

# Suede & Leather Garment Release

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|---------------------------------------|---|
| Client name                           | <input type="text"/>  |
| Home address                          | <input type="text"/>  |
| Cell Phone                            | <input type="text"/>  |
| Brand                                 | <input type="text"/>  |
| Color                                 | <input type="text"/>  |
| Skin type                             | <input type="checkbox"/> Suede <input type="checkbox"/> Leather <input type="checkbox"/> Suede/FabriCombo <input type="checkbox"/> Leather/Fabric Combo |
| Garment type                          | <input type="text"/>  |
| Number of related pieces              | <input type="text"/> (including belt)   |
| Original purchase price (approximate) | US\$ <input type="text"/>   |
| Purchase date (approximate)           | <input type="text"/>  |
| Purchase condition                    | <input type="checkbox"/> New <input type="checkbox"/> Gently used <input type="checkbox"/> Used   |
| Replacement value (estimate)          | US\$ <input type="text"/>   |
| Visible defects                       | <input type="text"/>  |

## Best technically achievable results

RAVE FabriCARE employs the utmost care when hand cleaning your suede and leather garments.

Because dry cleaning fluids and solvents are primarily emulsifiers of oils and fats and because oils and fats are critical to maintaining the suppleness of any skin, we do not machine clean suede and leather garments.

At RAVE FabriCARE, we **hand clean** all suede and leather garments.

If you're looking for a cleaner that will toss your suede and leather garments into a dry cleaning machine, you should eliminate RAVE FabriCARE from any consideration.

AT RAVE FabriCARE, our goal is to deliver **the very best technically achievable results** given the type of skin; quality of the skin; the dyes/pigments used; the non-removable trims, buckles, belts, buttons, beads and sequins; existing wear and tear; the nature and extent of the soiling and staining; the time provided to us to execute the work; etc.

### **Suede & leather garments are subject to many unknowns**

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Unlike garments comprised of fabric, suede and leather garments are **subject to many more unknowns**, including but not limited to:

- Certain types of soil and stains may not be removable irrespective of the quality of the work performed
- Overstretched skins might shrink after cleaning
- Differences in the natural grains of the skins might become more evident after cleaning
- Imperfections and marks that are inherent in the skins might become more visible after cleaning
- The feel and drape of the garment might change after cleaning
- Unstable dyes/pigments used by the manufacturer might result in fading after cleaning
- Unstable dyes/pigments used by the manufacturer might result in color variations from panel to panel
- Skins might have dried out and become brittle over time due to improper storage

### **Suede & leather garments are subject to many pre-existing conditions**

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Many suede and leather garments we receive for cleaning have pre-existing conditions:

- Soil and stains that may not be removable irrespective of the quality of the work performed
- Ordinary and/or abusive wear and tear
- Water stains and color loss from attempts by the client to spot clean a garment at home

- Dyes that cannot withstand appropriate cleaning methods, processes or solvents
- Holes or tears due to the degradation of the skin while hanging or wearing
- Trimmings, buckles, beads, buttons, belts and sequins that cannot be removed prior to cleaning and then replaced after cleaning
- Sun-fading, artificial light fading or other color loss due to non-color fast dyes.

### **No guarantees can be provided**

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Given these unknown and pre-existing conditions, it is impossible to predict, in advance of cleaning, the specific results that can be achieved. As such, **no guarantees can or will be provided** that the garment can or will be restored to "showroom new" condition.

### **Written release required**

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Given these unknown and pre-existing conditions, we require your written authorization to utilize appropriate suede and leather hand cleaning methods that, in our professional opinion, might be necessary to restore and/or enhance the condition of your garment.

By signing this Release Form, you are specifically acknowledging that:

- You have read and understand the above statements relating to unknown and pre-existing conditions
- You have investigated the capabilities of other dry cleaners, and, based on the results of your investigations, you have decided to entrust your suede or leather garment to RAVE FabriCARE for restoration to the best technologically achievable condition
- No RAVE FabriCARE associate has provided you with any information that contradicts any information contained in this Release Form or described on our website, [ravefabricare.com](http://ravefabricare.com)
- No RAVE FabriCARE associate has pressured you to use the services of RAVE FabriCARE

- You have read and understand our Suede & Leather Garment Terms and Conditions of Service attached to this Release Form
- You are signing this Release Form of your own free will
- You are releasing RAVE FabriCARE from any and all liability associated with processing your suede or leather garment

Client Signature:

Client Name  
(Print):

Date:

 /  / 202

**If you are a Local Pickup & Delivery client,  
please fax this form to (480) 443-0138.**

**If you are a Nationwide Clean By Mail client  
or a Worldwide Clean By Mail client, please  
complete this form, print and include the  
form with your garment(s)**

# Suede & Leather Garment

## TERMS AND CONDITION OF SERVICE

In return for agreeing to restore and/or enhance your garment to the best technologically achievable condition, you agree to be bound by the following terms and conditions:

### Notice of claim

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If you allege that RAVE FabriCARE has damaged your garment in any manner whatsoever, we must receive notice of a claim due to damage (visible or concealed) within 10 calendar days after the date you pick up your garment at our facility, within 10 calendar days after the date we deliver your garment to your residence or office, or within 10 calendar days after the date any courier service asserts that they delivered your garment to you.

Notice of any claims for which you are seeking \$250 or more in compensation must be in writing and delivered to RAVE FabriCARE by USPS certified mail. All claims must be made within the 10 calendar day time frame set forth above. The US Postal Service date stamp will serve as the date you provided notice.

