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Contacts & Helpful Numbers

1-800-BloomNet (1-800-256-6663)

BloomNet Customer Services

1-800-BloomNet
(1-800-256-6663)
customerservice@bloomnet.net

If you need assistance just call BloomNet Customer Service!

Commitment to Coverage · Product · Technical Support · Publications · International Orders · Billing

It's your one stop resolution center!

Service Hours: Monday – Friday: 8:00 a.m. to 8:00 p.m.
Saturday: 9:00 a.m. to 6:00 p.m.
Sunday: 9:00 a.m. to 3:00 p.m.
All times Eastern Standard Time

Get instant Feedback on all of your inquiries: Simply go to BloomNet.net and start chatting today!

BloomNet Sales

Market Area Consultants:

1-800-BloomNet (1-800-256-6663)
sales@bloomnet.net

Product Sales:

1-800-322-2421
sales@bloomnet.net

Directory Sales Specialist:

1-800-322-2421
sales@bloomnet.net

Napco Contact Info:

Phone: 904-737-8500
Toll Free: 800-356.2726
Email: CS@napcoimports.com
Web: www.napcoimports.com

Industry Contacts

SAF: 703.836.8700
AIFD: 410-752-3318
CAFA: 519-836-8700

Call us at 1-800-BloomNet (1-800-256-6663)
or email us at: customerservice@bloomnet.net

BloomNet Florists must meet eight basic qualifications to become members and enjoy the ability to send and receive orders through our network of quality florists, benefiting from the industry's highest advertised rebates, (with no minimum amount and from order #1), while paying the lowest fees.

BloomNet Select

- Attractive and professional retail business location
- Qualified full time designer
- Fresh flower inventory
- Commercial floral refrigeration
- Dedicated business phone line
- Guarantee same day delivery
- Credit worthiness
- Supportive and positive attitude

BloomNet Preferred Florists must meet the eight basic qualifications plus the following A-C-A standards to receive 1-800-FLOWERS.COM® orders.

BloomNet Preferred

Appearance

- Have a clean, attractive and inviting retail storefront
- Have design and display areas that are attractively and adequately decorated and merchandised, portraying a professional image and providing a pleasant shopping experience for the customer
- Maintain an adequate inventory of fresh flowers, greens, plants, hard goods and other necessary items to fill any 1-800-FLOWERS.COM® order in accordance with BloomNet recipes
- Use protective and attractive packaging for all floral arrangements
- Deliver every floral order on scheduled delivery date by a clean and clearly identifiable delivery vehicle
- Have neat and courteous personnel

Capabilities

- Have a monitored in-house Flower Freshness Care System to ensure optimum post-harvest life of the flowers
- Open to receive and deliver floral orders
- All major floral holidays (Thanksgiving, Christmas, Valentine's Day, Easter Sunday, Administrative Professionals' (Secretaries') Week, Mother's Day)

- Monday to Friday: 9:00 a.m. with at least a 3:00 p.m. cut-off time for same-day deliveries
- Saturdays: 9:00 a.m. with at least a 2:00 p.m. cut-off time for same-day deliveries
- Sundays: 10:00 a.m. with at least a 1:00 p.m. cut-off time for same-day deliveries
- Confirm every delivery electronically via BloomLink by 7:00 p.m. on the scheduled delivery date.
In addition, provide delivery information when phone inquiries are made
- Have a design staff that is knowledgeable of current trends and design techniques and capable of incorporating the principles of design in all arrangements
- Be a member of the BloomLink sending network and be responsible for tracking all orders by BloomLink sequence numbers
- Have an operational facsimile machine as a backup method of order transmission

Attitude

- Be cooperative and willing to participate in services, sales and marketing promotions and codified products when warranted by BloomNet Sales Forecasts
- Contact your BloomNet Florist Relationship Consultant prior to any changes of ownership
- Provide and guarantee the freshest flowers and superior customer service that go above and beyond our customer's expectations
- Guarantee the freshness of arrangements for one week
- Fill every order to value, according to product description, price and BloomNet recipe without requiring a price change (1-800-Flowers' minimum order is \$24.99; however, average order price is \$50 and all prices include up to \$7.99 for delivery)
- Staff with qualified design, retail and delivery personnel who are friendly, professional, able to provide assistance and understand the nature of the floral business

Points of Differentiation

- A select network of premiere florists
- The highest published rebate with the lowest qualification
- Highest profitability on wire orders
- Lowest monthly service fees
- The most experienced sales force and business consultants in the industry!

Change Requests / General Messages

1-800-BloomNet (1-800-256-6663)

At BloomNet, we understand from time to time you need to update your records. We can easily accommodate any requests made to your profile and simply ask you to abide by the following procedures for both your protection and in order to expedite your requests in a quick and efficient manner.

Bank Change

If your banking information has changed or will be changing, the BloomNet Florist Services department will require for you to update us with the new information. Upon your request, we will send to you the required application for you to complete. Your bank change request will be expedited upon receipt of new banking data. Please notify BloomNet Customer Service at 1-800-BloomNet (1-800-256-6663) to request this application or e-mail us at customerservice@bloomnet.net.

Address Change

If you have moved or will be changing the address of your current location, BloomNet Florist Services will require for you to update us with the new information. Upon the receipt of your request, we will send to you the required application needed to process your request. Please notify BloomNet Customer Service at 1-800-BloomNet (1-800-256-6663) to request this application or e-mail us at customerservice@bloomnet.net.

Change of Ownership

Prior to the transfer of ownership, BloomNet Florist Services will require for the new owner to complete a new application. Please notify BloomNet in advance of the change of ownership to avoid any interruption of BloomNet Services. Please notify BloomNet Customer Service at 1-800-BloomNet (1-800-256-6663) to request this application or e-mail us at customerservice@bloomnet.net.

We appreciate your business and want to assist you with any of your needs.

Please contact us 1-800-BloomNet (1-800-256-6663) or customerservice@bloomnet.net if you have any questions.

General Messages

BloomLink General Messages are the primary means by which BloomNet and 1-800-FLOWERS.COM® communicate with BloomNet Professional Florists. General Messages are used to provide BloomNet Florists with important Holiday Operations Updates such as Flexible Delivery Options during peak periods, New Product Launches and Marketing Promotions, Holiday Projections and Autoship Program details for top fulfilling 1-800-FLOWERS.COM® Florists. General Messages sometimes require a response from BloomNet Florists. For example, General Messages are often used to ask BloomNet Florists if they are open for receiving and fulfilling orders on a specific holiday

General Messages are also used to keep BloomNet Florists informed about 1-800-FLOWERS.COM® marketing and promotional activities. This provides you with valuable information to help prepare for upcoming production, staffing and delivery driver needs.

As a reminder, General Messages print out automatically on your BloomLink system, similar to how orders print. It is every BloomNet Florist's responsibility to make sure that they are able to view General Messages and stay informed by reading all messages that are sent by BloomNet and 1-800-FLOWERS.COM®.

Call us at 1-800-BloomNet (1-800-256-6663)
or email us at: customerservice@bloomnet.net

Important Reminder - Receiving Orders

To support the needs of all BloomNet Professional Florists, Florist-to-Florist orders can be sent through the BloomLink Network via 3 methods of communication: (1) BloomLink, (2) Fax, and (3) Telephone.

All BloomNet Florists are expected to receive Florist-to-Florist orders by all 3 methods of communication, as long as the order meets your order minimum and delivery charges specified in the current BloomNet Directory.

Receiving Payment for Telephone or Fax Orders

To receive payment for Telephone or Fax orders fulfilled, you must complete an Incoming Order Form.

