

EMME EVENT AGREEMENT

On Number of Services:

When booking with EMME, the Client is financially committing to no less than the services agreed upon when signing this Agreement. Payment will not be refunded for subtractions from the number of services booked at the signing of the Agreement. In the event that Client subtracts any number of services more than 7 calendar days before the agreed upon date of the services rendered under this Agreement, Client will forfeit the entire cost to complete the service (both the 20% retainer and 80% remaining balance). However, any additions to the services may be granted if they are added at any time before the wedding date. T No omission, or subtraction from the number of services already contracted for, at any time, will entitle the Client to a refund for those services.

On Timeline:

EMME will use commercially reasonable efforts to complete the services within the allotted time frame at the point of contracting. Client understands and acknowledges that any additional requests, alterations, or services requested by Client may cause the provision of services to exceed the reasonably estimated timeline. In the event that such events occur, except in the case of EMME's gross negligence or willful misconduct, Client agrees to pay the cost for such services that is equal to the amount of time exceeded. The Client understands and acknowledges that if they 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. Further, the Client acknowledges they will not hold EMME responsible for any and all disruption in the services timeline if the cause for such a delay, in whole or in part, is due to the failure of the Client to show up at the agreed upon time.

On Preparation of Hair for Services:

For EMME to provide her best work and to leave the Client feeling beautiful, EMME requires that Client show up on time at the venue with clean, dry hair. There will not be additional time built into the schedule to accommodate late arrivals or hair that is improperly prepped. If Client arrives to the getting ready location with improperly prepared hair, EMME will not be responsible for any delay in time, loss of satisfaction, or any claims, damages, or liabilities resulting from the Client improperly prepping their hair. In the event that EMME cannot complete the style the Client desires, or is unable to complete the service as expected by the Client due to the Client failing to reasonably prep their hair, EMME will not be liable, and the Client or any other person shall hold EMME responsible for such failure.

Fees and Payment:

Upon confirmation from Client that the fees charged under this Agreement are complete and correct, EMME will provide Client with an invoice for such fees. Client agrees to pay EMME 20% of the amount contained on the invoice upon receipt of the invoice. Further, Client agrees to pay the remaining balance (80%) of the invoice within 24 hours before the start of the services. In the event that Client fails to pay the remaining balance of the invoice within 24 hours of the service, Client agrees to pay a late fee of \$20.00 for each calendar day such fees have not been paid.

On Travel Fees and Expenses:

The Client understands that there will be travel fees required if the Client requests that EMME travel 20 mile radius from EMME's studio. Such travel fees will be based on the mileage between EMME's studio and the contracted for venue. 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 Client.

On Alterations and Total Amount:

Once Client has submitted this Agreement, EMME will review the information and send Client's applicable total cost 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 Client's responsibility to review the totals and determine if all is correct based on what the Client has included in this Agreement. If there is an error on either end, it will be the Client'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 final payment is due, there will be NO remedying of the grand total and final payment of the remaining 80%, unless terminated in accordance with cancellation policy, or in accordance with the On Number of Services Section.. Client 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, except as stated herein.

Cancellation:

Client has the right to terminate this Agreement at any time within seven (7) calendar days of services being rendered. In the event Client exercises its right of termination, in accordance with this Section, Client is not obligated to pay the remaining 80% of the fees for the services. Client understands and agrees that the initial retainer fee of 20% of the contracted for services is non-refundable. For avoidance of doubt, if Client terminates this Agreement at any time, the initial retainer fee of 20% is non-refundable. If Client terminates or cancels this Agreement after the prescribed time frame of seven (7) calendar days before the services are to be rendered, Client agrees to pay 100% of the services contracted for. Client understands that failure to show up for the day of the service constitutes a material breach of this Agreement.

Limitation of Liability:

The Client 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.

Warranties:

EXCEPT IN THIS AGREEMENT), EMME'S SERVICES ARE PROVIDED "AS IS" AND EMME HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. EMME SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

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 Client 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