

**Custom Garment Design and Production Agreement** (the "Agreement")

Dated \_\_\_\_\_ 2017 between Inna's Designs, LLC (the "Designer")

and \_\_\_\_\_ (the "Customer"), collectively referred to as the "Parties".

**BACKGROUND**

- A. The Customer is of the opinion that the Designer has the necessary qualifications, experience and abilities to provide services to the Customer.
- B. The Designer is agreeable to providing such services to the Customer on the terms and conditions set out in this Agreement

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Customer and the Designer agree as follows:

**1. Services**

- 1.1 The Customer hereby agrees to engage the Designer to design and produce custom garments (the "Product") using Customer's selection of fabrics, materials and other supplies to fit his unique requirements.
- 1.2 The services provided require the Customer to show up at appointments for fitting and picking up the final Product.
- 1.3 The Designer is responsible for taking measurements of the Customer, designing the sketch of the Product, choosing and agreeing upon the used fabrics and materials of the Product, setting and showing up at fitting appointments.

**2. Custom design**

- 2.1 After an initial consultation or correspondence in which the Customer communicates to the Designer what he/she is envisioning, the Designer shall provide one to three sketches of possible designs to choose from. These sketches may be synthesized or modified until the final design is agreed upon. Please understand that out of respect for the Designer's time he (she) will not be able to do multiple consultations or sketches until the Customer have committed to having the Product made and paid the deposit.
- 2.2 By signing this Agreement, the Customer confirms that he/she have reviewed the sketch and description of the Product (the "Custom Design"), attached hereto as Addendum 1.
- 2.3 The Customer confirms and agrees that the Custom Design accurately reflects his (hers) wishes with respect to style, fabric selection, and all other Product details. The Customer understands and agrees that the Price of the Product has been calculated based on the Custom Design. Any details of the Product not explicitly reflected in the Custom Design, which the Customer may wish to incorporate later, may increase the Price of the Product.
- 2.4 After the Customer confirmed the Custom Design, the Designer is responsible for taking accurate measurements of the Customer in order to fit his (hers) unique body shapes.
- 2.5 If the Custom Design involves fabrics and/or materials not currently in stock with the Designer, the Customer will be notified of the need to order such items. If the fabrics and/or materials are unavailable or are on backorder, the Customer will be given the option of
  - a. selecting alternate fabric and/or materials, which will allow the delivery date of the Product to stay the same, or

- b. revising the delivery date to allow time for the delivery of the fabrics and/or materials discussed in the Custom Design. If the Customer elects to wait for fabrics and/or materials on backorder, the Designer may not be able to deliver the Product on the date specified in this Agreement.

2.6 The Designer is responsible for keeping a fitting/consultation log with the Customer in written form, which shall reflect the communication between the Parties (Addendum3). It shall include the information about fitting and pick-up appointments, as well as decisions both Parties take during these appointments.

**3. Fitting appointments**

3.1 After signing the Agreement and placing the order with the Designer, the Customer may be required to show up to fitting appointments.

3.2 When setting up the date and the time for the fitting appointments it is essential that the Customer ensures that he (she) will be able to show up to them, as the Designer will not be able to change the appointment date or time. If the Customer does not show up for his (hers) fitting appointment or is more than 30 minutes late, or cancels it with less than 24 hour notice, it will be considered missed and will be subject to a \$50.00 missed appointment fee, which will be added to Customer's final balance.

3.3 The fitting appointment can be rescheduled for free only one time at a Customer's request if he (she) gives at least a 24 hour notice to the Designer.

3.4 The Customer has to be aware that missing or rescheduling fitting appointments may lead to delays in the manufacturing process. The Designer will not be responsible for not being able to deliver the Product on time due to a missed, canceled or rescheduled fitting appointment.

**4. Design modification**

4.1 If the Customer wishes to modify the Custom Design in any way after the date this Agreement was signed, he (she) must fill out and email the Designer the Design Modification Request Form (attached hereto as Addendum 2). Within 48 hours of receiving the form the Designer shall offer the Customer an updated sketch of his (her) design and/or a complete detailed technical description of the requested changes, as well as an Updated Price for the Product, reflecting the additional materials and labor resulting from the design modification(s) the Customer requested.

4.2 To initiate the design modification(s), the Customer must sign the Design Modification Request Form, confirming that he (she) accepts the modified Custom Design and that he (she) agrees to pay the additional charges that shall be added to his (her) final balance.

4.3 Once the Design Modification Request Form is signed, Customer's requested design modifications will be implemented, and the request(s) cannot be reversed.

4.4 Please note that design modification requests will not be submitted after the garment is more than 50% complete, as determined by, and in the sole discretion of the Designer.

