



212.391.1001

### Metro Custom Dyeing, Ltd.

Metro Custom Dyeing Service, Ltd. is a professional dyeing company; we use the most advanced dyeing methods with the highest quality dyes available. Although we use a proprietary almost tensionless "hand dyeing" procedure, we cannot always predict how a fabric will fare. Therefore, it is very important that you carefully read page 3 of this agreement in entirety prior to submitting your work to Metro Custom Dyeing, Ltd.

After you have read and signed the following agreement please enclose it with your item (s) to be dyed and your form of payment to:

**Metro Custom Dyeing, Ltd.**  
**306 W 38th Street**  
**7th Floor**  
**New York, NY 10018**

#### CUSTOMER INFORMATION:

DATE:

NAME:

STREET ADDRESS:

CITY:

STATE:

ZIPCODE:

PHONE: ( )

EMAIL:

PREFERRED METHOD OF CONTACT:

TELEPHONE

EMAIL

#### INFORMATION AND FEES:

SHIRTS, PANTS, SHORTS, SKIRTS: \$50.00

Note: There may be a surcharge for heavy weight garments

DRESSES, JACKETS, SWEATERS: \$75.00

EXPRESS SERVICE ADDITIONAL: \$50.00

ECONOMY DYEING:  Blue  Green  Yellow  Red  Purple  Orange  Pink: \$25.00  
(We will dye this with a standard color formula. Note: Shades may vary based on fiber content)

**\*\*\*\*\*PIECE GOODS, CUSTOM AND BULK DYEING, PLEASE CALL FOR QUOTE\*\*\*\*\***

PRICE QUOTED:

Shipping is \$9 for single garments. Please call for shipping quote on heavier items.

DESCRIPTION OF ITEM:

It is very important to include as much information as possible including fiber comments

COLOR TO BE DYED:

Please include a color swatch that you would like us to match your garment to if you are looking for an exact match.



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**What We Can Dye:**

Garments, fabrics, trims, laces(wide and narrow), elastics, hooks & eyes, rings & slides, buttons, or any blends of the following fibers:

- Silk
- Cotton
- Rayon
- Linen
- Nylon

**We Do Not Guarantee These Fibers Will Dye:**

- Polyester
- Acetate
- Wool
- Leather
- Suede

**ALL WORK IS SUBMITTED WITH THE UNDERSTANDING THAT METRO CUSTOM DYEING, LTD. MAY NOT BE ABLE TO PRODUCE A PERFECT RESULT DUE TO:**

- 1.) Goods that will not allow dye to adhere or penetrate due to prior dyeing and/or finishing procedures.
- 2.) Stains/Spots treated by customer or cleaner prior to dyeing.
- 3.) Thread used to sew the garments may be polyester & will not accept the new color. Zipper fabrics may also be polyester.
- 4.) Incorrect or lack of fiber identification by the manufacturer.
- 5.) Buttons may or may not adhere to dye. Shrinkage: Depending on the garment, shrinkage may be half of a size or more.

**PAYMENT INFORMATION:**

CHARGE MY CREDIT CARD:  VISA  MASTERCARD  AMEX  DISCOVER

CARD NO:

EXPIRATION DATE:

SECURITY CODE: (3 digit code on back of Visa and MasterCard)

NAME: (as it appears on card)

CREDIT CARD BILLING ADDRESS:

CITY:

STATE:

ZIPCODE:

CARDHOLDER'S PHONE: ( )

CARDHOLDER'S SIGNATURE

CHECK OR MONEY ORDER (Payable to Metro Custom Dyeing, Ltd.)

All dye work is processed at the customer's risk. Upon acceptance of our suggestions, you will be charged for the work regardless of the outcome. Metro Cutom Dyeing, Ltd. is a professional dyeing service. We treat every job with the utmost care. We have no way of determining how the garment/fabric will respond to our procedure until the dyeing process has been performed. Due to unforeseen circumstances such as unusual finishes and poorly constructed fabrics we will not be responsible for damaged items. There will be a \$20.00 Handling charge for any items that have to be returned due to improper fiber identification by the client.

When garment/fabric is received we will inspect it. If we feel that it will not dye well or will damage during the process, we will contact you with our concerns prior to processing.



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## Agreement to Waiver of Claims and Liability Release

In consideration of your acceptance of our dyeing services (hereafter the "The Dyer"), you agree (hereafter "The Customer") to the following Waiver of Claims and Liability Release (hereafter the "Waiver and Release").

### WAIVER OF CLAIMS AND LIABILITY RELEASE

It is the intent of the Customer to release Metro Custom Dyeing, Ltd., and each of their respective affiliates, officers, directors, agents, and employees (collectively the "Metro Entities") from any claims or liability to the fullest extent possible under the law, and to advance that intent the undersigned hereby agrees as follows:

**1.** I UNDERSTAND AND HEREBY ACKNOWLEDGE THAT THE DYEING OF PREVIOUSLY DYED OR FINISHED GARMENTS, SHIRTS, GOWNS, SUITS, DRESSES, JACKETS OR FABRICS (HEREAFTER "FABRICS") PRESENTS THE INHERENT RISK OF DISCOLORATION OF THE FABRIC, CONTORTION, SHRINKAGE OR, AN UNEVEN DYE JOB, AND OUR WAIVER AND RENUNCIATION OF CLAIMS IN THIS AGREEMENT EXPRESSLY APPLY TO ANY DAMAGE, DESTRUCTION OR DISCOLORATION OF THE FABRIC. I UNDERSTAND THAT I AM RESPONSIBLE FOR PAYMENT IN FULL FOR DYEING SERVICES PROVIDED BY THE DYER REGARDLESS OF THE OUTCOME OF THE WORK.

**2.** I understand the inherent risks involved in dyeing already finished fabrics, and hereby waive and renounce any claims against Metro Custom Dyeing, Ltd., including without limitation any claims based on Metro Custom Dyeing, Ltd.'s negligence for any claims whatsoever.

**3.** I also agree to hold harmless Metro Custom Dyeing, Ltd. Entities from any and all claims.

**4.** I understand and acknowledge that The Dyer does not guarantee that the dye will be colorfast, unless the fabrics are PFD "prepared for dyeing" fabrics or greige goods, and supporting documentation is submitted with this document. I understand that it is impossible for the dyer to ascertain the physical properties of finished garments or fabrics; therefore, it is impossible for the dyer to predict the fabrics reaction to the dyeing process.

**5.** I understand and acknowledge that The Dyer is not responsible for the damage or discoloration of fabrics and in no way can guarantee or predict the reaction that the fabric will have to the dyeing process, unless the fabric or garment is PFD or greige. I waive any claims against the dyer for any fabrics or garment that may experience discoloration, shrinkage or destruction from the dyeing process.

**6.** I further understand that no compensation will be paid by the dyer for damaged or destroyed garments or fabrics and I waive my right to any claims against the dyer.

**7.** I hereby grant Metro Custom Dyeing, Ltd. the right to dye my garment or fabrics using whatever methods they deem effective.

**8.** If any portion of this Waiver and Release is declared invalid or unenforceable by a final judgement of any court of competent jurisdiction, I hereby agree that such determination shall not affect the balance of this Waiver and Release, but this Waiver and Release shall remain in full force and effect, as such invalid portion shall be deemed severable.

**9.** By signing below, you agree that you have read and agree to the following waiver of rights and you waive any and all rights to claims against Metro Custom Dyeing, Ltd.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_