suitcases, packed plastic bins, and wash/dryclean and store boxes (each a “Storage Container”) are automatically insured for \$50 each due to the negligence of the Companies. This \$50 amount is per packing container, NOT for individual items contained within a Storage Container, and you acknowledge and agree that individual items contained within a Storage Container are not individually covered for \$50. The Storage Container is not insured for damage, only the contents inside. Do not discard the damaged items or Storage Container. In addition to keeping the damaged item and Storage Container, you should also keep

all packing materials used to secure your items inside the packing container. *Storage fees are not refunded in case of loss or damage.*

Additional Storage Insurance

You may purchase additional insurance coverage where the replacement value of your stored Item is greater than \$50. You may not purchase additional insurance coverage for more than \$1,000 for any single Item.

Each additional \$100 in declared value may be purchased for \$1 of Additional Charges. For example, an Item with a \$500 declared value will incur an additional charge of \$5. The cost of additional insurance coverage may also be found on the Website.

To purchase additional insurance coverage for storage you must:

1. Write the declared value on the Initial Receipt (defined below); or
2. Email customer service and adjust the declared amount. HOWEVER, additional insurance is NOT official until the customer receives the Final Receipt (defined below) with the new declared amounts displaying.

Any receipts NOT displaying the additional insurance will be subject to a maximum of the \$50 declared insurance value coverage for properly packed storage containers.

Claims or losses not reported within the forty-eight hours (48) immediately following the Delivery will be waived, and you shall have no further recourse against the Companies. All properly completed and timely submitted claims will be processed, and a response will be issued within thirty (30) days of receipt of such claim. Upon approval of the claim, the lesser of the following amounts will be disbursed:

1. The cost of reasonably restoring the Item to its original condition;
2. The current replacement value of the Item; or
3. The declared insurance value for the Item.

Insurance may be added at pickup, or up to 14 days after the customer receives their Final Receipt (unless otherwise stated herein), provided that any damage incurred prior to obtaining insurance will not be covered. The onus is on the customer to contact Lazybones if they do not receive their Final Receipt within seven (7) days of their storage pickup. A Customer who has their Items stored for less than 14 days must have additional insurance added at least two days prior to delivery. Each of the Companies has its own storage insurance and each is responsible for claims made as a result of its individual actions or lack thereof. It is up to either the individual company or its insurance carrier to determine whether to make payment of a customer claim, and you agree that the other Companies are not responsible for any such claims. You must show either the Initial Receipt (defined below), the Final Receipt (defined below), or such

other documentation evidencing additional insurance and payment therefore to prove the additional insurance amount.

If you fail to purchase additional insurance, you acknowledge and agree that you forfeit any claims for damaged or lost Items in excess of the automatic \$50 amount (for the contents inside properly packed containers only) which is set forth above, and you acknowledge and agree that the Companies will not have any liability therefore in excess of the \$50 (for the contents inside properly packed containers only) amounts set forth above.

The basic and additional insurance for stored Items provides coverage against damage or loss of the Customer's stored Items.

Insurance does not cover:

- a. Jewelry, coins, and collectibles;
- b. Cash;
- c. Damage to electronic equipment if there is no evidence of physical damage or breakage to the outside packaging container;
- d. Items of intangible value (e.g., sentimental);
- e. Extremely fragile items (e.g., mirrors);
- f. Improperly packed items. Proper packing is judged based on UPS standards;
- g. Concealed damage. Concealed damage refers to any damage that occurs to items inside a container (e.g. suitcases, boxes, trunks, etc.) when there is no evidence of damage to the container itself. Concealed damage is the result of improper packing as opposed to mishandling, and therefore will not be insured;
- h. Unpacked items, including furniture.
- i. Minor damage due to normal handling (including but not limited to scratches, nicks, and cuts);
- j. Damage to storage containers (e.g., suitcases, boxes, trunks, plastic bins etc.);
- k. Damage due to natural disasters, and any and all loss or damages occurring while the Items are not in the possession of the Companies.
- l. **Particle board furniture cannot be insured (even if packed properly) against damage of any kind because it is not designed to be moved. Almost all IKEA furniture is particle board. Such items will be handled with care items, but they are stored entirely at YOUR risk.**
- m. Any packed food. Do not pack any food items in your storage containers due to potential animal infestation. Your food will not be covered and you may be subject to additional fees.
- n. Liquids, or items damaged because of liquids. NEVER pack liquids in any of your boxes.
- o. Items with mold due to damp items being packed inside of your boxes. Do not pack items that are still damp inside of your box. Mold can develop from a very small amount of moisture. All stored items must be 100% dry when packed.

All claims, including, but not limited to claims for damaged or lost items, must be made within 48 hours of Delivery. In the case of an Early Delivery, claims must be made within 48 hours of arrival to University/School, residence hall, Landlord, Greek Housing,

or apartment (you are responsible for providing acceptable proof of time of actual arrival to campus, i.e. plane ticket, affidavit, etc.).

