

RESEMBLE ME KEEPSAKES

ORDER TERMS & CONDITIONS

WE KEEPSAKES		C	Contract Date:	
CUSTOMER CONTACT INFO				
Name:		Email:		
Address:	City:		State:	Zip:
Phone:		Event Type:		
Event Date:		Venue Type:		
THEME & COLORS DETAIL:				

You must agree to the following before ordering:

- By submitting payment, I agree to all policies available here and online on the website.
- I understand that Keepsakes are custom made by the measurements presented as standard and provided by Resemble Me Keepsakes.
- Keepsakes are handmade, not mass-produced, slight variations are expected.
- If I do not provide a signed copy of the contract, my payment is my formal agreement to the contract.
- If the contract is breached/canceled, I acknowledge and understand that I cannot receive a refund for my deposit as this money goes toward fabrics, supplies, materials and pattern making and I have no claim to them.
- For custom orders, I agree to have my full balance paid in full before my Keepsake Box is collected or couriered including courier fee.
- I understand that the average keepsakes takes up to 3 months to produce after finalizing design and fabric options (unless a rush fee has been paid).
- I understand that there may be shade variations in color choices due to computer monitor differences and availability in fabric required.
- I understand that my keepsake is a custom creation and cannot be returned under any circumstances.
- I understand that all details for production must be provided within 1 week of order placement.

- I understand that my deposit secures my spot on the creation schedule and the date of completion is determined by Resemble Me Keepsakes and will be provided in writing.
- I understand that the final photos are a privilege and not a requirement.
- I understand that Resemble Me Keepsakes has the rights of ownership to the photos taken in the Resemble Me Keepsakes studio and by signing this you are giving consent for Resemble Me Keepsakes to publish the photos on any Resemble Me Keepsakes social media platform.
- I understand that I cannot change my design or fabric once the deposit has been paid and design has been confirmed after 24 hours.
- I understand that if I cannot or will not pay my remaining balance within 1 week of completion that <u>I forfeit my Keepsake and deposit as the deposit has gone toward the cost of my materials.</u>
- I understand that I must provide the following details before my Keepsake can be started: mailing address, event date, contact phone number, theme and colors.
- Any information requested in order to successfully complete my Keepsake and is not provided in a timely manner reflects the timeline of my Keepsake box completion and is MY fault if not provided.

I understand and agree with all terms stated in this Contract/Policy Form and agree that this contract is not valid until 60% deposit is received.

Customer Printed Name:				
Customer Signature:				
Date of Order:				
Expected Date Needed:				
Special Delivery:				
Special Shipping:				
FOR OFFICE USE ONLY				
Approved By:			Date:	
Deposit Received: \$	Balance Due: \$	Special Servic	es:	
Expedited/Rush Order: \$	Payment Source	: credit card	paypay cashapp	cash
Mail/Shipping Service:		Weight:	Shipping Cost:	
Comments:				

RESEMBLE ME KEEPSAKES SERVICE TERMS & CONDITIONS



CUSTOM KEEPSAKES

Thank you for choosing Resemble Me Keepsakes for your special occasion needs. We are confident you will be pleased with the workmanship and quality of our Keepsake Boxes. Resemble Me Keepsakes are designed to resemble to our best interpretation, the design item per your description, images, color designations etc. Please do your best to communicate the intent in your post order email. We will reach out to you with additional questions when necessary. In order to process your order and begin production, we need you to understand, agree, and sign off on the following:

ORDER PROCESS

Once you have decided on the keepsake box design dress/tuxedo/item style, color, size, and any other necessary information, the order can be processed. When all the details have been submitted and payment made the complete order is confirmed and scheduled for production. Since all boxes are made to order, a *60% non-refundable deposit* is required before we can begin production. Please note when ordering a custom keepsake online your order is not complete until Resemble Me Keepsakes Designs confirms your order. Contact us once you are ready to confirm your order at <u>resemblemebox07@gmail.com</u>. Send us the details of color, theme, picture of the design idea item/dress/tuxedo/suit/etc. and if the item is for a child, adult, group and the nature of the event. Clear pictures are to be taken from all angles for best replication.

FABRIC VARIATIONS AND CUSTOM ORDERS

Please note that due to variations in dye-lots, fabric colors may vary and may not be the exact color you chose from the color card or sample you provide. If you custom order fabrics based on a previous design seen or discussed in review with Resemble Me Keepsakes please note that there may be slight variations to the reproduction of this fabric from their vendors. The difference will not be drastic, but there may be slight shading difference between styles.