To Click:



Login to Bloomlink at www.bloomlink.net. See page 8 for more instructions

To Fax:



Print a copy of the Incoming Order Form, located under the Utilities Tab of BloomLink, or make a copy of the form located on page 24 and fax it to 1-866-366-3216

To Mail:



BloomNet Florist Services
7800 Bayberry Road
Jacksonville, FL 32256

Please Note:

All orders fulfilled via BloomLink do not require an Incoming Order Form. Payment will be automatically applied to your Clearinghouse statement.

Should you have any questions, please contact BloomNet Customer Service at 1-800-BloomNet (1-800-256-6663). Thank you.

How to do a Delivery Confirmation

New Delivery Confirmation Number (877) 569-0858

This new DLCF number is a backup for 1-800-FLOWERS.COM orders and the number to call for ALL BloomNet Florist-to-Florist shops to process delivery confirmations over the phone. This number will allow shops to process DLCFs for 1-800-FLOWERS.COM and BloomNet Florist-to-Florist orders. Below are the steps a shop will be asked to follow when they call the number.

Step #1 Enter order number, followed by # sign. The system will repeat the order number.

Step #2 Press 1: if order # is correct, Press 2 if attempted delivery.

Please choose from the following options if you pressed 1

Press 1: If arrangement was left with intended recipient.

Press 2: If arrangement was left at front desk, flower room or with security guard.

Press 3: If left with neighbor, co-worker, porch or by front door.

Press 4: For other options.

If the choice in Step #2 was 2 (attempted delivery), your prompts will be the following:

Press 1: If additional information is needed to deliver order.

Press 2: If recipient was not available.

Press 3: If the delivery date was incorrect.

Press 4: For other options.

More than 1 order can be inputted.

After the Delivery Confirmation, the system will give you an option to add another order number or hang up.

How to do a Delivery Confirmation

Preview Inwires

Order History

Deliver Confirm

Admin

Utilities

Click on Deliver Confirm button.

Select the method with which to search for the orders you wish to confirm. The Delivery Date option retrieves the open confirmation records for all of that day's scheduled deliveries, while Order Number and Sequence Number will bring up the record for a single order.

Click in the white rectangle to the left of the SEARCH BUTTON.

Enter the data needed for the search and click on SEARCH.

E.g. To confirm by the Delivery Date option, enter the date in the proper format (07-09-2004) and click the search button. Please note that once the Delivery Date option is selected, the current date defaults in the search box and only needs to be changed if you are searching for a different date.

Please select Delivery Confirmations to view.

Order Number
 Sequence Number
 Delivery Date (Ex: 08-19-2005)

-Delivery Confirmations-

Order No.	Delivery Date	Recipient Name	Address	City	Date Delivered (Ex: 08-19-2005)	Time (Ex: 03:20 PM)	Signature
44033044 -14568	08-19-2005	DIGIROLOMO	270-05 76TH AVE	NEW HYDE PARK	08-19-2005	11:28 AM	joseph
44033253 -14569	08-19-2005	PEL C	255 WARNER AVE	ROSLYN	08-19-2005	02:45 PM	stacy
44041498 -14570	08-19-2005	DUJMOVITS	125 EVANS ST	NEW HYDE PARK	08-19-2005		

- ✦ Enter time: i.e. 01:30 PM. Remember – There must be 2 digits for the hour, 2 digits for the minutes and a space must be between the last digit of the time and AM/PM which must be capitalized.
- ✦ Enter the name of the person who accepted or signed for the order.
- ✦ Click Submit

Call us at 1-800-BloomNet (1-800-256-6663)
or email us at: customerservice@bloomnet.net

BloomNet ORDERS ARE 100% GUARANTEED*!!

If you receive an order by phone from another BloomNet Florist your payment is 100% guaranteed!!

As we continue to build this network of dedicated Professional Florists we are proud to report the incredible growth we have seen in florist-to-florist sending. In fact, thousands of high-quality Florists have already turned to BloomNet as their wire service of choice. Most of you have already begun to see more florist-to-florist business and many of those orders may be called into your shop over the phone from your fellow BloomNet partners. The payment on all successfully delivered orders is guaranteed* by BloomNet regardless of how that order was received.

Please treat ALL incoming orders as if they were your own, each order represents an expression of sentiment that a customer has entrusted us to convey.

How to Send PHONE OR FAX ORDERS

Sending a BloomNet Order is as Easy as 1-2-3...

- 1) Look in your current BloomNet Directory to find a florist in the recipient's city.
 - Find a florist that meets your customer's needs.
If they are sending a codified order make sure to find a shop that is codified with one of the easy to read symbols.
 - Communicate (Call or Fax) the recipient's information from your customer to the receiving florist.
- 2) Make sure to get the following information from your customer to relay to your selected florist:
 - Recipient's Name
 - Street Address (including apartment or office)
 - Zip Code
 - Phone Number
 - Bouquet name, description or Selection Guide Number
 - Price (Total Amount including delivery)
 - An alternate choice
 - Card Message (occasion)
 - Delivery Date and Time
 - Any Special Instructions
- 3) It is the receiving florists' responsibility to fill out the Report of Incoming Order Form and send to:
BloomNet Directory Department
7800 Bayberry Drive
Jacksonville FL 32256
or Fax to: 866-366-3216

BloomNet Order Form Instructions to Receive Payment

1-800-BloomNet (1-800-256-6663)

When To Use This Form?

This form is to be followed ONLY for orders you receive from other BLOOMNET FLORISTS over the PHONE!
This NEW form will increase accuracy and improve efficiency of all orders reported!

When Not To Use This Form?

This process is NOT TO BE USED for orders you receive over your BloomLink system, from 1-800-FLOWERS.COM directory, or from other BloomNet Florists. Orders received over your BloomLink system from 1-800-FLOWERS.COM or from other BloomNet Florists are automatically reported and will appear on your monthly Clearinghouse Statement.

How To Use This Form?

This form is to be followed ONLY for orders you receive from other BLOOMNET FLORISTS over the PHONE!
This NEW form will increase accuracy and improve efficiency of all orders reported!

Step 1

Login to BloomLink at www.bloomlink.net. Click on **Utilities** on the top right corner of the screen.
Click on **Reports** on the left hand side, and then click on **Incoming Order Report Form**.

Step 2

Fill out the Shop-to-Shop Order Entry Form.

- 1) Your Shop Code is automatically entered.
- 2) Enter the Sending Florist's Shop Code
 - a. Press tab. If code is correct, Shop Name will automatically show up in the 'Sending Florist Name' field
- 3) Enter the delivery date in the format provided (MM – DD – YY)
- 4) Select the Occasion from the drop-down menu.
- 5) Enter the recipient's last name. *(Please review spelling.)*
- 6) Enter the total amount of the order, including delivery. *(Please review this dollar amount. If incorrect, it will take an entire billing cycle to correct the amount once BloomNet is notified of the error.)*
- 7) Enter the City and State where the order is being delivered. Repeat on each row for additional orders. You may click Add Row if you need to add more rows.
- 8) Click Next to submit. You're done!
The report has been submitted to BloomNet.