Shipping Coverage and Damage

You understand that the Companies ship your items through third party shippers (such as UPS, DHL, FEDEX, etc.). You release the Companies of all liability for damage or loss done to any Items or any of an Item's contents before, during, or after shipping. You will be provided with the tracking information once the shipped Item(s) has been processed. You understand that the automatic \$50 in declared insurance coverage that Lazybones provided to you is no longer applicable as soon as your Items have been released to a third party shipper. The third party shipper will automatically provide \$100 insurance coverage for each container shipped. Any additional insurance coverage you desire for shipping **MUST** be indicated on the Initial Receipt at the time of Pickup. Declared value for shipped Items **CANNOT** be changed after the Pickup. Any shipped Items that are damaged or lost, will be handled through the third party shipper and you agree to all of the rules, regulations, and claims requirements of the third party shipper. You are responsible for packing the box (or shipping container) correctly. The Companies are **NOT** responsible for boxes (or shipping containers) packed incorrectly. All claims will be handled by third party shipping provider and the total amount to be reimbursed is at the third party shipper's discretion and in accordance with the third party shipper's rules. In the case of loss or damage to your shipped Items, the following steps must be followed:

1. You must take pictures of your damaged Item, both outside and inside of its' packing container. **YOU MUST KEEP THE BOX (OR SHIPPING CONTAINER) AND MERCHANDISE – DO NOT DISCARD THE DAMAGED ITEMS OR THE BOX (OR SHIPPING CONTAINER).** If you discard the damaged items or the box (or shipping container), your claim with the third party shipper will be rejected regardless of who is at fault.
2. You must keep all protective materials, such as bubble wrap, foam, etc., and take pictures of these materials as well.
3. You must submit your claim to the third party shipper directly and independently of any of the Companies, and send a copy of your claim to Lazybones customer service by email. Once submitted to the third party shipper, you must communicate directly with the third party shipper.

VII. PACKING AND PROTECTION OF ITEMS

You shall read, accept, and follow the packing tips as listed on the Website. You agree that the packing of Items is the sole responsibility of you. Items damaged due to improper packing will not be covered by insurance, any of the Companies, or any third party shipping agents.

VIII. PAYMENT POLICY

You shall pay for the Services via credit card. Once entered, the Companies do not have access

to your personal financial information, except that financial information will be held encrypted with our merchant services provider. At the time you reserve your storage space, you will be charged a \$35 deposit, which will be applied towards your storage order. For example, if you have a \$200 storage invoice, you will only owe an additional \$165 at the time your Final Receipt is emailed to you.

Storage deposits are refundable up to 48 hours before your scheduled Pickup. If you cancel your storage reservation within 48 hours of your scheduled Pickup, you forfeit your storage deposit. Any deposits for storage and storage services not used after September 1st are not refundable. After the Pickup of your Items, you will receive and sign an 'Initial Receipt' listing all the Items that were picked up. The Companies reserve the right to correct any employee error prior to sending out the Final Receipt, which will come in the form of an email within seven (7) days of the pickup. You will have fourteen (14) days after receiving the Final Receipt (measured from the date and time the Final Receipt was emailed to you) to review it and contact Lazybones Customer Service with any questions or concerns. After 14 days, all disputes shall be waived. **Your credit card will be charged the balance due once the Final Receipt is emailed to you.**

If incorrect credit card information is given, or payment processing is rejected in any way, you shall remain responsible for payment of all fees until you pay the fees in full. Should you fail to pay the remaining balance, the Companies reserve the right to retain your Items until full payment, including any additional fees, is received. You understand and acknowledge that delayed payments may cause the delay of the Delivery, as well as the assessment of additional fees due to rescheduling and/or non-payment.

Balances that are unable to be collected and are not paid when due may result in the holding of your Items as collateral. If payment is not made during the time periods set forth herein (see Section III above), your Items may be sold, donated, or otherwise disposed of if you fail to pay the balance due. You acknowledge that your failure to be present at the Delivery and your subsequent failure to communicate with customer service concerning an alternate arrangement for the Delivery shall constitute the abandonment of the Items. The Companies shall make reasonable attempts to contact you. If you fail to respond to such communication, and more than two weeks has passed after the scheduled Delivery date, the Companies reserve the right to dispose of the Items as the Companies see fit and/or to continue to charge you storage fees as set forth herein.

IX. PRICING AND FEES

Pricing for all Services shall be in accordance with the price list on the Website. The Fees listed are for each Storage Period: (i) Summer Storage (May - August), or (ii) Semester Abroad Storage (December - August). In addition to such Fees, various Additional Charges may apply as described in these Terms. You agree to pay all of the Additional Charges applicable to you. Additional Charges are intended to compensate for the additional expenses incurred because of

the deviation from standard procedures and practices of the Services. The following is a non-exhaustive list of Additional Charges:

Barcode Labeling– There is an extra charge for any item that does not have a barcode label attached at the time of storage pickup. Lazybones will apply a generic barcode label to all unlabeled items and add a \$1 surcharge to each.

