

Sisters Bridal Boutique, LLC

SPECIAL ORDER GOWN CONTRACT:
PLEASE READ CAREFULLY.
UPON SIGNATURE YOU ARE AGREEING TO THE TERMS
BELOW

- 1) All sales are final. There are no returns, exchanges, refunds or transferred credits on any item sold at Sisters Bridal Boutique, LLC.
- 2) As this garment is a special order it requires four (4) to six (6) months for production. Veils and accessory special orders take one (1) to three (3) months for production. All ship dates are approximate. The manufacturer reserves the right to change a ship date based on their production schedule.
- 3) After the special order has been placed with the manufacturer you cannot add a rush to expedite the order. The only option is to upgrade shipping from the manufacturer to Sisters Bridal Boutique, LLC for an additional fee.
- 4) When placing a special order, please review your ticket to ensure that the style, size and color are correct.
- 5) Sizes are only recommended based upon the specific manufacturer's size chart that you are ordering from and the measurements taken at Sisters Bridal Boutique, LLC. We are not responsible for measurements not taken at Sisters Bridal Boutique, LLC. Please take an active part in selecting your size as the decision in what size to order is authorized by your signature. Sisters Bridal Boutique, LLC will not be held responsible for the fit of your garment should you choose a size other than our recommendation.
- 6) Hollow to hem measurements are required for some gowns. There will be an additional fee from the wedding gown manufacturer for this service. The customer must decide on a heel height prior to the hollow to hem measurement and it must not change after this measurement has been taken. Sisters Bridal Boutique, LLC will not be held responsible for the fit of your garment should you choose another heel height. Hollow to hem measurements have a variation of up to one inch from the manufacturer. Sisters Bridal Boutique, LLC shall not be held responsible for this variation.
- 7) Sisters Bridal Boutique, LLC is not responsible for the fit or additional costs (alterations or materials needed) due to weight loss/gain, pregnancy or plastic surgery.
- 8) Manufacturer dye lots may vary and Sisters Bridal Boutique, LLC is not responsible. Dyeing of shoes, veils and the like is an imperfect process and some variation in shade from the target color swatch is always present and should be expected. You acknowledge this as reasonable industry standard.

Initial: _____

- 9) PAYMENTS: 50% of the list price of the gown is due prior to order from the manufacturer. You will be notified upon arrival of the special ordered merchandise and will have approximately one week to check over merchandise for any manufacturer flaws. Any remaining balance on

Sisters Bridal Boutique, LLC

special ordered merchandise is to be paid in full within seven days of receipt of the merchandise by Sisters Bridal Boutique, LLC or anytime before. No Alterations will be performed prior to the payment of the remaining balance.

10) If the wedding date stated above changes for any reason it is the responsibility of the bride and/or named party's contact person to notify Sisters Bridal Boutique, LLC.

11) All merchandise must be picked up within thirty (30) days after the wedding date on file or it will become property of Sisters Bridal Boutique, LLC. It is not Sisters Bridal Boutique, LLC's responsibility to contact you after the wedding date has passed in regards to any merchandise left behind. Once merchandise is removed from Sisters Bridal Boutique, LLC we are no longer responsible for the care or condition of the item. Please inspect before you leave the store.

12) STORAGE: Storage of gowns not purchased from Sisters Bridal Boutique, LLC is provided at \$50 for the period beginning when same is brought to the shop and ending on the wedding date. If same are not picked up within thirty days after the wedding date the parties agree that same will become the property of Sisters Bridal Boutique, LLC to be disposed of as same sees fit.

13) ALTERATIONS POLICIES AND PROCEDURES

A. Alterations are a separate cost and work by appointment only. Alterations will be needed as the garments ordered are not custom made for your measurements. **There is a fee of \$50.00 per missed appointment with our seamstresses.**

B. All alteration fees are due and payable in full at the last fitting.

C. Sisters Bridal Boutique, LLC is not responsible for the fit or additional costs (alterations or materials needed) due to weight loss/gain, pregnancy or plastic surgery.

D. All alteration fittings require a scheduled appointment. We recommend for wedding gowns, eight (8) to ten (10) weeks prior to your wedding or travel date for your first appointment.