Shop to Shop Order Entry Form

BloomNet Member # G1240000

Sending Florist Code Number	Sending Florist Name	Delivery Date MM/DD/YY	Occasion Code	Recipient's Last Name Up to 10 Letters	Amount of Order Including Delivery	City	State
L904000	A BELLA MIA DESIGNS MA		Sympathy				
			Sympathy				
			Sympathy				

Add Row

Total Amount \$ 0.00

Shop to Shop Order Entry Form

BloomNet Member # G1240000

Sending Florist Code Number	Sending Florist Name	Delivery Date MM/DD/YY	Occasion Code	Recipient's Last Name Up to 10 Letters	Amount of Order Including Delivery	City	State
L904000	A BELLA MIA DESIGNS MA	07/19/10	Birthday/Anniversary	MIRRAH	85.00	FOXBORO	MA
			Sympathy				
			Sympathy				

Add Row

Total Amount \$ 85.00

Call us at 1-800-BloomNet (1-800-256-6663)
or email us at: customerservice@bloomnet.net

Substitution

- Fresh floral and container substitution is often the source of the most frequent consumer complaints and should be avoided wherever possible. If substitution is unavoidable, the filling BloomNet Florist should immediately contact the sending BloomNet Florist to suggest a second choice.
- The sending BloomNet Florist must approve or reject the substitution, and it is their responsibility to notify their customer.
- Any disputes that arise from order substitution are the responsibility of the sending and filling BloomNet Florists

Detailed Substitution Guidelines

- Any substitution of flowers should be of equal or greater value.
- The style and color of the original arrangement requested should be maintained.
- When only one type of flower is requested in an arrangement, such as one dozen red roses arranged, no substitution is permitted unless approval is received from the sending BloomNet Florist or their customer.
- Examples of unacceptable substitutions include:
 - Vase arrangement substituted for a centerpiece.
 - Green plants substituted for blooming plants.
 - Containers instead of sprays (funeral/sympathy).
 - Baskets instead of wreaths (funeral/sympathy).
 - Plants for fresh cut flowers.
 - Silk & dried arrangements for fresh arrangements.
- Should a complaint result from an improper substitution, the filling BloomNet Florist should either make a satisfactory replacement or work diligently with the sending BloomNet Florist to satisfy the customer. By resolving any customer disputes between each other, BloomNet Florists protect the integrity of long-distance sending.

Zip Code Self Service

1-800-BloomNet (1-800-256-6663)

Great New Feature Available to Help You Manage Your Shop's Delivery Coverage for Florist to Florist Orders:

BloomNet now offers you the ability to review, and add your shop's zip codes in respect to your servicing cities. You will find this functionality under your utilities button within Bloomlink.

The functionality is very intuitive. After clicking on Zip Code Coverage you will be presented with a pop-up box of all the zip codes BloomLink currently has on file for your shop in respect to "Florist To Florist" coverage. Here, you will be able to add zip codes by clicking on the add button and entering the new zip code. BloomNet Customer Service agents are available to walk you through this process if needed. Please contact us at 1-800-256-6663 for clarification on these instructions. If you would like to remove any zip codes from your service area please call the directory sales team at 1-800-322-2421.

*This functionality does not alter 1800flowers.com zip code coverage.

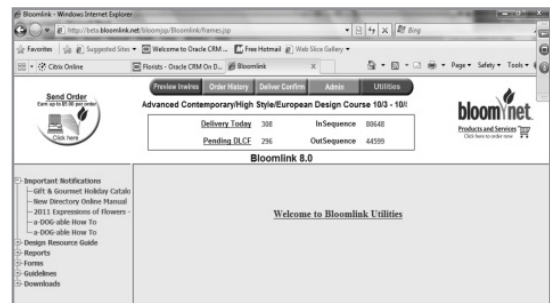
Please follow steps below:

Log in

1. Enter BMT coder / user name / password / and then left click on Logon



3. Left click on reports



2. Click on Utilities



4. Left click on "Zip Code Coverage"



Call us at 1-800-BloomNet (1-800-256-6663) or email us at: customerservice@bloomnet.net

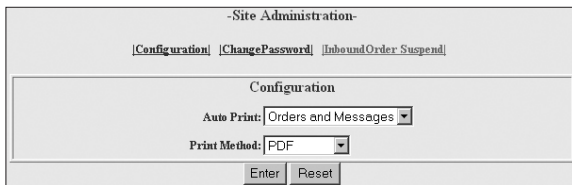
How To Self Suspend

You have the ability to self-suspend your incoming BloomLink orders. Just log into BloomLink and go to the **Admin Tab**. Next, just follow the easy steps below.



To begin: Log into BloomLink at www.bloomlink.net as administrator using your User Name & Password (this is the same process used to View Statements). Once you are logged in:

- Click the **Admin Tab**
- Click **Inbound Order Suspend**
- Click add **New Record** (See Below)



NOTE: Any previously set suspensions that are still active will be displayed here. If it says "no records" there are no currently active suspend dates in effect.

Clicking Add New Record will bring up the New Suspend Date Range Entry screen. Here, you have to type in the start date of your suspension, the end date of your suspension and your name.

NOTE: You will resume receiving orders on the day **AFTER** the end date. The suspend dates will lift automatically once the end date has passed.

The screenshot shows the "New Suspend Date Range Entry" form. It has three input fields: "Start Date" (with a calendar icon), "End Date" (with a calendar icon), and "Name Of Person Entering Record". Below the "Start Date" and "End Date" fields, there are small text labels: "(MM-dd-yyyy)" and "(MM-dd-yyyy)". Below the form, there's a "WARNING!" section with the text: "Adding a new suspend record on this screen will prevent your shop from receiving orders to be delivered within the date range entered. (This includes the End Date.)". At the bottom, there are "Submit" and "Cancel" buttons.

Once the required information has been entered, click **Submit**. The suspend dates have now been set.

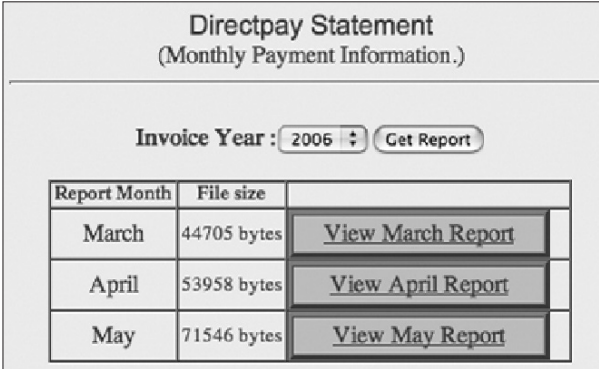
NOTE: You must continue to check your system for 90 minutes after setting the suspend dates in case any orders are already on their way.

How to Download Your Statement

1-800-BloomNet (1-800-256-6663)

The following steps are how you access the Monthly Invoice:

- ❖ Enter www.bloomlink.net in the location field of your internet browser toolbar
- ❖ Hit the enter key
- ❖ The sign on screen that appears will NOT be automatically filled in. Enter your BloomLink ID code, and your ADMINISTRATIVE User ID and password
- ❖ Hit enter on your keyboard
- ❖ Click the Utilities button on the left hand side of the screen.
- ❖ Under Reports will be your Monthly Invoice Report (Click)
- ❖ Now on the right hand side you will see the year (drop down the year field to change years) and the month you would like the report for by clicking on the appropriate "VIEW month REPORT"



Directpay Statement
(Monthly Payment Information.)

Invoice Year : 2006

Report Month	File size	
March	44705 bytes	View March Report
April	53958 bytes	View April Report
May	71546 bytes	View May Report

Your statement will open and display the invoice for the month you have chosen. Click the Printer icon DIRECTLY above the report to print it.

If you have questions concerning the information on your monthly report, please send an e-mail containing all the pertinent information to: FloristStatementInquiries@1800flowers.com

Paying your Clearinghouse Statement by Phone



In an effort to make managing your BloomNet account more convenient, we now accept CREDIT CARD payments by telephone. Review your monthly Clearinghouse Statement, at 1-800-BloomNet (1-800-256-6663). All major credit cards are accepted, and for a small convenience fee based on the prevailing Interchange Rate, BloomNet will do the rest. For payments above \$10,000, please contact BloomNet's Credit Department at 1-800-256-6663 ext 7730. Save time, avoid fees and secure your rebates by maintaining your account in an up-to-date status.