Unthawed Fridge – There shall be an additional fee of \$25 for any refrigerator not completely thawed out prior to Pickup.

Rescheduling – You shall pay \$25 per rescheduling if notice is not given at least 48 hours prior to your scheduled Pickup time.

Missed Delivery – You shall pay a \$100 missed delivery fee if you are not present for your scheduled Delivery.

Delivery Radius – If your Delivery location is outside a five (5) mile radius from the center of campus, you shall pay \$125 per hour spent delivering the Items by the relevant Company.(with a one hour minimum). No deliveries can be made further than 20 miles outside the campus radius during peak storage season (August).

Disposal of Items – In the event that you do not wish to have the Items returned to you, you shall pay \$25 per Item for the handling and disposal of the Item. Said determination shall be made solely and exclusively by the Company which picked up your Items.

Scheduling Fee – Storage Deliveries which are not scheduled by August 1st will be charged a \$35 scheduling fee.

Food – If we find a rodent issue in our facility and trace it to the customer’s belongings due to food storage, the customer will be fined a \$100.

Television Packing Fee- If your television is not properly packed inside of a designated TV box at the time of your scheduled Pickup, Lazybones will automatically pack your television for you and a \$75 packing fee will be automatically added to your invoice.

X. SHIPPING

Please be aware, shipping services can be very expensive. All Items that the customer has requested to be shipped are picked up by our moving crews, taken to our warehouse for labeling, then shipped via a third-party shipper. We then apply the charges to your card on file and send you an invoice with tracking labels. When our pick-up crews receive your container(s) for shipping, they do not calculate your charges, nor do they give advice regarding whether it is a good idea to ship your belongings. Please refrain from asking our crews about shipping or pricing. Pricing and/or quotes given by our moving crews will not be honored.

The third-party shipper's charges are based on dimensional weights and include a fuel surcharge. To get a good estimate of what your shipping costs will be, go to UPS.com and enter your shipping container's dimensions. Be sure to enter the container's dimensions as well as its weight. If you only enter the weight, it will not calculate the price correctly. You must enter the length at its longest, the width at its widest and the height at its tallest point. This is especially true for duffel bags. Please enter the following information:

1. Your campus zip code
2. Container dimensions (length, width, height)

Note: Our box dimensions signify INTERIOR dimensions. When prompted to enter box size, you must add 1" to every side for UPS specs, based on EXTERIOR dimensions. For example an 18x18x24 box, should be entered as a 19x19x25 box

3. Estimated weight of box
4. Indicate payment at a retail location

Once you have obtained an estimate from the UPS website, remember that our prices will also include a 20% service charge, as with any other retail location. This charge will include our cost for labor, transport and handling of your items. Please note, shipping costs are separate from storage costs. If you have shipping only (no storage) there is an additional \$35 pickup fee. These are two separate services.

XI. COMMUNICATION

Contact Information. To contact Lazybones with any questions regarding our policies and Terms and Conditions, please email us at wecare@mylazybones.com. Lazybones has the right to modify these terms and conditions at any point, and/or cancel or refuse service to any customer.

XII. OTHER TERMS

1. **Compliance with Laws** – At all times the Parties hereto shall be responsible for maintaining compliance with all local, state, and federal laws.
2. **Waiver** – The failure of either party at any time or times to demand strict performance by the other of any terms, covenants, or conditions set forth herein shall not be construed as a waiver or relinquishment thereof and each party may at any time demand strict and complete performance by the other of said terms, covenants and conditions.
3. **Assignment** – Neither of the Parties may assign the rights granted hereunder without the written consent of the other, except that the Parties agree that the Companies may utilize the services of third party shippers. Any assignment in violation of this section shall be null and void.