**5. Pick-up and delivery**

5.1 The Designer will complete the Product and have it ready for pick-up (select one):

- Fixed Date - by 5:30 PM Eastern Standard Time, on the \_\_\_\_ day of \_\_\_\_\_, 2017.
- Date Range – sometime between by 5:30 PM Eastern Standard Time, on the \_\_\_\_ day of \_\_\_\_\_, 2017 and 5:30 PM Eastern Standard Time, on the \_\_\_\_ day of \_\_\_\_\_, 2017.

- 5.2 The Designer will contact the Customer by phone or e-mail approximately 24 hours before the Product is complete to schedule a pick-up time and final fitting. Please note that pick-up must take place during Designer's standard business hours of 9:00 am to 5:30 PM, M-F. Pick-ups scheduled outside the Designer's standard business hours are subject to a \$50.00 fee.
- 5.3 When setting up the date and the time for the pick-up appointment it is essential that the Customer ensures that he (she) will be able to show up, as the Designer will not be able to change the appointment date or time. If the Customer does not show up for his (hers) pick-up appointment or is more than 30 minutes late, or cancels it with less than 24 hour notice, it will be considered missed and will be subject to a \$50.00 missed appointment fee, which will be added to Customer's final balance.
- 5.4 The pick-up appointment can be rescheduled for free if the Customer pays off the remaining balance for the Product no later than the pick-up date set by this Agreement.
- 5.5 If the Customer is unable to make the re-scheduled appointment, the Designer shall pack the Product and ship it to the address the Customer provided at the time he (she) signed this Agreement. If he (she) wish to have the Product sent to a different address, it is his (her) sole responsibility to contact the Designer and give the alternate shipping address. Please note that the Designer will ship the Product to the Customer only after receiving the full payment for the Product and services offered according to this Agreement, as well as the delivery price.
- 5.6 The Designer is not responsible for delays in the delivery of the Product outside its control, such as postal or courier delays, hurricanes and other natural disasters, or any other unforeseen.

**6. Price and payments**

- 6.1 The price of the Product according to this Agreement (the "Price") shall be: \_\_\_\_\_, plus applicable tax. The Designer cannot waive the applicable sales tax or include it in the Price of Customer's Product.
- 6.2 An initial payment (the "Deposit") of 50% of the Price (\$ \_\_\_\_\_), plus applicable tax, is due at the moment of signing this Agreement so the Provider can buy and/order fabrics/materials and/or begin work on the Product.
- 6.3 If the Customer requested design modifications as described in this Agreement, then the Price shall increase according to the Design Modification Request Form (attached hereto as Addendum 2)
- 6.4 If the Customer does not respect the fitting and pick-up appointments as described in this Agreement above, the Price shall increase accordingly to the missed/canceled appointments. The cost of these fees will be reflected in the fitting/consultation log (Addendum 3)
- 6.5 If the Customer requires the Product to be shipped to his address, then he (she) has to pay the delivery fees to the Designer before the shipping date.
- 6.6 The balance of the Price (or of the Updated Price, if applicable) shall be paid by the Customer in full by the pick-up and delivery date set by this Agreement.
- 6.7 Payments can be made by cash or credit card in the office of the Designer or online. If the Customer chooses to pay online, he (she) has to request an invoice from the Designer and provide his (her) email address.
- 6.8 Because each garment is tailored to the style and size of a particular Customer, ALL SALES ARE FINAL. Once the Customer has placed an order for a Product with the Designer, the order cannot, in whole or in part, be cancelled, refunded, returned or exchanged for any reason, even if the Customer cancels the wedding or other special event, no longer need the garment, or changed his (her) mind about purchasing it.

**7. Full Agreement, Governing Law, and Dispute Resolution**

- 7.1 By signing this Agreement, the Customer confirms that he (she) has read and understood its contents.

- 7.2 This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida.
- 7.3 If any provision of this Agreement is held invalid for any reason, the same shall be deemed severed from the remainder hereof and shall in no way affect or impair the validity of this Agreement or any other portion hereof, and this Agreement shall otherwise remain in full force and effect.
- 7.4 In the event of a dispute under this Agreement, the parties agree that the courts of Seminole County, Florida shall have jurisdiction.

*Thank you for selecting Inna's Designs to create your custom garment!*

Customer:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

Phone number: \_\_\_\_\_

Signature: \_\_\_\_\_ Date \_\_\_\_\_

Designer:

Inna's Designs, LLC

Address: 1150 Douglas Ave #1090, Altamonte Springs, FL 32714

Web: [www.innasdesigns.com](http://www.innasdesigns.com) E-mail: [innasdesigns@gmail.com](mailto:innasdesigns@gmail.com)

Phone number: 407-716-7416

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Addendum 1

**Custom Design**

*Designer's signature* \_\_\_\_\_

*Customer's signature* \_\_\_\_\_

Addendum 2

**Design Modification Request Form**

*Designer's signature* \_\_\_\_\_

*Customer's signature* \_\_\_\_\_

Addendum 3

**Fitting/Consultation Log**

*Designer's signature* \_\_\_\_\_

*Customer's signature* \_\_\_\_\_