### Information required to support your claim

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Your notice of a claim must include (1) a full description of the garment, (2) the number of pieces in the ensemble (e.g, skirt and matching jacket, dress and matching belt, etc.), (3) a full description of the alleged damage, (4) the original purchase date, (5) the original purchase price, (6) the replacement cost of the garment, (7) valid proof of purchase (such a notarized copy of the original seller's invoice or receipt), and (8) the original RAVE FabriCARE invoice number in the format of XX-XXXXXX.

Please note: A letter from any seller stating that you purchased the garment or ensemble on a particular

date for a particular price will not, for the purposes of this policy, constitute a valid proof of purchase. These "letters of proof" are available for purchase on the internet for less than \$5 each.

Failure to provide us with notice within the time limits and in the manner set forth above will result in the denial of your claim and denial of any liability for or obligation to pay your claim.

### Filing a lawsuit

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You understand and agree that the filing of a lawsuit by you against RAVE FabriCARE does not release you from any of your obligations to comply with all the terms and conditions enumerated in these Terms & Conditions.

In the event you decide to file any lawsuit against RAVE FabriCARE relating to any aspect of the processing of your suede and/or leather garment by RAVE FabriCARE, you agree to file such lawsuit in Maricopa County, Arizona.

### Independent garment analysis

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If you allege damage to your garment and, in the sole opinion of an officer of RAVE FabriCARE, it is unclear who is responsible for such alleged damage, you agree to allow RAVE FabriCARE to send the garment to a garment analysis laboratory such as The Center for Garment Analysis or The Drycleaners & Launderers Institute for independent analysis.

RAVE FabriCARE reserves the right to select the garment analysis laboratory.

You agree to reimburse RAVE FabriCARE for any and all costs associated with the independent garment analysis, including all shipping costs to and from the laboratory.

### **Limitation of liability**

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If the Garment Analysis Report indicates that RAVE FabriCARE is responsible for the damage to your garment or ensemble, our refund will be limited to the replacement value you indicated on page one of the Release Form up to a maximum of \$250 plus the cost you paid for our cleaning services.

The limit to this policy is \$500 per year per customer or family unit.

### **Salvage rights**

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In the event RAVE FabriCARE resolves any claim in your favor, whether through monetary or non-monetary means (such as account offset), you agree to return the damaged garment to RAVE FabriCARE at your sole expense before RAVE FabriCARE delivers any compensation to you.

You agree that all salvage rights, title to and interest in the garment for which you will receive compensation shall vest solely with RAVE FabriCARE.

### **Garments left longer than 6 months**

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If you leave a garment at our facility for less than six (6) months (as determined by the date on our Release Form), you will be charged our current rate.

If you leave your garment at our facility for longer than six (6) months (as determined by the date on our Release Form), RAVE FabriCARE reserves the right to dispose of your suede or leather garment in any way deemed fit and for any reason whatsoever without liability.

### **No adjustment of service charges**

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RAVE FabriCARE reserves the right to refuse to return, deliver or ship any suede or leather garment to you until all service charges have been paid.

Unless you have been given a specific quotation in writing at the time we received garment or shortly after we received the garment, our service price will be deemed final and we will not reduce our service charges for any reason whatsoever.

In the event you refuse to pay such unpaid charges, either verbally or in writing, RAVE FabriCARE reserves the right to dispose of your garment at any time and in any manner we deem appropriate to recover such unpaid charges.

If the funds recovered exceed the unpaid charges, such excess funds will become the sole property of RAVE FabriCARE.

### **No challenge to the payment mechanism**

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In the event you pay for our services by credit card, you agree not to challenge the credit card charge with your credit card provider.

In the event you do challenge the credit card charge by requesting a reversal of the credit card charge, you agree to pay RAVE FabriCARE a monetary penalty equal to 20 times the amount of the credit card charge.

Further, you agree that recovery of this monetary penalty may be effected by obtaining a Summary Judgement from any court in any US jurisdiction.

### **Loss or damage after delivery by RAVE FabriCARE or by third party courier**

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RAVE FabriCARE is not responsible for any loss or damage to your garment after delivery by RAVE FabriCARE or by third party courier (such as FedEx, UPS or USPS) to your home, office, doorman, concierge or other authorized person.

RAVE FabriCARE is also not responsible for any loss or damage to your garment if your housekeeper, office associate, doorman, concierge or other authorized person mishandles the garment and/or erroneously delivers your garment to any other party other than the owner of the garment.

### **Non-disparagement**

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In the event you express any dissatisfaction with the results achieved by RAVE FabriCARE on your suede or leather garment, you agree not to disparage RAVE FabriCARE on any online forum of any type.

You agree that an officer of RAVE FabriCARE will be the sole arbiter as to whether any online statement made by you reasonably constitutes disparagement.

In the event you do disparage RAVE FabriCARE on any online forum of any type, you agree to pay RAVE FabriCARE a monetary penalty equal to 20 times the amount of the service charge.

Further, you agree that recovery of this monetary penalty may be effected by obtaining a Summary Judgement from any court in any US jurisdiction.

### Severability

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If any provision of these terms and conditions is adjudicated by any valid legal jurisdiction to be invalid or unenforceable for any reason, that term or provision shall be severed from these terms and conditions and the remainder of these terms and conditions shall be fully enforceable.

Client Signature:

Client Name  
(Print):

Date:

 /  / 202