4. **Entire Agreement** – These Terms, together with any other terms set forth on the Website constitute the entire Agreement between the parties relating to the subject matter hereof.
5. **Integrated Agreement** – These Terms constitute the complete and exclusive statement of the agreement between the Parties, and supersedes all prior agreements, proposals, communications, and negotiations between the Parties, both written and oral, regarding the subject matter hereof.
6. **Nature of Relationship** – These Terms and the relationship of the Parties, does not constitute and shall not be construed as constituting a partnership, joint venture, or franchise between the Parties. Neither party shall have any right to obligate or bind the other party in any manner whatsoever, except as set forth in these Terms, and nothing herein contained, shall give or intend to give, any rights of any kind to any third parties.
7. **Severability** – If any provision of this Agreement is held to be unenforceable or illegal by a court of competent jurisdiction, such provision shall be severed from this Agreement, and all other provisions of this Agreement shall remain in full force and effect.
8. **Indemnity** – You agree to defend, indemnify, and hold harmless the Companies and their officers, directors, members, managers, employees, attorneys, agents and affiliated persons and entities, successors and assigns (“Indemnities”) from any claim, action, liability, loss, damages, lawsuit or any other proceeding arising from or related in any way to the provision of Services, including, but not limited to customer complaints, property damage or loss, or any lawsuits or arbitration proceedings brought by you, or any conduct by you that results in such lawsuits or arbitration proceedings (“Claims”). In the event that any Claims are asserted against Indemnities, Indemnities shall provide you with written notice of same, and thereafter you shall at your own expense defend, indemnify, and hold harmless Indemnities against said Claims or any loss or liability thereunder. In the further event you shall fail to so defend, indemnify and hold Indemnities harmless, then in such instance Indemnities shall have full rights to defend, pay or settle said Claims on its behalf without notice to you and with full rights to recourse against you for all fees, costs, expenses, including, but not limited to, reasonable attorneys fees, and payments made or agreed to be paid to discharge said claims. Upon your default of the obligations imposed by this paragraph, you further agree to pay all reasonable attorney’s fees necessary to enforce this Terms. These Terms shall be binding upon and inure to the benefit of the Parties, their successors, assigns and personal representatives, and shall survive termination and cancellation of these Terms.
9. **Limitation of Liability** – IN NO EVENT SHALL THE COMPANIES, THEIR OFFICERS, MEMBERS, MANAGERS, DIRECTORS, EMPLOYEES, ATTORNEYS, AGENTS, AFFILIATED ENTITIES, BE LIABLE TO YOU FOR ANY DIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF THIS AGREEMENT OR THE PERFORMANCE THEREOF, WHETHER BASED ON CONTRACT, TORT

(INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHERMORE, NOTWITHSTANDING ANY OF THE TERMS OF THIS AGREEMENT, UNDER NO CIRCUMSTANCES SHALL THE COMPANIES MONETARY LIABILITY FOR ANY CAUSE OF ACTION WHATSOEVER EXCEED THE AMOUNTS PAID YOU TO THE COMPANIES.

10. **Governing Law and Venue** – This Agreement and any and all disputes hereunder shall be governed in accordance with the law of the place where the services are delivered, without regard to conflict of laws principles, and, as necessary the laws of the United States of America. You agree that any action or proceeding involving any dispute arising out of or in connection with these Terms or the storage/return of your Items shall be brought only in either (a) the United States District Court for the District where the Services are provided, or (b) any appropriate state court located where the Services are provided, and for which purpose you irrevocably consent and submit to the exclusive jurisdiction and venue of such courts in respect of any such proceeding. You expressly waive the right to a trial by jury of any dispute arising out of or in connection with these Terms or the storage/return of your Items.
11. **Further Assurances** – You agree that you shall, at the reasonable request of any of the Companies, execute and deliver such documents, certificates, and other writings, and take such other actions as may be necessary or desirable, to accomplish the goals of these Terms and the storage/return of your Items.
12. **No Implied License** – Nothing in these Terms shall be construed as granting any right or license under any intellectual property rights of the Companies by implication, estoppel, or otherwise, except as expressly set forth in these Terms.
13. **No Adverse Construction** – You agree that in the event of any ambiguity in these Terms, there will not be any adverse construction against any entity or individual on the grounds that they drafted these Terms.
14. **Notices** – All notices or other communications under these Terms shall be sufficiently given and shall be deemed given immediately when sent by electronic mail at the address(es) listed below, or, if sent by regular mail, within three business days after being sent by regular mail to the address(es) set forth below:

(a) To Companies:

Lazybones Laundry & Cleaning Services, Inc.
Attn Corporate Office
5315 Paulson Road
McFarland, WI 53558

and

wecare@mylazybones.com

(b) To you:

The email address you provided when you signed up for the Service.

15. **Authority** – You warrant that you have the full right, power, and authority to enter into and abide by these Terms.

16. **Force Majeure** – The Companies shall not be liable for any failure to perform any of their obligations hereunder during any period in which such performance is delayed by fire, flood, earthquake, tornado, other natural disaster, war, embargo, riot, pandemics or the intervention of any government authority, provided that the respective company that is unable to perform notifies you of such inability.

END STORAGE TERMS AND CONDITION

LAUNDRY SERVICE TERMS AND CONDITIONS

I. INTRODUCTION

These Terms and Conditions (the “Terms,” “Terms and Conditions” or the “Agreement”) govern your use of the internet-based services offered by “Lazybones.” All references to “you” or “your” shall mean and refer to the customer (“Customer”) ordering the Services (as that term is defined herein). The Companies and you are collectively referred to as the “Parties”.

The following entities are independent entities operating in connection with the Lazybones brand, but by using the Lazybones service, you agree that each are separate and distinct corporate entities, and that none of these entities are responsible for the obligations of the other entities. These entities include: Lazybones Laundry & Cleaning Services Inc., Lazybones Laundry & Storage Inc., Colorado Lazybones, Inc., Lazybones of Delaware LLC, Paquete LPB LLC (collectively the “Companies”). You understand that your order for Services will be between you and one of the Companies, and that your order will be governed by these Terms.