E. Shoes and undergarments (including but not limited to: slip, bra, and spanx) must be decided upon, purchased and brought to the first fitting and all proceeding fittings.

14) SERVICES OFFERED

A. Pressing is included once with the service of alterations completed at Sisters Bridal Boutique. If you would like the wedding gown pressed more than once there will be an additional charge of \$40. Pressing of other special order gowns is \$10

Initial: _____

15) HONESTY: We stand behind our work and encourage truthful, honest and forthright reviews. When a court of competent jurisdiction determines that any aspect of a statement that the undersigned, (or a representative thereof), makes, publishes, posts on-line; in a review or otherwise, regarding Sisters Bridal Boutique, LLC is untrue: the undersigned agrees to pay \$10,000 in liquidated damages to Sisters Bridal Boutique, LLC. The parties agree that the damage caused by untruthful statements regarding Sister's Bridal Boutique would be difficult to

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ascertain but would approximate the amount specified in this paragraph. The parties agree that this figure is not punitive.

16) Force Majeure: The undersigned agrees that Sisters Bridal Boutique, LLC is not responsible for acts of force majeure including but not limited to acts of war, floods, insurrection, riots, fire, theft, flood, weather, strikes, work stoppages or the like.

17) Limitation on Liability: The undersigned agrees that Sisters Bridal Boutique, LLC shall not be held liable for any and all claims, losses, expenses, injuries, or damages arising out of or any way related to the products and/or services that are the subject of this agreement for any act or omission, including breach of contract or negligence not amounting to a willful or intentional wrong.

18. PAYMENTS: The undersigned shall make payments in accordance with this agreement. This agreement is not binding upon Sisters Bridal Boutique, LLC until the checks for such payments clear or credit card transactions settle. A \$35 fee applies to all returned checks. If payments by credit card are scheduled under this agreement, the undersigned hereby authorizes Sisters Bridal Boutique, LLC to cause such credit card transactions to occur on the scheduled date. The undersigned authorizes the issuer of the credit card identified above to pay the amount(s) indicated in this agreement.

B. COLLECTION: The undersigned agrees that Sisters Bridal Boutique, LLC is entitled to reasonable attorney fees and costs of collection if same becomes necessary. Simple interest of 18 percent per annum applies to any amount owed Sisters Bridal Boutique, LLC which is 30 days or more past due.

C. SEVERABILITY: If any part of this agreement is determined to be unenforceable, the remainder of the agreement shall remain in full force and effect to the greatest extent possible.

D. MERGER: This is the entire agreement. Any agreements of any kind between the parties, (written, oral or otherwise), made prior to this agreement, are hereby dissolved and merged into this agreement.

D. JURISDICTION / FORUM: Any disputes arising out of this agreement shall be governed under the laws of the State of New Jersey. The parties agree that Sussex County shall be the forum where any dispute is heard and hereby submit to the jurisdiction of such Sussex County tribunal.

Initial: _____

Bride's Name: _____ *Wedding Date:* _____

Sisters Bridal Boutique, LLC

Customer's Name: _____ Member of Party: _____

Street: _____ Phone: _____

City: _____ State: _____ Zip Code: _____

Designer: _____ Style #: _____

Color: _____ Fabric : _____ Sash: _____

Measurements: Bust: ____ Waist: ____ Hips: ____ DO YOU NEED EXTRA LENGTH? ____ (additional cost)

Hollow to Hem: _____ Additional Measurements: _____

Recommended size: _____ Final Size: _____

Consultants Initials: _____ Customers Initials: _____

Please circle payment method: *Visa Mastercard Discover Debit*

Credit Card Holders Name: _____ Billing Zip Code: _____

Credit Card Number: _____ Exp: _____ Security Code: _____

Processing Fee: *There is a 2% (minimum \$5.00) processing fee for all credit card orders in the absence of the card*

Cardholder's Signature: _____ Date: _____

By signing this contract, I acknowledge that I have read and agree to the terms stated in the policy form provided by Sister's Bridal Boutique LLC. I understand that all sales are final and there are no refunds or cancellations.

Customer's Signature: _____ Date: _____