Also, allow our credit department to create a payment profile and we will use the information for future Clearinghouse statements; no call will be necessary! A convenient, secure, easy method for ensuring that you receive the maximum benefit from being a BloomNet Professional Florist.

Call today!

Call us at 1-800-BloomNet (1-800-256-6663)
or email us at: customerservice@bloomnet.net

How to Read BloomNet's New Clearinghouse Statement

The following chart explains the items that appear on the new monthly Clearinghouse Statement. It details the products and services on the Account Summary section on the front page of your Statement.

Account Summary			
1	Previous Balance	\$1,500.00	
2	Payment Received	\$250.00	CR
3	Payment to Florist	\$0	
4	Beginning Balance	\$1,250	
5	1-800-Flowers.com Orders Received	\$676.90	CR
6	Miscellaneous Credits	\$21.25	CR
7	BloomNet Orders Received	\$374.88	CR
8	BloomNet Orders Sent	\$213.03	CR
9	Additional Services	\$389.95	
10	BloomNet Membership Services	\$129.99	CR
11	BloomNet Technologies	\$243.02	
12	Directory & Advertising Services	\$113.93	
13	BloomNet Product Services	\$98.75	
		=====	
	Amount Due BloomNet	\$1,555.88	
	Amount Due Main Street Flowers	0.00	
Order Summary			
	Current Month's Orders	Year-To-Date Orders	Year-To-Date Dollars
Received	27	140	\$7,400.00
Sent	9	100	\$5,400.00
	Current Month's Dollars		
	\$1,318.68		
	\$403.27		

- 1 Previous Statement Balance:** The ending balance of the prior month.
- 2 Payment Received:** Payments received and applied during the statement period.
- 3 Payment to Florist:** Payment to the Florist during the statement period.
- 4 Beginning Balance:** Previous statement balance less payments received and/or plus payment to Florist.
- 5 1800Flowers.com Orders Received:** All orders you received from 1-800-Flowers.com credited.
- 6 Miscellaneous Credits:** Other credits given from BloomNet.
- 7 BloomNet Orders Received:** The net amount of the orders you receive is credited to you.
- 8 BloomNet Orders Sent:** The net amount of the orders you send is added to your balance. You keep the 20% commission when you take the order from the customer. If you wish to dispute an order on your statement please contact the delivering florist. Most disputes can be resolved in this manner. If you need assistance, please contact Customer Service at 1-800-BLOOMNET (1-800-256-6663) or visit BloomLink.net.
- 9 Additional Services:** All other charges appear in this section
- 10 BloomNet Membership Services:** The monthly fee for BloomNet Services and national advertising.
- 11 BloomNet Technologies:** A summary of BloomLink Technologies services. Including BloomLink fees, software maintenance, internet fees, and other BloomNet Technologies.
- 12 Directory & Advertising Services:** Directory advertising charges appear in this section.
- 13 BloomNet Product Services:** The cost of products including any handling or shipping charges.
- 14 Net Total Due:** The Total amount due to BloomNet, or, for credit balances, the amount due you.
- 15 Summary of BloomNet Order Activity:** Monthly and year-to-date order activity is summarized here. 100% of the order amount is shown. See the order sections for net amounts. Will indicate BloomLink orders that you have Sent or Received.

Rebate Program

- \$5.00 per order for 20 or more orders sent per month from order #1
 - \$3.00 per order with 1-9 orders sent per month
- Note: No minimum order dollar value or minimum monthly order sending requirement*

Call us at 1-800-BLOOMNET or 1-800-256-6663

BloomNet Customer Service
7800 Bayberry Drive
Jacksonville, FL 32256

Email
customerservice@bloomnet.net

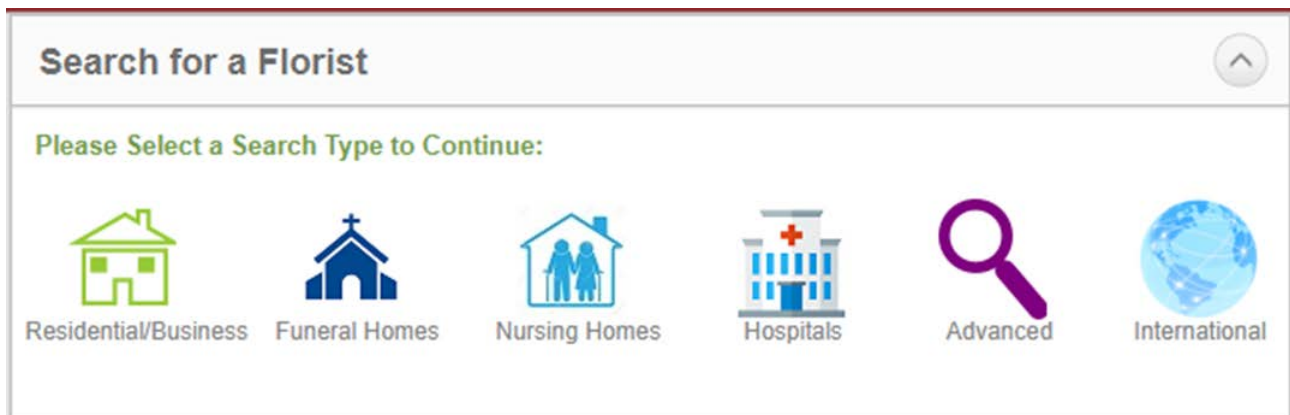
Fax us at 1-877-299-8562

Directory Online

1-800-BloomNet (1-800-256-6663)

BloomNet Florists have a FAST & EASY way to send orders.

- 🍀 The “Google-esque” landing page layout will make entering orders quicker and takes under a minute.
- 🍀 INCREASE in bound orders with enhanced listings & FREE social media links to your Facebook and Twitter pages.
- 🍀 PLUS, the new Directory Online displays real time information!



Search:

The choice is yours! Search by Resident, Business, or Facility (Hospital, Funeral Home or Nursing Home) to help you quickly find the right florist for your customer’s order.

Search Listings:

View all florists on one page with a clean and crisp look and feel. New results page allows for a “paid for placement” advertising opportunity for your shop.

Address Verification:

Our enhanced Directory Online search technology will automatically verify the recipient’s address for greater accuracy and time savings to help you avoid those costly wrong deliveries..

Other Features Include:

- Florist Listings, Social Media, Links, Video and Image Galleries.
- New & Improved Review and Recommendations Section.
- Enhanced Banner Ad’s to increase your inbound order volume!