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II. User Responsibilities

By using this Website, you represent, warrant and agree that: You are at least 18 years of age and of full capacity to form a legally binding contract. You will provide valid payment information when necessary and pay all outstanding charges when due. You will not file any chargeback or claim without first attempting to resolve the dispute informally by contacting customer service in writing. Your acceptance of these Terms does not and will not violate any other agreement to which you are bound, or any law, rule, regulation, order or judgment to which you are subject. You are solely and exclusively liable for your conduct via the Website.

III. Rags & Industrial Chemicals

Lazybones will not clean rags that may have had contact with any industrial chemicals, solvents, or cleaning agents as such rags are an extreme fire hazard. Lazybones personnel will refuse pickup of such rags, and/or immediately return them to their owner when they are discovered. Any customer giving such rags to Lazybones is responsible for any fire damage or consequences these rags cause.

Lazybones also reserves the right to refuse to clean any garment for any reason.

IV. Pick ups and Deliveries

Laundry pick ups and deliveries will be attempted during normal business hours as determined by Lazybones. If a secure delivery location is available - specifically a supervised front desk or office - deliveries may be made to this location by Lazybones. If a delivery is made in this manner or to the inside of a customer's residence, this delivery will be considered completed and Lazybones will assume no further liability. If providing access to any service point and/or selecting service to any service point then you will exonerate, hold harmless, protect, and indemnify Lazybones, its employees, its successors, and assignees, from and against any and all loss, liabilities, damages, claims, suits, or actions, judgments, and costs which may arise from intentional acts, omissions, or negligent acts inside the home/apartment or to any part of the building, inside or out. Spring Break week is not included in the price of the semester plans.

V. Poundage Minimum

In order to cover our cost of pick up and delivery there is a minimum of 10 pounds per pick up. If you turn in less than 10 pounds of laundry, it will still be recorded and billed to your account as 10 pounds.

Laundry pickup must be scheduled in advance by the customer. Pick up and delivery will take place each week on Sunday through Thursday, except on certain holidays determined by Lazybones at its sole discretion. Each customer is allowed one (1) pickup per week. Lazybones reserves the right to determine the pickup and delivery times at its sole discretion and reserves the right to reschedule pickup and delivery times upon prior notice to the customer.

If the customer misses a scheduled pickup during a given week, the customer will forfeit the service for that week and will not be reimbursed. In order to accommodate the customer for the missed week of service, Lazybones will allow the customer to wash twice as many pounds of laundry the next week as they are normally allowed, free of additional charges. For example, if a customer who paid for fifteen (15) pounds per week misses a week, they may have thirty (30) pounds of laundry cleaned the next week. Or the customer can get a second pick up later that semester. Unused laundry week(s) can be used for additional pickups only within that current semester.

VI. Accounts

All billing shall be handled through the set-up of the customer's account. All laundry turned in to Lazybones by an authorized user of that account will be cleaned and any extra pound charges and dry cleaning charges will be added directly to this account and the customer charged accordingly without seeking continual and additional charging permissions. Lazybones cannot be responsible for limiting authorized users in any way.

VII. Payment

The customer must pay the agreed-upon charges prior to service. Services that have been paid for but go unused do not carry over from week-to-week, or from service term to service term. Lazybones will not provide a refund for any under-utilization of services. Except as described in the next paragraph, all sales are final and all payments are non-refundable. In the event that the customer's laundry weighs more than he/she paid for, a fee will be charged for each additional pound.

VIII. Refund/Cancellation Policy

Refunds for packages are available up to 30 days after purchase. No refund is possible after 30 days. Before that time, a refund can be requested at any time via phone or email. The amount refunded is based on how many pounds used, multiply by the per pound price we charge ‘by the pound’ customers plus a \$30 processing fee.

No refunds are available for dry cleaning services or for ‘by the pound’ laundry services.

IX. Service renewal

Our laundry semester plans are automatically renewed for the semester following that in which they are started. Customers must contact us by phone or email if they choose not to have service renewed.

X. Dry Cleaning

Items to be dry cleaned must be contained separately from laundry, and clearly labeled with the preprinted form supplied by Lazybones with specific instructions to have these items dry cleaned this form (called Download Laundry Welcome Packet). It can be download the form from our website. Customers must keep dry cleaning items in a separate bag clearly labeled with their name and outside of their laundry bag to ensure that dry cleaning items will not be weighed along with laundry items. Failure to do so could lead to incorrect charges being applied to the customers’ account. Failure to specify will alleviate Lazybones of any and all liability arising from the methods used to clean these garments. If we happen to find DRY CLEAN ONLY garments turned into the laundry with your regular wash, they will be automatically dry cleaned and the charges will be billed to your account unless other instructions are provided by you prior to time of washing. However, if you turn in a dry clean only garment and do not alert Lazybones that it is with your clothes, Lazybones is not responsible for liability arising from the manner in which it is cleaned.

