

EMME BRIDAL AGREEMENT

THIS EMME Bridal Agreement (“Agreement”) is made by and between EMME (“EMME”) and the party completing this contract (“Bride”) (each individually a “Party” and collectively “ Parties”). By completing this contract, and the sections contained herein the parties agree to be bound by the following terms and conditions:

On Number of Services:

When booking with EMME, the Bride is financially committing to no less than the number of services agreed upon when signing this Agreement. Payment will not be refunded for subtractions from the number of people booked at the signing of the Agreement. Any subtractions to the number of the bridal party agreed upon at the signing of this Agreement will forfeit the entire cost to complete the service (both the 30% retainer and 70% remaining balance). However, additions to the bridal party may be granted if they are added no later than 30 days before the wedding date. The Bride understands and acknowledges that any addition to the number of individuals identified above may require the hiring of an assistant by EMME in order to accommodate the growing number of the bridal party. The decision of whether or not to add an assistant in the event the contracted number of individuals receiving EMME’s service grows, shall be made solely by EMME in her sole discretion.

On Minimim Commitment:

The Bride understands that they are committing to the number agreed upon at the signing of this Agreement and any subtractions will result in a forfeiture of the entire service cost previously booked. For avoidance of any doubt, Bride must pay, at a minimum, for the amount of services contracted for. No omission, or subtraction from the number of individuals and services already contracted for, at any time, will entitle the Bride to a refund for those services.

The Bride may add any additional individuals or services to the originally contracted for number, but must pay the full price for such services as if they contracted for them at the signing of this Agreement. Notwithstanding the foregoing, an addition to the number of individuals or services originally contracted for must be made eight (8) weeks before the date of the wedding. If any additions are made after such time, it shall be within EMME’s sole discretion whether or not to accept such an addition and the Bride shall not hold EMME liable for the refusal of any addition.

On Timeline:

No one bridal party is alike leaving room for mixed variables regarding timing per person. To leave margin for error and/or unforeseen obstacle, EMME has assigned the following time frames to their respected client/service:

- **Bride: 1 Hour**
- **Attendees: 45 Minutes**
- **Flower Girl: 15 Minutes**

These time frames are not exact, and are provided only to give an estimated overview of the time needed, set structure, establish payment, and add security. In no way are these time frames to be construed as a representation or warranty as to amount of time it will take to complete each and every service, and the Bride shall not construe them as such. Notwithstanding the foregoing, EMME will not be liable and the Bride will not hold EMME responsible for any liabilities or damages for exceeding the above mentioned timeframes if the cause for going over such timeframes is not solely the fault of EMME.

The Bride understands and acknowledges that if any or all members of the bridal party or parties contracted to receive services are late, EMME is not responsible nor liable for staying in line with any mutually agreed to time frame nor for the delay of any and all events of the day. Further, the Bride acknowledge they will not hold EMME responsible for any and all disruption in the days timeline if the cause for such a delay, in whole or in part, is due to the failure of any of the bridal party, including the Bride, to show up at the agreed upon time.

The Bride understands that the time frames listed above are subject to change and are not an exact representation but are provided to set structure, establish payment, and add security.

On Addition of an Assistant:

It is EMME's top priority to make sure we stay in time with your wedding schedule and provide you with the style you dreamed of and hired us for. To make this happen in a timely and efficient manner, an assistant may be required to help finish the whole party. The added cost for an individual assistant is \$150. This addition is set in place to safeguard your strict time schedule and your desired look.

The Bride understands that in certain circumstances an assistant may be required and there is an added fee when hiring the assistant of \$150. The decision on whether or not to add an assistant shall be made in the sole discretion of EMME. In the event that Bride wishes to have an assistant, it shall be Bride's complete responsibility to make such arrangements, at Bride's own cost. In no event is EMME required to add an assistant to the services contracted for herein, and in no event will EMME be responsible or liable to Bride for refusing to add an assistant.