Call us at 1-800-BloomNet (1-800-256-6663)
or email us at: customerservice@bloomnet.net



Mainstreet Florist

FREE DELIVERY
to all Funeral Homes and Hospitals
Open 7am to 6pm
Open 7 Days

800-555-1234
FAX: 321-555-4321
Z 32801

TOWN & COUNTRY FLOWERS
L6300000 (888) 735-6937
(334) 585-1091
122 Kirkland St
Phyllis Porter
FAX: (334) 585 0120 Z 36310

ALABASTER FLORIST
H5720000 (800) 473-0529
(205) 663-0529
117 First St N
Allison Sloane
OPEN SUNDAY Z 35007

Resident Listing

ALSO SERVED BY

FLOWERS AND MORE

Fresh Flowers Daily - Delivery Until 9:00 pm
Open Sunday - SERVING ALL ZIPS

800-555-1234
Z 32822

Advertising Samples

Follow these examples to create an advertising listing

ABBERVILLE

TOWN & COUNTRY FLOWERS
L6300000 (888) 735-6937
(334) 585-1091
122 Kirkland St
Phyllis Porter
FAX: (334) 585-0120 Z 36310

Extra Listing

ALABASTER

ALABASTER FLORIST
H5720000 (800) 473-0529
(205) 663-0529
117 First St N
Allison Sloane
OPEN SUNDAY Z 35007

ALBERTVILLE

MARIE'S FLOWERS
L6030000 (205)123-1867
6650 Hustleville Rd.
Bobbi Jones
OPEN SUNDAY Z 36130

ALEXANDER CITY

DONNA'S FLOWERS
L6000000 (205)123-1667
(800)123-1567
156 Main Street
Donna Jones
FAX: (241) 334-8753 Z 63130
Mon-Fri 8-5 Sat 8-12 Sun Funeral Work
Delivery to all Funeral Homes & Hospitals
Hi-Style Traditional Arrangements
Serving all of Springfield since 1920

Customized Listing

Directory Terms To Build Your Business

Resident Listing: Your resident listing appears in the directory. It includes your shop name, address, phone number, fax number, toll-free number, zip code, contact name, minimums and product codification.

Extra Listing: An extra listing appears in cities and towns that you service not including the city you reside in. An extra listing contains all the information that is in the resident listing. It is an affordable way to extend your coverage into other towns you deliver to.

Customized Listing: Customized listings allow you

to expand your Resident Listing up to 4 lines and is a more effective way to promote your shops uniqueness; like years of experience, design awards and certifications and delivery areas, including hospitals and funeral homes.

Display Advertising Display ads are available in a variety of sizes to suit your advertising needs. This form of advertising has the highest impact and gives you significant exposure. You can include your logo and customize the look and feel to highlight all of your shop's specialties. Display ads are easy to find and the most effective way to catch the eye of a sending florist.

Note: All Ads and Listings that are placed in the Paper Directory are also placed in the BloomNet Digital Directory Online at no extra Charge! That's right, for just one low cost your ad will not only appear in the printed version, but everyone using BloomLink to send their orders will also have the opportunity to view your ad online without one cent coming out of your pocket. Double your exposure today! Call 1-800-BloomNet (1-800-256-6663).

Display Advertising

Tear out and mail to: BloomNet Directory Department, 7800 Bayberry Drive, Jacksonville, FL 32256

Shop Name: _____
 City, Street: _____ Zip: _____
 Code #: _____ Contact Name: _____
 E-mail Address: _____ Phone #: _____

Display Advertising

Ad Set-Up Fee \$9.99

■ Please send me a proof

Please sign me up for the following locations	6"	9"	1/2 Page Vertical	Full Page
City	\$79.99	\$109.99	\$199.99	\$299.99
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

Why Advertise? Advertising your shop to other florists is key to attracting incoming orders. We offer a variety of sizes to choose from to fit your advertising needs. These ads are placed under the cities you choose to serve as other florists are looking for a filling florists. Promote your shop's uniqueness and differentiate yourself using these examples:

- Shop Hours
- Toll Free Number (No Charge to List)
- Years of Experience
- Design Awards and Certifications, i.e. AIFD, AAF, PFCI, etc...
- Unique Products and Services You Offer
- Delivery Area, Including Hospitals and Funeral Homes

Ad Layout: You can provide a camera ready logo or artwork for ad or we can design one for you.

Please use this for your advertising copy.

1-800-BloomNet (1-800-256-6663)

Call us at 1-800-BloomNet (1-800-256-6663)
 or email us at: customerservice@bloomnet.net

Extra & Customized Listings

Tear out and mail to: BloomNet Directory Department, 7800 Bayberry Drive, Jacksonville, FL 32256

Extra Listings are also a great way to increase your incoming order volume by listing all the different towns and cities you serve. If you want to stand out even more make it a custom listing.

Extra Listings: \$16.99/month		Custom Listings: \$18.99/month		
City	State	Minimum Order	Delivery Charge	*Custom Listing
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

Make your listings stand out by adding color to them. This will differentiate your listings from everyone else on the screen.

*The more information you can provide about you and your shop, the greater the opportunity you will receive more incoming orders. With BloomNet's customized listings you can list your shop's specialties in both your resident and extra listings. Customized listings can be up to 4 lines of 60 characters each, including spaces. Please indicate by placing "x" under the custom listing column above.

Information to include:

■ Shop Hours

■ Toll Free Number (No Charge to List)

■ Design Awards and Certifications,

i.e. AIFD, AAF, PFCI, etc...

■ Delivery Area, Including

Hospitals & Funeral Homes

1. _____
2. _____
3. _____

Minimums and Codifications

	Minimum Order	Check Appropriate Holiday Price Exception
Arrangements	\$ _____	<input type="checkbox"/>
Blooming Plants	\$ _____	<input type="checkbox"/> Text
Dozen Roses Arranged	\$ _____	<input type="checkbox"/>
Funerals	\$ _____	<input type="checkbox"/>
Balloons	\$ _____	<input type="checkbox"/>
Candy	\$ _____	<input type="checkbox"/>
Dried/Silk	\$ _____	<input type="checkbox"/>
Fresh Fruit	\$ _____	<input type="checkbox"/>
Gourmet Baskets	\$ _____	<input type="checkbox"/>

- Delivery Charge \$ _____
- BloomLink Florist _____
- Closed Afternoon _____
- Closed All Day _____
- Open Sunday _____

***Holiday Price:** Indicate after the minimum order those prices that may not apply one week before or one week after Valentine's Day, Easter, Mother's Day, Thanksgiving and Christmas.

Directory Deadlines

- March 2020 Deadlines:
 Membership Termination: December 13, 2019
 Directory Advertising Changes/Paper Directory
 Opt-Out Deadline: January 10, 2020
 Product Codification: January 10, 2020

Available Online Only

Refine Search Capabilities \$4.99 Per Facility/Per Month

There are nearly 100,000 facility listings in the Refine Search Section on the Directory Online. If you serve Funeral Homes, Nursing Homes, Hospitals and Churches you can choose to associate yourself as a preferred florist to that facility so Sending Florists can find you faster and easier.

Indicate Facilities here that you would like to list on the Directory Online:

Facility	City	State
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

For a complete list of Facilities in your area call Customer Service at 1-800-256-6663 or e-mail customerservice@bloomnet.net

How To Use BloomNet Products and Services

1. www.BloomNet.net – Log on using your shop code (with the last four zeros) and password, provided by BloomNet Technologies (“BloomLink”).
2. Select product(s) by clicking on item hyperlink.
3. Choose delivery date and quantity desired.
4. If you want to continue shopping please use that option in the shopping basket, do not click the back button. If your order is complete please proceed to checkout.
5. Please choose payment method which is outlined below, then select “Continue.”
6. On the next page please review your order and select “Complete Checkout.”

Your order has been placed successfully when you see your order confirmation number at the top of the page. Please print this confirmation page for your records.

*If you have any questions on the status of an order recently placed please wait 30 minutes, then review your BloomNet Product history or use your order confirmation number and call BloomNet Customer Service 1-800-BloomNet (1-800-256-6663). BloomNet Product history is located under Utilities on Bloomlink – www.bloomlink.net.

Product Claim Instructions and Guidelines

To file a claim for incorrect, damaged, missing product or to cancel an order, sign onto BloomLink and click on Utilities Tab.

- Click on BloomNet Products History icon on far left hand side.
- Enter in the date of the specific order that you have a question or concern about.
- Click on the BloomNet Product order that you wish to file a claim for and submit the claim.

All incoming messages are recorded electronically with a date and time stamp for your protection and will be responded to within 3 business days.