XI. Missing Items

Lazybones uses a sophisticated digital video and barcoding system to record and monitor all laundry as it flows through our wash system. If a customer believes an item was lost by Lazybones, we will use this system to determine if that did in fact happen. However, Lazybones’ reserves the sole right to make that determination. All claims regarding garments missing while in our care must be made in writing (email is acceptable) within 48 hours of the laundry being delivered back to you. After this time period Lazybones cannot be expected to monitor the laundry in question through the washing system and cannot be held responsible for claims relating to this pick up. If an item is determined missing by Lazybones, the customer will be reimbursed according to the standards dictated by the insurance level (standard, plus, premium) chosen by the customer when ordering their laundry package. Lazybones waits 14 days from the actual delivery date before any type of reimbursal. The delay in reimbursal is due to the fact that over 95% of people claiming an item is missing, find the item on their own within two weeks of the claim.

In the event that an entire order of laundry or dry cleaning is lost/stolen before we attempt pickup then Lazybones assumes no responsibility. In the event that an entire completed order of Wash Dry Fold or Special Care is lost/stolen after it has left our possession, Lazybones assumes no responsibility. We make every effort possible to offer secure service points, with the option of

in-home service always available. Informing you of delivery is a courtesy, not a guarantee that you will either receive the confirmation of delivery or successfully retrieve your garments.

In the event Lazybones is at fault for a lost package, Lazybones will reimburse based on the insurance you have chosen. The standard rate will be paid \$35 per pound or value of package, whichever is lesser. The Plus rate will be paid \$50 per pound or value of package, whichever is lesser. The Premium rate will be paid \$75 per pound or value of package, whichever is lesser. In the rare case that this ever occurs, Lazybones will reimburse the customer 14 days after written claim is received.

Any reimbursements for individual items will be based on the insurance you have chosen. Standard, Plus or Premium.

For example, if you are female that claims to have lost a hoody with plus rate insurance, you would receive a \$85 credit or Hoody(description)/female(gender)/insurance rate(rate you are picked).