SIZING

We offer standard size keepsake boxes and will work with each individual order to decide the best to ensure the theme and design idea is communicated to any onlookers. Our free standing focal pieces each typically 12-33 inches tall, 10-18 inches wide and 6-12 inches deep.

FORCE MAJEURE

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent, such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") control, including, but not limited to, the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) a natural disaster (fires, explosions, earthquakes, hurricane, flooding, storms, explosions, infestations), epidemic, or pandemic; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; and (i) shortage of adequate power or transportation facilities.

The Impacted Party shall give Notice within 15 days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 30 days following Notice given by it, the other party may thereafter terminate this Agreement upon notice.

FAILURE TO PERFORM SERVICES

In the event our designers cannot or will not perform its obligations in any or all parts of this Agreement, it (or a responsible party) will:

- 1. Immediately give Notice to Client via the Notice provisions detailed in this Agreement; and
- 2. Company will issue a refund or credit based on a reasonably accurate percentage of services rendered; and
- 3. Excuse Client(s) of any further performance and/or payment obligations in this Agreement.

DELIVERY / LEAD TIME

The estimated lead-time of your order is between 8-10 weeks; beginning when full payment has been received for the entire project and the order has been confirmed. We recommend you order the dress at least 3 months before the event date to allow time for transportation and any adjustments that may be needed once you receive your keepsake.

RUSH ORDERS

We can provide rush orders with lead times less than 3 months, but this depends entirely on our production schedule. All rush orders must first be approved, prior to ordering. We recommend the customer pays for Next Day Courier to recipient's address to assure faster delivery, otherwise, the order will be couriered standard ground (7–10 business days). Please note: **RUSH ORDERS SUBJECT TO PRIOR APPROVAL**.

SHIPPING/PICK UP

While we do our best to meet the delivery timeframes on shipping and utilized the most expedient shipping service possible. Please plan in advance for mail/shipping and utilize the tracking numbers provided to track your order once it is completed. You will be notified of the shipping carrier and tracking number and when to anticipate your delivery. Once your item is shipped, we are not responsible for unclaimed packages once the agent meets the required delivery protocols. It is your responsibility to follow up and/or go to the nearest pick up location to claim your shipment. Priority Courier: Delivery Confirmation and Insurance are NOT Included unless you specify and pay extra costs. Losses or damages from courier are also not the responsibility of Resemble ME Keepsakes.

STANDARD PICK UP FOR LOCAL ORDERS

Resemble ME Keepsakes offers limited local pick up at designated locations and specific times. Every reasonable effort will be made to coordinate your local pick up.

PRICING

Our prices begin at \$399 and up depending on the keepsake item. Custom wedding and formal keepsake dress boxes listed prices are starting prices depending on the intricacies of details and appliques that make the item resemble the dress requested.

PAYMENTS

1. I am in agreement with the price quote(s) received for my custom item(s), which is valid for 30 days. Once I pay a 60% deposit for this amount agreed I understand that I am responsible for paying the entire amount due.

- 2. All payments must be made in full before collection or delivery. A 60% deposit is required before we begin production on an order. We accept cash payments or payment via PayPal. The deposit is required upfront to start the design process, the remaining 40% balance is due prior to the finished product being collected or delivered. A signed contract for custom pieces is due along with the first payment. All sales are final. There are NO returns, exchanges, refunds, or transferred credits on any custom item sold at Resemble Me Keepsakes.
- 3. Orders may be canceled up to 24 hours after the order is originally placed and in so doing incur a cancellation fee of \$50.00. Rushed orders cannot be canceled at any time. The deposit will be forfeited if not canceled within 24 hours after placing an order for any canceled order.
- 4. Any delay in payment past the due date provided by Resemble Me Keepsakes in the payment schedule will delay the production process by a minimum of one month. Resemble Me Keepsakes is not responsible for on-time delivery if this occurs. The client will be obligated to pay a \$250 rush fee for upholding the project timeline in order to proceed with the original due date.
- 5. Changes to orders may be made up to 24 hours after the original order is placed, at Resemble Me Keepsakes via the designer's discretion. No changes may be made to orders after 24 hours. Additional cancellation fees may be incurred is supply orders are placed.

RETURN POLICY

All Keepsakes are made to order. There are no exchanges or returns on merchandise purchased. All sales are final. Any concerns or issues must be expressed within 24 hours of receiving the order. No returns are accepted, upon submitting your payment/deposit you enter into a contract. If there is something physically wrong with your Keepsake box please contact us to resolve the issue immediately. If your event is canceled the full amount for the Keepsake box is still due as agreed upon in invoicing outlined.

Direct any questions and/or concerns to us in writing at <u>resemblemebox07@gmail.com</u>. Follow up questions can be received at 248-632-7120.