

PrettyBird Wedding Contract

THE PRETTYBIRD WEDDING CONTRACT (the "Agreement") is made and entered into as of (DD/MM/YYYY) _____ by and between _____ (the "Bride/Groom A") and _____ (the "Bride/Groom B") as individuals, and collectively (the "Couple" or the "Client") whose address is _____ and between PocketPretty Holdings Inc. ("PrettyBird" or the "Company") whose address is 142-412 Roncesvalles Ave, Toronto, ON, M6R 2N2, (collectively, the "party" or "parties")

1. Save The Date

The Couple is retaining PrettyBird for a selection of Beauty and Wellness Services. In order to Save the Date for your Wedding Date please read and complete this form and pay the associated fees.

Wedding Date: _____
 Ceremony Location: _____
 Reception Location: _____

Information for Bride/Groom A

Name: _____
 Address: _____

 Cell #: _____
 Alt # _____
 Email: _____

Information for Bride/Groom B

Name: _____
 Address: _____

 Cell #: _____
 Alt # _____
 Email: _____

A Trial Date for Hair and Makeup-related Services is to be set within 14 days of signing this agreement and must occur no less than 14 days in advance of the Wedding Date.

2. Beauty and Wellness Services

The Services outlined in Schedule A provide the type of Beauty and Wellness services available and its associated cost. Please select all those that apply for your Wedding Date.

Services are subject to availability and PrettyBird shall not be liable for Services that become unavailable as a result of sickness, accidents, acts of God and other reasons beyond the Company's control.

3. Payment

All Beauty and Wellness Services will be collected via credit card through the Stripe Payment Service. Charges paid by you are final and non-refundable, unless otherwise determined by PrettyBird.

4. Payment Options

Clients can pay the total up-front cost of the services or in the alternative pay a 50% deposit in order to secure the Wedding Date. **Deposits are non-refundable** and will be credited toward your balance on the Wedding Date. Any outstanding balances will be charged 14 days prior to the Wedding Date along with any other supplemental charges that may apply.

5. Additional Services or Changes to Service

If the Client wishes to purchase additional services on the Wedding Date or within 14 days leading up to the Wedding Date, the associated charges will be billed within 5 business days of service and billed to the credit card on file.

6. Penalties for Late Payment

If the Client wishes to purchase additional services on the Wedding Date or within 14 days leading up to the Wedding Date, the associated charges will be billed within 5 business days of service and billed to the credit card on file.

7. Travel Costs

The Following travel costs will be charged with respect to any travel time required on behalf of PrettyBird Beauty and Wellness Professionals.

<50kms	\$10
50-100kms	\$25
> 100kms	\$50

8. Early Start

Clients acknowledge and accept that there is a \$100 early start fee per Beauty and Wellness Professional per hour if the appointment starts before 6 a.m.

9. Cancellations

All payments are non-refundable regardless of Cancellation time. In extenuating circumstances PrettyBird may refund a portion of the paid-up cost to date. This is on a case by case basis and entirely in the discretion of the Company.

10. Disclaimer

PrettyBird will make every effort to ensure that the Beauty and Wellness Professional that you choose is the one that arrives on your Wedding Date. However, the Client acknowledges and agrees that unforeseen circumstances may prevent this from occurring. If a Professional is substituted, PrettyBird shall ensure that replacements possess all the requisite skills and expertise of the originally booked Professional. As such, the Client accepts that changes to Beauty and Wellness Professionals may occur.

11. Limitation of Liability

PrettyBird understands the Wedding Planning process is time consuming and expensive and the Company aims to do everything in its power to ensure that all Beauty and Wellness Services are delivered without complication. However, both parties acknowledge and agree that sometimes events occur that are out of anyone's control. As such, PrettyBird shall not be liable for indirect, incidental, special, exemplary, punitive, or consequential damages, including personal injury, or property damage related to, in connection with, or otherwise resulting from any of the Beauty and Wellness Services enumerated herein.

Furthermore, neither Party will be liable for the inability to perform or any delay of performance caused by acts of God (flooding, fire, explosion, extreme weather or other unforeseeable events) or any circumstance beyond either Parties' reasonable control that may threaten the safety of either party or the integrity of the Beauty and Wellness Services. PrettyBird will use its professional judgment when taking action in regard to such events based on the situation, time limitations, and the Client's input, if the situation permits.

PrettyBird's liability to the Couple for all claims arising from or related to this Agreement will be limited to direct damages or the specific performance of the Services or Additional Services. Such liability will, in the aggregate, not exceed the amount of the initial deposit of Fees.

12. Product Safety

PrettyBird agrees, wherever possible, to ensure that all products used for Beauty and Wellness Services are sanitary and safe.

Wherever possible, products shall be hypoallergenic. Pre-existing skin conditions, allergies or sensitivities **MUST** be reported by the Client to the Beauty and Wellness Professional prior to application. By request of the Client only, the Beauty and Wellness Professional will provide makeup samples to test skin reaction or sensitivity. Clients are responsible for their own health and agree to release the Beauty and Wellness Professional from liability for any skin and hair complications or damage resulting from allergic reactions.

13. Photography Release

The Client grants to PrettyBird the right to use photographs of the Client and the Client's family members in connection with the Beauty and Wellness Services at the Trial Date and the Wedding Event. The Client hereby irrevocably and unconditionally waives all moral rights to any photos voluntarily submitted to PrettyBird and the Client agrees to the use and publication by the Company of any photographs taken during the Trial Date or the Wedding Date whether in print or electronically. The Client agrees that the Company may use such photographs of the Client with or without the Client's name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and Web content.

14. Severability

If any term of this Agreement is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

15. Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario. You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of the Province of Ontario with respect to any claim or dispute arising out of or in connection with the PrettyBird Services and this Agreement. Furthermore, you agree to initiate and proceed with any claim or dispute in the city of Toronto, Ontario.

16. Assignment

Neither party shall assign any right or obligation hereunder in whole or in part, without the prior written consent of the Company. This Agreement shall inure to the benefit of and shall be binding upon each party's successors and assigns.

This agreement represents all terms and conditions agreed upon by the parties. No other understanding or representations oral or otherwise, except those conditions agreed to in the PrettyBird Wedding Contract shall be binding.

Signed at _____ on this ____ day of _____ 20 ____

Bride/Groom A: _____

Bride/Groom B: _____

PocketPretty Holdings Inc.

President

I have the authority to bind the corporation