Description / gender / standard_rate / plus_rate / premium_rate

Bra/ Female / \$ 25.00 / \$ 45.00 / \$ 80.00

2 socks (pair)/ Female / \$ 6.00 / \$ 12.00 / \$ 18.00

Tank top/undershirt/ Female / \$ 10.00 / \$ 25.00 / \$ 50.00

T-shirt/ Female / \$ 15.00 / \$ 30.00 / \$ 60.00

Towel/ Female / \$ 16.00 / \$ 25.00 / \$ 45.00

Hoody/ Female / \$ 45.00 / \$ 85.00 / \$ 125.00

Leggings/ Female / \$ 20.00 / \$ 45.00 / \$ 100.00

Sm. Shorts/ Female / \$ 40.00 / \$ 70.00 / \$ 100.00

Sweater/ Female / \$ 40.00 / \$ 90.00 / \$ 150.00

Panty/ Female / \$ 10.00 / \$ 15.00 / \$ 25.00

Blouse/ Female / \$ 30.00 / \$ 75.00 / \$ 125.00

PJ Pants/ Female / \$ 20.00 / \$ 30.00 / \$ 40.00

Sweats/ Female / \$ 25.00 / \$ 45.00 / \$ 85.00

Velvet sweat pants/ Female / \$ 30.00 / \$ 80.00 / \$ 150.00

Athletic shorts/ Female / \$ 25.00 / \$ 40.00 / \$ 75.00

Jeans/ Female / \$ 40.00 / \$ 125.00 / \$ 220.00

Dress or Capri Pants/ Female / \$ 25.00 / \$ 100.00 / \$ 175.00

Boxers/ Female / \$ 12.00 / \$ 20.00 / \$ 40.00

Polo/ Female / \$ 35.00 / \$ 75.00 / \$ 125.00

2 socks (pair)/ Male / \$ 5.00 / \$ 10.00 / \$ 15.00

Tank top or undershirt/ Male / \$ 10.00 / \$ 25.00 / \$ 50.00

T-shirt/ Male / \$ 15.00 / \$ 30.00 / \$ 60.00

Towel/ Male / \$ 16.00 / \$ 25.00 / \$ 45.00
Hoody/ Male / \$ 45.00 / \$ 85.00 / \$ 125.00
Sm. Shorts/ Male / \$ 40.00 / \$ 70.00 / \$ 100.00
Sweater/ Male / \$ 40.00 / \$ 90.00 / \$ 150.00
Blouse/ Male / \$ 30.00 / \$ 75.00 / \$ 125.00
PJ Pants/ Male / \$ 20.00 / \$ 30.00 / \$ 40.00
Sweats/ Male / \$ 25.00 / \$ 45.00 / \$ 85.00
Athletic shorts/ Male / \$ 25.00 / \$ 40.00 / \$ 75.00
Jeans/ Male / \$ 40.00 / \$ 125.00 / \$ 220.00
Dress/Capri Pants/ Male / \$ 25.00 / \$ 100.00 / \$ 175.00
Boxers/ Male / \$ 12.00 / \$ 20.00 / \$ 40.00
Polo/ Male / \$ 35.00 / \$ 75.00 / \$ 125.00
Sheets Twin (Flat&Fitted)/ Both / \$ 25.00 / \$ 45.00 / \$ 70.00
Sheets Full/Queen/King (Flat&Fitted)/ Both / \$ 30.00 / \$ 65.00 / \$ 100.00
Pillow Case/ Both / \$ 10.00 / \$ 15.00 / \$ 25.00
Sheets Twin (Flat or Fitted)/ Both / \$ 13.00 / \$ 25.00 / \$ 35.00
Sheets Queen or King (Flat or Fitted)/ Both / \$ 15.00 / \$ 35.00 / \$ 50.00
Comforter/ Both / \$ 35.00 / \$ 75.00 / \$ 150.00
Jersey/ Both / \$ 25.00 / \$ 50.00 / \$ 75.00

XII. Damaged Items

Lazybones will not be held responsible for any damage brought about through wear and tear from ordinary wash and dry operations. Unless otherwise directed, all clothing will be washed in cold water and dried on medium heat. Any shrinking of clothing not specified for special care will not be the responsibility of Lazybones. Lazybones will not be responsible for any damage originating from ink pens left in laundry pockets. Lazybones only uses pencils within their wash system to avoid this situation.

All claims regarding garments damaged while in our care must be made *in writing* (email is acceptable) within 48 hours of the laundry being delivered back to you. Lazybones will always pick up damaged garments for inspection if a claim is made. We will not be responsible for any claim if customer refuses to provide us the damaged garment for detailed inspection. Any item a claim has made on that appears worn before the inspection alleviates and nullifies any claim.

Many stains become more visible after being exposed to the heat of the normal drying process and determinations as to the origins of these stains and corresponding liability thereof will be made solely by Lazybones. In the event that a garment is discolored, Lazybones will make a value assessment of the item based on the insurance level (standard, plus, or premium) chosen by the customer. The specific allowed values of specific clothing items by insurance level are listed on our website. If an item is determined damaged in any other manner by Lazybones, the customer will be reimbursed according to these insurance levels.

Preventative steps are taken when deemed appropriate to remove beads, buttons, pins, brooches, and sequins from garments or to wrap in foil prior to cleaning. Our preventive steps greatly reduce incidents but do not eliminate all problems. When a problem does arise, we will do our best to fix, find, replace but do not guarantee 100% satisfaction and compensation requests.

Any reimbursements will be based on the insurance you have chosen. Standard, Plus or Premium.

XIII. Irreplaceable Garments

In the event that a garment in question is custom made or of unique or foreign origination, Lazybones can only be held responsible for the value based on the insurance type customer picked. Lazybones is not responsible for any items left in pockets or otherwise turned in with any laundry orders.

Any reimbursements will be based on the insurance you have chosen. Standard, Plus or Premium.

XVI. Items within garments

Lazybones takes steps prior to cleaning to search all garments in hopes of finding, removing, and returning such items as lipstick, candy, pens, jewelry, id's, cellphones, ipods, etc. We, however, take no financial responsibility for items that you claim were submitted with an order or items not found by us prior to cleaning and then destroyed during the cleaning process. Lazybones also claims no financial responsibility for damage to your garments from items we did not successfully remove from garments prior to cleaning. As a result, we urge all customers to please check all garments carefully prior to pickup.

XV Allergies

We take the utmost care in dealing with allergies, but we cannot guarantee and will accept no responsibility for an allergic reaction caused by the soaps and chemicals we use.

Lazybones has the right to modify these terms and conditions at any point, and/or cancel or refuse service to any customer. If there are any further questions or misunderstandings, a Lazybones employee is always available to explain by e-mail via wecare@lazybones.com, or by phone during our normal operating hours.

XVI. OTHER TERMS

1. **Compliance with Laws** – At all times the Parties hereto shall be responsible for maintaining compliance with all local, state, and federal laws.
2. **Waiver** – The failure of either party at any time or times to demand strict performance by the other of any terms, covenants, or conditions set forth herein shall not be construed as a waiver or relinquishment thereof and each party may at any time demand strict and complete performance by the other of said terms, covenants and conditions.
3. **Assignment** – Neither of the Parties may assign the rights granted hereunder without the written consent of the other, except that the Parties agree that the Companies may utilize the services of third party shippers. Any assignment in violation of this section shall be null and void.