- **Hardgoods** - Submit a BloomNet Claim Form within 48 hours of delivery or non-receipt of an order to request a resolution. Issues cannot be addressed without a message being sent on the order in question.
- **Floral** - Submit a BloomNet Products Claim Form within 24 hours of delivery or non-receipt of an order to request a resolution. Issues cannot be addressed without a message being sent on the order in question.
- All product cancellations must be received the day before the item is due to ship (cancellations are not guaranteed). Any cancellation received on or after the ship date will not be honored as the product has already left the warehouse. Floral Pre-Book orders are NOT cancellable.
- **Cancellations** will be acknowledged via electronic message.
- **Non-delivery** claims will be tracked through the shipper and resolved accordingly (if signature is obtained credit will not be issued).
- **Never Refuse a Shipment** - After opening the package if there is an issue with the product, submit a claim form. If box is damaged or hot (floral only) please make a notation at signature line with carrier at time of receipt. If a shipment is refused customer is responsible for return freight charges and a 15% restocking fee.

BloomNet Products FAQ's (continued)

1-800-BloomNet (1-800-256-6663)

- All returned shipments will warrant a 15% restocking fee plus all return freight charges. Do not return merchandise prior to receiving an electronic message from BloomNet Products authorizing the return.
- Please be advised that a photo may be requested for all claims requesting a credit of \$50.00 or more. Please do not dispose of product before contacting BloomNet Customer Service.
- Final resolution of all disputes will be made at the sole discretion of BloomNet.
- All products are subject to prior sale.

Delivery Options

The delivery calendar will automatically tell you the delivery dates available depending on shipping method and availability.

Hardgood Standing Orders

- Orders are in effect for duration purchased.
- Any cancellation of a standing order may include price adjustments on previous orders already delivered.
- Cancellations are not guaranteed and requests for cancellations will be acknowledged electronically.
- Acceptance of cancellations are at the discretion of BloomNet.

Delivery Exceptions

- BloomNet orders are not delivered on weekends. Deliveries follow the same holiday schedule as FedEx and UPS.
- Orders containing multiple products may have different shipping methods. This may result in your packages arriving across several dates.
- BloomNet products are currently only available for delivery to shops in the continental United States.

Delivery Status

- If you have any questions concerning the delivery status of your order, please send a BloomLink INQR (Inquiry) message from the order in question.

Invoice Billing - Methods of Payment

- BloomNet House Account - When you click the "Complete Checkout" button to place your order, the total dollar amount will be immediately deducted from your BloomNet Direct Pay Proceeds.
- Credit Card - Select this option to use a credit card as payment (if credit card is declined you may lose reserved product). Deferred billing and billing installments are not available on Credit Card orders.

BloomNet Inc. hereinafter referred to as BloomNet" or "BN" and BloomNet Florist (which term also includes those entities that opt in to send or fulfill fruit arrangements), hereinafter referred to as "BloomNet Florist" or Florist," agree as follows:

BLOOMNET FLORISTS

BloomNet Florists must meet and maintain the following standards criteria to qualify to be members.

The determination as to whether a florist has met and is maintaining these standards is within the sole discretion of BloomNet.

APPEARANCE

1. Have a clean, attractive and inviting retail storefront.
2. Have design and display areas that are attractively and adequately decorated and merchandised, and that portray a professional image and provide a pleasant shopping experience for the customer.
3. Have a clean and clearly identifiable delivery vehicle.
4. Have neat and courteous personnel.

CAPABILITIES

1. Have a monitored in-house flower freshness care system to ensure optimum post-harvest life of flowers.
2. Open to receive and deliver floral orders on:
All major floral holidays (Thanksgiving, Christmas Eve Day, Valentine's Day, Administrative Professionals'/Secretaries' Week, Mother's Day).
Monday to Friday: 9:00am with at least a 3:00pm cut-off time for same-day deliveries in the time zone where the BloomNet Florist is located.
Saturdays: 9:00am with at least a 2:00pm cut-off time for same-day deliveries in the time zone where the BloomNet Florist is located.
Sundays (Optional): 9:00am with at least a 12 Noon cut-off time for same-day deliveries in the time zone where the BloomNet Florist is located.
3. Confirm every delivery electronically via BloomLink by 7:00pm on the scheduled delivery date. In addition, provide delivery information when phone inquiries are made.
4. Have a design staff that is knowledgeable of current trends and design techniques and capable of incorporating the principles of design in all arrangements.
5. Be a member of the BloomLink sending network and be responsible for tracking all orders by BloomLink sequence numbers.
6. Have a dedicated business line and an operating facsimile machine as a backup method of order transmissions.
7. If fulfilling fruit arrangement orders, have a separate health certified preparation area and all required licenses, permits and/or certificates for the sale or fulfillment of such products.
8. Maintain an adequate inventory of fresh flowers, greens, plants, fresh fruit, hard goods and other necessary items to fill any 800-FLOWERS, INC., ("1800Flowers") order or the order of one of its affiliates or any other BloomNet Florist.
9. Use protective and attractive packaging for all floral and fruit arrangements.
10. Deliver every order on the scheduled date.
11. Have commercial floral refrigeration and, if sending or fulfilling fruit arrangements, refrigeration for the fruit products.
12. Credit worthiness.

ATTITUDE

1. Be cooperative and willing to participate in services, sales and marketing promotions.
2. Contact BloomNet Customer Service prior to any changes of ownership.
3. Provide and guarantee the freshest flowers and fruit and superior customer service that go above and beyond the customer's expectations.
4. Guarantee the freshness of floral arrangements for one week and fruit arrangements for 24 hours from order delivery.
5. Fill every order to value, according to product description and recipe.
6. Staff with qualified design, retail and delivery personnel who are friendly, professional and able to provide assistance and understand the nature of the floral business.

The above standards under "Appearance", "Capabilities" and "Attitude" do not apply to "Send Only" florists and numbers 1 & 2 under "Appearance" do not apply to "Affiliate Florists", which are florists that do not have a retail storefront.

GENERAL

1. Each BloomNet Florist is expected to reciprocate as many orders received as possible to other BloomNet Florists. Sending orders to an acceptable level of reciprocation is a requirement to be a member of BloomNet.
2. BN membership is not transferable. A Change of Ownership is the only exception to this rule for which Member must submit a written request for the transfer to BN, which is dependent upon the new owner (i) receiving approval from the BN Credit Department after submission of all required financial information and documentation, (ii) maintaining the then current standards criteria, (iii) executing the then current BloomNet Membership Agreement and the BloomNet Technologies Systems (BloomNet Technologies is also referred to as "BloomLink") Agreements, and (iv) complying with any and all other conditions which BloomNet may require from time-to-time.
3. Any and all debits and credits sustained against a BloomNet Florist's identification number will be the sole responsibility, obligation and liability of the owner of record for that membership account number.
4. BloomNet Florist agrees and consents that BloomNet Florists application and membership shall be effective only upon the acceptance by BloomNet.
5. The current BloomNet Directory is the official record of notice and supersedes all previous publications.
6. BloomNet reserves the right to amend or change the rules, rates, fees, commissions, terms of this and any other agreements with BloomNet Florists, and charges now existing, or as may exist from time to time, at any time. Any amendments or changes shall be effective on the first day of the month following publication or mailing, which includes regular mail or by email, unless otherwise indicated. Continued acceptance of orders after such publication or mailing constitutes acceptance of such amendment or changes.

