

# LUX LAUNDROMAT

MOBILE::7 - DROP OFF - SELF SERVE

LOCATION: #2, 1211 14 STREET SW      PHONE: 587-350-WASH (9274)  
OPEN 7 DAYS A WEEK\* 8AM - 10PM      \*LAST LOAD AT 9PM

## Wash/Dry/Fold Laundry Services Agreement

LUX LAUNDROMAT, (hereinafter in the contract referred to as LUX LAUNDROMAT) services are provided subject to your (hereinafter "Customer") compliance and acceptance with the terms and conditions set forth below. As a condition to using any of LUX LAUNDROMAT services, and for the mutual benefit of both LUX LAUNDROMAT and the Customer the undersigned ("Customer") agrees to the following terms and conditions.

### Services

LUX LAUNDROMAT will provide scheduled pick ups during the Term of the Agreement. LUX LAUNDROMAT is under no obligation to provide any services to the Customer that are not fully paid for by the Customer in advance.

Customer must place all garments in the LUX LAUNDROMAT bag provided by LUX LAUNDROMAT upon pick up. It is the Customer's responsibility to either deliver the filled LUX LAUNDROMAT bag to a LUX LAUNDROMAT agent upon pick up or have it ready at agreed upon day, time and location. LUX LAUNDROMAT reserves the right to determine the pick up and drop off times at its own discretion and reserves the right to reschedule such times upon prior notice to the Customer.

### Notice of Restrictions

LUX LAUNDROMAT will use reasonable efforts to try and ensure that its cleaning & delivery service maintains a high quality service.

However:

- LUX LAUNDROMAT is not responsible for garments that bleeds, shrinks or otherwise changes as a result of normal washing.
- LUX LAUNDROMAT is not responsible for lost articles unless proven that LUX LAUNDROMAT was responsible for the loss.

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[WWW.LUXLAUNDROMAT.COM](http://WWW.LUXLAUNDROMAT.COM)

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- LUX LAUNDROMAT is not responsible for garments labeled “hand wash only” or “dry clean only” and is not responsible for checking for these labels in Customer’s garments. Please check garments before delivering them to LUX LAUNDROMAT agent.
- LUX LAUNDROMAT is not responsible for garments not placed in the LUX LAUNDROMAT bag upon pick up.
- LUX LAUNDROMAT is not responsible for loss of or damage to any personal or non-cleanable items left in the garments or bags such as money, jewelry or anything else. Customer agrees not to leave such items in their garments or in the LUX LAUNDROMAT bags.
- LUX LAUNDROMAT is not responsible for any loss, damage or theft of items left unattended for pick up or drop off, whether left by the Customer or LUX LAUNDROMAT agent.
- LUX LAUNDROMAT reserves the right to refuse cleaning of any garment.
- LUX LAUNDROMAT does not guarantee removal of all stains.
- Although LUX LAUNDROMAT is not liable for damage to or loss of garments due to the fault of the any third party cleaners or service providers, if LUX LAUNDROMAT at its sole discretion desires to, LUX LAUNDROMAT will reimburse Customer for lost or damaged garments in an amount to be determined by LUX LAUNDROMAT. Customer must notify LUX LAUNDROMAT within 5 business days of receipt of a delivery any discrepancy, loss or damage of garments from that particular delivery, failure to do so constitutes waiver of a claim for lost or damaged garments from that delivery.

## **Termination**

In the event that there are unpaid Membership fees due and Customer does not pay upon demand by LUX LAUNDROMAT, LUX LAUNDROMAT may terminate this Agreement and may initiate legal proceedings against Customer for the full amount due for the entire Term and collect reasonable attorney fees and costs. Interest will accrue on any unpaid balance at 1.5% per month. If the Customer terminates the Agreement within the first four weeks of the Term, LUX LAUNDROMAT will issue a full refund of the Membership fee less week(s) of service used. After the first four weeks of Term no refund will be made. Customers are not refunded for any under usage of services.

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LUX LAUNDROMAT reserves the right to utilize any outsourcer, vendor or outside service provider, for any service, at its sole discretion without notice to the Customer. Customer may not transfer this Agreement. LUX LAUNDROMAT's liability under this Agreement shall be limited to general money damages in an amount not exceed the charges for the Term of service paid by Customer in the Term under which the damages are alleged to have occurred.

The preceding statement of liability shall be the extent of LUX LAUNDROMAT's liability regardless of the form in which any legal or equitable action may be brought and foregoing shall constitute Customer's exclusive remedy. In no event will LUX LAUNDROMAT be held liable or be responsible for any consequential, special, indirect, incidental or punitive loss or damages whether or not LUX LAUNDROMAT knew or should have known of the likelihood of any loss or damages. LUX LAUNDROMAT disclaims all warranties expressed or implied with respect to the services rendered under this Agreement.

This agreement and any documents referred to herein constitute the complete, exclusive, and entire agreement between the parties, may not be modified except in writing signed by both parties; and shall be governed by The Province Of Alberta *Fair Trading Act*, with venue and jurisdiction proper in the place where services were provided.

I have read and agree to the Wash/Dry/Fold Laundry Services Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

NAME: \_\_\_\_\_

STUDENT RESIDENCE ADDRESS: \_\_\_\_\_

JUNE 2017

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