4. **Entire Agreement** – These Terms, together with any other terms set forth on the Website constitute the entire Agreement between the parties relating to the subject matter hereof.
5. **Integrated Agreement** – These Terms constitutes the complete and exclusive statement of the agreement between the Parties, and supersedes all prior agreements, proposals, communications, and negotiations between the Parties, both written and oral, regarding the subject matter hereof.
6. **Nature of Relationship** – These Terms and the relationship of the Parties, does not constitute and shall not be construed as constituting a partnership, joint venture, or franchise between the Parties. Neither party shall have any right to obligate or bind the other party in any manner whatsoever, except as set forth in these Terms, and nothing herein contained, shall give or intend to give, any rights of any kind to any third parties.
7. **Severability** – If any provision of this Agreement is held to be unenforceable or illegal by a court of competent jurisdiction, such provision shall be severed from this Agreement, and all other provisions of this Agreement shall remain in full force and effect.
8. **Indemnity** – You agree to defend, indemnify, and hold harmless the Companies and their officers, directors, members, managers, employees, attorneys, agents and affiliated persons and entities, successors and assigns (“Indemnities”) from any claim, action, liability, loss, damages, lawsuit or any other proceeding arising from or related in any way to the provision of Services, including, but not limited to customer complaints, property damage or loss, or any lawsuits or arbitration proceedings brought by you, or any conduct by you that results in such lawsuits or arbitration proceedings (“Claims”). In the event that any Claims are asserted against Indemnities, Indemnities shall provide you with written notice of same, and thereafter you shall at your own expense defend, indemnify, and hold harmless Indemnities against said Claims or any loss or liability thereunder. In the further event you shall fail to so defend, indemnify and hold Indemnities harmless, then in such instance Indemnities shall have full rights to defend, pay or settle said Claims on its behalf without notice to you and with full rights to recourse against you for all fees, costs, expenses, including, but not limited to, reasonable attorneys fees, and payments made or agreed to be paid to discharge said claims. Upon your default of the obligations imposed by this paragraph, you further agree to pay all reasonable attorney’s fees necessary to enforce this Terms. These Terms shall be binding upon and inure to the benefit of the Parties, their successors, assigns and personal representatives, and shall survive termination and cancellation of these Terms.
9. **Limitation of Liability** – IN NO EVENT SHALL THE COMPANIES, THEIR OFFICERS, MEMBERS, MANAGERS, DIRECTORS, EMPLOYEES, ATTORNEYS, AGENTS, AFFILIATED ENTITIES, BE LIABLE TO YOU FOR ANY DIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF THIS AGREEMENT OR THE PERFORMANCE THEREOF, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL

THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHERMORE, NOTWITHSTANDING ANY OF THE TERMS OF THIS AGREEMENT, UNDER NO CIRCUMSTANCES SHALL THE COMPANIES MONETARY LIABILITY FOR ANY CAUSE OF ACTION WHATSOEVER EXCEED THE AMOUNTS PAID YOU TO THE COMPANIES.

10. **Governing Law and Venue** – This Agreement and any and all disputes hereunder shall be governed in accordance with the law of the place where the services are delivered, without regard to conflict of laws principles, and, as necessary the laws of the United States of America. You agree that any action or proceeding involving any dispute arising out of or in connection with these Terms or the storage/return of your Items shall be brought only in either (a) the United States District Court for the District where the Services are provided, or (b) any appropriate state court located where the Services are provided, and for which purpose you irrevocably consent and submit to the exclusive jurisdiction and venue of such courts in respect of any such proceeding. You expressly waive the right to a trial by jury of any dispute arising out of or in connection with these Terms or the storage/return of your Items.
11. **Further Assurances** – You agree that you shall, at the reasonable request of any of the Companies, execute and deliver such documents, certificates, and other writings, and take such other actions as may be necessary or desirable, to accomplish the goals of these Terms and the storage/return of your Items.
12. **No Implied License** – Nothing in these Terms shall be construed as granting any right or license under any intellectual property rights of the Companies by implication, estoppel, or otherwise, except as expressly set forth in these Terms.
13. **No Adverse Construction** – You agree that in the event of any ambiguity in these Terms, there will not be any adverse construction against any entity or individual on the grounds that they drafted these Terms.
14. **Notices** – All notices or other communications under these Terms shall be sufficiently given and shall be deemed given immediately when sent by electronic mail at the address(es) listed below, or, if sent by regular mail, within three business days after being sent by regular mail to the address(es) set forth below:

(c) To Companies:

Lazybones Laundry & Cleaning Services, Inc.
Attn Corporate Office
5315 Paulson Road
McFarland, WI 53558

and
wecare@mylazybones.com

(d) To you:

The email address you provided when you signed up for the Service.

15. **Authority** – You warrant that you have the full right, power, and authority to enter into and abide by these Terms.

16. **Force Majeure** – The Companies shall not be liable for any failure to perform any of their obligations hereunder during any period in which such performance is delayed by fire, flood, earthquake, tornado, other natural disaster, war, embargo, riot, pandemic, or the intervention of any government authority, provided that the respective company that is unable to perform notifies you of such inability.

END LAUNDRY TERMS AND CONDITIONS