Standards & Guidelines

1-800-BloomNet (1-800-256-6663)

7. It is a requirement that all BloomNet Florists (excluding any non florist entities which opted in to send or fulfill fruit arrangements only) purchase and openly display the current Floral Selection Guide.
8. BloomNet authorizes and encourages use of the images that are available on the BloomNet Floral Selection Guide CD or online at the BloomNet FTP website.
9. All BloomNet Florists must display the current BloomNet window decal on their shop window or door.
10. BloomNet fees and charges are provided for on the BloomNet Rebate and Fee Schedule, as may be amended which is published on the BloomLink Communications Network.

CONFIDENTIAL INFORMATION

"Confidential Information" means all information relating to BloomNet, BloomLink, BloomNet Florists, 1-800-FLOWERS.COM, Inc. and its affiliates, and all their respective customers, recipients or orders, operations, finances and business, including, without limitation, technical and non-technical data, manuals, programs, sales, marketing methods, pricing, customer and recipient names and addresses, phone numbers and any other information whether or not reduced to writing.

BloomNet Florist shall protect all Confidential Information from unauthorized disclosure. BloomNet Florist shall not use or copy the Confidential Information, except in connection with the acceptance, sending, transmission and/or fulfillment of BN orders, and for no other purpose. Upon the termination, BloomNet Florist shall promptly return to BN all materials, documents and records in any way related to the Confidential Information.

SENDING FLORISTS RESPONSIBILITIES

1. BloomNet Florists will earn a twenty percent (20%) commission on the "gross sales price" of all orders transmitted to, and fulfilled by, other BloomNet Florists.
2. The sending BloomNet Florist will be responsible for any and all state or local taxes required in connection with an order and for the payment of the same to the appropriate governmental authority.
3. When sending an order, the sending BloomNet Florist will transmit the full dollar amount of the merchandise, including delivery allowance.
4. The sending BloomNet Florist will communicate to customer that conditions where the order is to be delivered may differ and will influence the quantity and quality of orders. It is recommended to obtain second and third choices and explain substitutions may be necessary.
5. Should BN determine that the sending BloomNet Florist has violated any of the terms of this Agreement, or the rules, regulations and procedures of BloomNet, the sending BloomNet Florist shall, upon the request of BloomNet, immediately cease sending orders.

RECEPTION OF ORDERS

1. All BloomNet Florists, as a condition of membership, agree to fill all orders at one hundred percent (100%) of full value.
2. All BloomNet Florists are required to notify the sending BloomNet Florists immediately if substitutions are required.

3. Fulfilling florists are entitled to eighty 80% of the "gross sales price" of all incoming BloomNet orders they fulfill, less the applicable Clearinghouse Fee as set forth on the BloomNet Rebate and Fee Schedule, as may be amended from time to time. The term "gross sales price" shall mean the dollar amount of the merchandise of the orders transmitted to BloomNet Florist during the preceding calendar month which shall not include money refunded to customers or the amount of any sales taxes or other taxes collected from customers and paid over to governmental authorities or the amount of any service, shipping or handling charges. In addition, the BloomNet Rebate and Fee Schedule, as may be amended from time to time, is also applicable to BloomNet Florists.

4. The fees payable to BloomNet Florists on incoming 1800FLOWERS orders or those of its affiliates are as set forth in "3" above, except in those cases where there is in effect an order fulfillment agreement between such a BloomNet Florist and 1800Flowers, or its applicable affiliate. In the event there is an order fulfillment agreement between such a BloomNet Florist and 1800FLOWERS then the terms of the order fulfillment agreement shall control.

5. All 1800Flowers images must be approved in writing by 1800Flowers before being published in print or online and the BloomNet Florist must enter into the appropriate images license agreement(s) governing such uses. 1800Flowers and its affiliates reserve the right, in its sole discretion, to decide which agreement or agreements, if any, it will enter into with any BloomNet Florist.

6. BloomNet cannot guarantee payment of any order reported in excess of ninety (90) days from the delivery date.

7. Duplicate orders reported to BN will be charged back to the reporting BloomNet Florist. A duplicate charge may be assessed.

8. It is a requirement of all BloomNet Florists to accept and deliver orders received over BloomLink, by FAX or over the phone if, in the case or non-1800FLOWERS' orders, the order meets your minimums and delivery charge specifications.

CLEARING HOUSE STATEMENT

1. BloomNet guarantees payment of all successfully delivered floral and fruit arrangement wire orders if they are reported within ninety (90) days by any BloomNet Florist listed in the current BN Directory from the time the order was delivered.
2. BloomNet statements are posted on BloomLink on or about the 15th day of each month.
3. BloomNet Florist agrees to pay BN on or before the 25th day of each month for all monies (less commission) collected as a sending Florist.
4. A monthly membership fee is charged to all BN Florists, plus any additional services, if applicable.
5. Disputes and requests for credits on an order received from 1800Flowers, or one of its affiliates, or an order received from another BloomNet Florist must be submitted to customerservice@bloomnet.net within (30) days of receipt of the statement in question.
6. In the event that any BloomNet Florist does not pay in full the current statement accordingly by the 25th day of month, a late fee will be applied once a month until the account becomes current. There will also be an interest rate charge of eight percent (8%) per annum on any past due balance on the following month's statement.
7. Checks returned by the bank will incur a \$35.00 service charge on each item and BN membership may be subject to cancellation.

Call us at 1-800-BloomNet (1-800-256-6663)
or email us at: customerservice@bloomnet.net

AUTHORIZATION

BloomNet Florist hereby expressly authorizes BloomNet, 1-800-FLOWERS.COM, Inc. and/or its affiliates to, at the option of any of them, deduct and retain from any fees or commissions due BloomNet Florist, any and all fees, charges, interest or penalties due to BloomNet, 1-800-FLOWERS.COM, Inc. and/or its affiliates, including, but not limited to, (i) franchise fees, (ii) marketing fees and co-op advertising fees, (iii) rent payments on Shop location(s), (iv) all fees due under the BloomNet Technologies Systems Agreement, (v) all fees due for BloomNet and Napco Products purchased, and (vi) any fees or other charges due 1-800-FLOWERS.COM, Inc. and its affiliates under any other agreement that exists between 1-800-FLOWERS.COM, Inc. and/or its affiliates and BloomNet Florist.

DIRECTORY

The current published directory is to be considered the system of record and all information should be reviewed and kept up-to-date with BloomNet Publications. All BloomNet Florists, (excluding any non-florists entities who opted in to send or fulfill fruit arrangements only) are entitled to be listed, free of charge, in the city/town or area where their shop is physically located. A BloomNet Florist may choose to advertise their shop in additional cities/towns or areas they service. These listings are referred to as "Extra Listings" for which the BloomNet Florist shall be charged. BloomNet Florists will be codified with their minimum pricing, product codification, delivery charges and other basic shop information, such as address and phone number. BloomNet Florists also have the option to purchase additional advertising, such as display ads, expanded listings and color ads.

ERRORS, OMISSIONS, AND DISPUTES

Except for disputes and requests for credit as noted in item 5 of "Clearinghouse Statement", any errors or omissions in the BloomNet Clearinghouse statements must be reported to BloomNet in writing within 60 days of the statement date. After 60 days, the statement shall be deemed correct and BloomNet is not liable for errors or omissions. Send written notification to: BloomNet Florist Services Department, 7800 Bayberry Road, Jacksonville, FL 32256.

It is requested that all BloomNet Florists attempt to settle any differences regarding the dissatisfaction of the delivery, quality and value of any order between the two BloomNet Florists involved. In the event that the BloomNet Florists fail to agree on a settlement and the BloomNet Florists turn over disposition to BloomNet, the decision made by the BloomNet Customer Service Department shall be binding and final upon all parties. Any request for adjustments must be made within sixty (60) days of receipt of the statement on which the order appears.