On Provision of Additional Equipment and Space:

The Bride understands and acknowledges that EMME is solely providing the hair styling services contracted for under this Agreement, and in no way is responsible for providing the appropriate tables, chairs, mirrors, or otherwise any other additional fixtures, furniture, or equipment to the venue in order to complete the contracted for services. Further, the Bride understands that it is their responsibility to provide EMME with the appropriate area to complete her services. This includes, but is not limited to mirrors, chairs, tables, power sources, surfaces for EMME to place and store her tools, products, and accessories, or otherwise any other reasonable accommodations EMME will require in order to perform the contracted for services.

On Preparation of Hair for Services:

For EMME to provide her best work and to leave the Bride and their whole bridal party feeling beautiful, EMME requires that everyone receiving hair services show up on time at the venue with clean, dry hair. There will not be additional time built in to the schedule to accommodate late arrivals or hair that is improperly prepped. If the Bride or any members of their have any questions or concerns about properly prepping your hair for the wedding day, please refer to your EMME bridal magazine that will be sent to the Bride upon booking. If Bride arrives to the getting ready location with improperly prepped hair, EMME will not be responsible for any delay in time, loss of satisfaction, or any claims, damages, or liabilities resulting from Bride improperly prepping their hair. In the event that EMME cannot complete the style the Bride desires, or is unable to complete the service as expected by the Bride due to the Bride or any individual failing to reasonably prep their hair, EMME will not be liable, and the Bride or any other person shall hold EMME responsible for such failure.

On Travel Fees and Expenses:

The Bride understands that there will be travel fees required for all locations outside of a 20 mile radius from EMME's home base in Akron, OH. Such travel fees will be based on the mileage between EMME's home base in Akron, OH and the contracted for venue. These fee shall also apply to the Bride Trial if it is performed somewhere other than EMME's studio. The mileage and there associated fees are listed below:

- 20-29 Miles: \$40.00
- 30-39 Miles: \$50.00
- 40-49 Miles: \$60.00
- 50-59 Miles: \$70.00
- 60-69 Miles: \$80.00
- 70-79 Miles: \$90.00
- 80-99 Miles: \$100.00
- 80-99 Miles: \$100.00
- 100-149 Miles: \$110.00
- 150-299 Miles: \$150.00 and reasonable hotel / lodging accommodation
- 300+ Miles: AIR TRAVEL ONLY. Price of flight will be contingent on the destination of the wedding and shall be mutually agreed upon by both EMME and the Bride.

On Alterations and Total Amount:

Once Bride has submitted this Agreement, EMME will review the information and send Bride's applicable totals based on the amount of services listed. EMME will ask for confirmation that all of the totals they have assigned to each service is correct. It will be the Bride's responsibility to review the totals and determine if all is correct based on what the Bride has included in this Agreement. If there is an error on either end, it will be the Bride's responsibility to correct the error prior to the payment of the retainer fee. When the date of the final payment is due and there is an error, it will not be EMME's responsibility to edit the final payment price in any way. Once the first payment of the retainer fee is made there will be NO remedying of the grand total and final payment of 70%. Bride understands that they are responsible to confirm the correctness of the calculations of this Agreement's totals and there will be no remedying of the grand total once the retainer fee is paid.

Representations and Warranties:

The Bride acknowledges and understands that EXCEPT FOR ANY WARRANTY OR REPRESENTATION MADE HEREIN, EMME HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. EMME MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES WILL CONFORM TO BRIDE'S OR ANYONE'S SATISFACTION, WANTS, OR EXPECTATIONS.

Limitation of Liability:

The Bride understands and agrees that IN NO EVENT WILL EMME BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES REGARDLESS OF WHETHER EMME WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

Waiver:

No amendment to or modification of this Agreement is effective unless it is in writing and signed by the parties to this contract. No waiver by either Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this contract will operate or be construed as a waiver thereof, and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

Force Majeure:

If and to the extent that a Party's performance of any of its obligations pursuant to this Agreement is prevented, hindered or delayed directly or indirectly by fire, flood, earthquake, elements of nature, pandemics or epidemics or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, or any other similar cause beyond the reasonable control of such Party, and such non-performance, hindrance or delay could not have been prevented by reasonable precautions, then the non-performing, hindered or delayed Party shall be excused for such non-performance, hindrance or delay.

Entire Agreement:

This Agreement, constitutes the sole and entire agreement of EMME and the Bride with respect to the subject matter of this contract and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter.