

HAUTE COUTURE

#### **General Business Terms**

Thank you so much for choosing DanceCake LLC for your dancewear needs. We are confident that you will be pleased with the workmanship and quality of our designs.

Below you will find details of how our custom design process for your custom creation and production:

#### Consultation

Our initial consultation will require a non-refundable consultation fee. During our initial consultation, you will get to meet your designer, Stefan Golubovic, and we will discuss your personal style and desired look for your special occasion. This would be a great time to bring in photos of silhouettes you like along with color preference and to know what type of look you are wanting to achieve. Event type is also recommended along with desired hair and overall look are extra pluses that will help to decide on a certain style if you are completely unsure of what you would like. We will be happy to guide you on best looks to fit your body type and personal style.

#### Custom Designs

We often get asked to recreate styles from other designers. Every designer has their own way of creating. Patterns, sewing techniques, fabric choices and personal way of style is what makes each design unique. Though we are honored for the challenge of re-creating an exact piece from a designer, we **will not** create an exact replica of that design. If you are adamant about having the exact same design from another designer or company, we suggest that you order from that particular designer. If there are certain details, you like about certain silhouettes we can develop a custom creation based off of those silhouettes.

#### From Vision to Concept

Once the style is decided, your designer will create a sketch for review. We will also discuss fabric's and colorways. We keep very limited fabrics in our sewing room; however, with our fabric connections, we can get a variety of fabrics to make your vision come to life. For any fabrics samples that you require to inspect in person, we will do our best to have samples delivered to your address and can usually have them delivered within 1-2 weeks if not locally available. However, such in person inspection cannot be guaranteed. If you choose this option, we will let you know if and when the samples come in and are available for shipping to you for your approval. For samples we can obtain locally, we can have those samples available for review within 3 business days for shipping to you. All costs of shipping samples for your inspection will be billed to you. As a courtesy, we do give our clients a copy of the sketch along with photos and/or video of fabric samples as part of our consultation. For any reason, if you would like to make any changes to your design please let us know within 24 hours of consultation. All designs and rights to the design shall remain the exclusive property of DanceCake LLC.

### Sizing & Fitting

We are a custom boutique, so to ensure the perfect fit we will send you a sizing chart for your exact personal measurements. For best fit, we recommend you have a professional tailor, seamstress, or seasoned dancer to fill the measurements for you. We also recommend that these measurements are triple checked (i.e. taken three times to ensure the numbers match). Please be mindful that bulky or baggy clothing make it very hard to obtain true measurements and, for this reason, we recommend that measurements are taken in your underwear (we recommend the ones you will wear with the actual garment if any). We shall not be held responsible for any measurements made and sent to us.

At the time of your consultation and payment of your invoice or agreed upon nonrefundable deposit, please let us know if you plan to lose or gain weight or alter your body in any way. Once we obtain your measurements and begin production, if the garment does not fit due to weight or body changes, we shall not be held responsible.

#### Production

The total processing time once measurements are received is typically 8-16 weeks. After your approval of the sketch and fabric samples and your payment of your invoice or agreed upon nonrefundable deposit is received, we will begin your order. At the time that production begins, please make sure your balance or agreed upon nonrefundable deposit is paid in full. We are unable to start your order until then. Full payment of your invoice or your agreed upon nonrefundable deposit will ensure your fabrics and trims are ordered

and in our sewing room ready for production. Delays on payments will result in delays of your order.

## Return Policy

All garments are made to order. For this reason, there are no exchanges, refunds, or returns accepted. All sales are final upon submitting your payment and/or deposit. Any concerns or issues must be expressed prior to completion of sewing of the garment(s) and before embellishments and stoning begins. We cannot accept returns or exchanges simply because you've changed your mind or because it does not look well on your body type. For this reason, during your consultation, we will give best recommendations based on body type. For silhouettes never worn before, we recommend that you try on items similar to what you are requesting to get an idea prior to creating your design.

## You must agree to the following before ordering and submitting payment on your invoice:

- By submitting payment, you shall agree to all policies stated herein;
- You understand and agree that each dress is custom made and not produced by a factory, so slight variations may occur;
- A signed copy of the contract is not required; payment of the invoice issued and/or your nonrefundable deposit shall be your formal agreement and acceptance of these general business terms;
- If the contract is breached/cancelled, you acknowledge and understand that you shall not receive a refund for any necessary deposit or money paid towards fabrics, supplies, materials, pattern making, and cost of work. You agree that you shall have no claim to these items;
- You understand and agree that our non- refundable consultation fee will be applied to the dress balance in your invoice. This fee will allow for me and the designer to discuss style of garment and to order samples
- You understand and agree that you cannot change measurements, design or fabric once your pattern has been started;
- You understand and agree that there shall be no changes to the design of your once your invoice or deposit has been paid and design has been confirmed after 24 hours:
- You understand and agree that if you cannot or will not pay any outstanding balances due within 2 weeks of completion of your garment, that you shall forfeit the garment and any monies paid as these items have gone towards the cost of the materials and work on the garment.

- Any information requested in order to successfully complete your garment shall be provided in a timely manner. You understand and agree that delays on
- your end in this regard will be reflected in the timeline of your garment completion.

# Payment of the invoice issued to you shall be your formal agreement and acceptance to these general business terms.

We look forward to working with you. A copy of these General Business Terms can be located online at our website using the following link: <a href="http://www.dancecake.com/custom-design-terms.html">http://www.dancecake.com/custom-design-terms.html</a>.