TERMINATION

A BloomNet Florist may terminate their membership at any time provided the account is current and cancellation letter is received in writing by BloomNet. The letter should be signed and dated on company letterhead and sent registered mail to BloomNet Florist Relations Department. Termination by E-mails and fax are not an acceptable format for cancellations and will not be processed. Termination shall become effective only when the Florist's listing is removed from the BloomNet Directory. BloomNet Florist shall be responsible for all applicable membership dues and fees during this time period. BloomNet Florist is expected to fulfill orders from BloomNet and other BloomNet Florists until cancellation becomes effective. BloomNet Florists are subject to a \$99.00 final statement preparation charge and the account will go into an automatic hold status for 120 days to allow reporting of any orders by sending and receiving BloomNet Florists.

BloomNet reserves the right to cancel and terminate a membership at any time for any reason, including, but not limited to, delinquency of payment and/or non-compliance with terms and conditions of this Agreement and the then current rules, regulations and procedures of BloomNet, as same may be modified from time-to-time, or for no reason, Any such termination by BloomNet shall be effective upon the date of notification to the BloomNet Florist.

CHANGE OF OWNERSHIP

It is the responsibility of all BloomNet Florists to notify BloomNet of any change regarding ownership of the BloomNet Florist's business and, if seeking approval of the transfer of the membership then to follow the provisions herein listed under item 2 of the "General" section of this Agreement. It is expressly understood that the membership, along with all rights and privileges thereto, shall not be assigned and are non-transferable except if approved in writing by BloomNet. In any event, both the BloomNet Florist and the owner of record are and shall remain responsible for any and all fees, charges, or other liabilities related to the code number assigned to the BloomNet Florist until the Change of Ownership is approved by BloomNet.

INDEMNIFICATION

BloomNet Florist shall defend, indemnify and hold harmless BloomNet, 1-800-FLOWERS.COM, Inc. and its affiliates, and their respective officers, directors, agents and employees, from and against any and all loss, cost, expense (including reasonable attorney's fees), claims, damages, and liabilities, however caused, resulting directly or indirectly, from or pertaining to, any acts or omissions of BloomNet Florist, BloomNet, 1-800-FLOWERS.COM, Inc. and its respective affiliates' acts, omissions, and/or performance hereunder. Whenever used in this Agreement an "affiliate" of 1-800-FLOWERS.COM or 1-800-FLOWERS.COM, Inc., means any entity that is directly or indirectly controlling, controlled by, or under common control with 1-800-FLOWERS.COM, Inc.

RELATIONSHIP OF THE PARTIES

BloomNet Florist is and shall remain an independent contractor and shall have no right to bind BloomNet or 1-800-FLOWERS.COM, Inc., or any of its affiliates. BloomNet Florist shall not transact business in the name of BloomNet, 1-800-FLOWERS.COM, Inc., or any of its affiliates, unless expressly permitted to do so as evidenced in writing signed by an officer of BloomNet and 1-800-FLOWERS.COM, Inc.

TRADEMARKS

Except as expressly pre-approved in writing signed by an officer of BloomNet and 1-800-FLOWERS.COM, Inc., BloomNet Florist shall not use the trade names, service marks, trademarks, copyrights or other identifying marks of BN and 1-800-FLOWERS.COM, Inc., or its affiliates (collectively, the "Marks") in any manner whatsoever. At all times the Marks are and shall remain the sole property of 1-800-FLOWERS.COM, Inc., and its affiliates and BloomNet Florist shall not use any trade names, service marks, trademarks, copyrights, telephone numbers or internet domain names similar to the Marks or take any action to interfere with the Marks. In addition, BloomNet Florist acknowledges the strength and validity of the Marks and agrees not to dilute, contest, challenge, or seek to register anywhere as a trademark, service mark, copyright or the like the Marks or any term confusing similar to any of the Marks.

NO REPRESENTATIONS

BLOOMNET FLORIST ACKNOWLEDGES AND AGREES THAT NEITHER BLOOMNET, 1-800-FLOWERS.COM, INC., NOR ITS AFFILIATES HAVE MADE ANY PROMISES, REPRESENTATIONS OR WARRANTIES TO BLOOMNET FLORIST CONCERNING THE EXTENT TO WHICH BLOOMNET FLORIST MAY BENEFIT FROM THIS AGREEMENT OR THE ORDERS WHICH IT MAY RECEIVE HEREUNDER. NO GUARANTEES OR ASSURANCES ARE MADE TO BLOOMNET FLORIST WHATSOEVER. BLOOMNET FLORIST ACKNOWLEDGES THAT IT IS AND HAS BEEN ENGAGED IN THE RETAIL FLOWER AND FRUIT ARRANGMENT BUSINESS PRIOR TO ENTERING INTO THIS AGREEMENT AND THAT IT WILL RECEIVE NO MARKETING, TRAINING OR OTHER SUBSTANTIAL ASSISTANCE FROM BLOOMNET, 1-800-FLOWERS.COM, INC., OR ITS AFFILIATES WITH REGARD TO THE OPERATION OF ITS BUSINESS OR ITS OBLIGATIONS HEREUNDER.

INJUNCTIVE RELIEF

BloomNet Member recognizes the unique value and reputation attached to the Marks and agrees that any non-compliance with the terms of this Agreement will cause irreparable harm and damage. BloomNet Florist therefore agrees that in the event of such non-compliance, BloomNet, 1-800-FLOWERS.COM, Inc., and its affiliates shall be entitled to both temporary and permanent relief in addition to any other legal and equitable remedies available to them, including reasonable attorneys' fees.

GOVERNING LAW & VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to conflict of laws principals. Venue for the purposes of any action brought in connection with or arising out of this Agreement shall be placed in the applicable New York State or Federal courts sitting in Nassau or Suffolk Counties, New York, and the parties hereby submit to the exclusive jurisdiction of said courts. For the expedited resolutions of disputes, the BloomNet Florist agrees that all disputes shall be heard by the Court sitting without a jury and BloomNet Florist HEREBY WAIVES ANY AND ALL RIGHTS TO A JURY TRIAL.

PERSONAL GUARANTEE

The undersigned, individually, and if the undersigned are more than one, each of them, jointly and severally, absolutely and unconditionally guarantee to BloomNet, the prompt payment, when due, of the principal and interest owing on the BloomNet Florist account in question and any and all other obligations or indebtedness owed to BloomNet now existing or hereinafter arising in favor of BloomNet against the BloomNet Florist, or assigned by BloomNet Florist to BloomNet. The undersigned hereby waives all defenses that might constitute a legal or equitable discharge of a guarantor or surety and agrees such guaranty is valid and binding regardless of the reorganization or bankruptcy of the BloomNet Florist. The undersigned hereby waives notice of any default, nonpayment or nonperformance on the part of the BloomNet Florist, as well as any other notice, demand, presentment or protest of any kind. This is an irrevocable continuing guarantee and shall remain in full force and effect irrespective of any interruption or discontinuance of business relations between BloomNet and the BloomNet Florist. This guarantee shall cover the renewal of any obligations or indebtedness guaranteed by this instrument or extension of time for the payment thereof, and shall not be affected by any surrender or release of any security or obligation owed by the BloomNet Florist. The failure of BloomNet to insist on the strict performance on any one or more occasions shall not be deemed to be a waiver. This guarantee shall be governed, construed and enforced in accordance with the laws of the State of New York. By signing below, the undersigned authorizes BloomNet to obtain credit bureau reports from time-to-time on any and all of the undersigned for credit and collections purposes in connection with establishing, maintaining and enforcing BloomNet's credit relationship with the BloomNet Florist.