

RACHEL WILLIS EVENTS TERMS & CONDITIONS

BY REQUESTING OR CONTRACTING FOR SERVICES PROVIDED BY CLASSIC & CURATED EVENTS, LLC d/b/a RACHEL WILLIS EVENTS (“Rachel Willis Events,” or “we,” “us,” “our”), YOU REPRESENT AND WARRANT THAT YOU HAVE READ THESE TERMS & CONDITIONS (the “Terms & Conditions”) AND AGREE TO THE TERMS SET FORTH HEREIN. IF YOU DO NOT AGREE TO BE BOUND TO THESE TERMS & CONDITIONS, YOU ARE NOT PERMITTED TO UTILIZE ANY OF THE SERVICES THAT WE PROVIDE.

We may change the Terms & Conditions at any time. The latest version of the Terms & Conditions can be accessed at any time by going to the “Terms & Conditions” link at <https://rachelwillisevents.com/terms> (our “Webpage”). You agree to check this page for changes before requesting or contracting for Services from Rachel Willis Events. By requesting, using, or continuing to use one or more Services offered by Rachel Willis Events after changes are made to these Terms & Conditions, you agree to be bound by such changes to these Terms & Conditions.

1. SERVICES PROVIDED

After your consultation to provide event planning services (the “Services”) at your event (your “Event”), you will receive a link from Rachel Willis Events to execute an agreement (the “Event Services Agreement”) related to the Services for your Event. By signing the Event Services Agreement, you are agreeing to engage Rachel Willis Events to provide you with the Services leading up to and at your Event, as further described in your Event Services Agreement and pursuant to these Terms & Conditions.

2. CANCELLATION & REFUND POLICY

After the Event Services Agreement is signed, cancellations will not be permitted, and refunds will only be available as set forth in the Event Services Agreement.

3. LATE PAYMENTS

Our acceptance of partial or late payments or a restrictive endorsement on a draft or check, or the failure of Rachel Willis Events to exercise any right or remedy it may have, shall constitute a waiver of neither your obligations nor the right of Rachel Willis Event to subsequent exercise of such right or remedy, or constitute a waiver of any other similar default which has occurred, or which occurs thereafter.

4. OFFICE HOURS AND COMMUNICATION

Due to the nature of our work and what is often a weekend-focused event schedule, Rachel Willis Events maintains standard office hours Tuesday through Thursday, from 10:00 AM to 6:00 PM Central Time. Fridays are typically reserved for rehearsals and event preparation, while Mondays are used for post-event recovery and internal operations.

Our office is closed during the following annual periods:

- The week of Thanksgiving
- Mid-December through mid-January
- Mid-June through mid-July

During these closures, response times may be delayed. Any additional out-of-office periods will be noted in our email signature for your reference.

All planning-related phone or video calls must be scheduled in advance. You agree to respect the business hours above when submitting actionable requests. Tasks, projects, or deadlines falling outside of standard hours may not be accommodated unless specifically agreed upon in writing. You acknowledge that standard response time for Rachel Willis Events may be up to forty-eight (48) hours and that immediate or same-day responses are not guaranteed.

You understand and acknowledge that for Rachel Willis Events to complete the Services to the best of our ability and in a reasonable and timely manner, you must comply with the following: (i) respond to email and text correspondence; (ii) give feedback; (iii) approve quotes; (iv) make payments; (v) sign contracts; and (vi) and complete any other forms/details/questions requested by Rachel Willis Events in a reasonable and timely manner.

5. FOOD/BEVERAGE SAFETY DISCLAIMER

You understand, acknowledge, and agree that any food or beverages served at your Event: (i) will not be prepared by or served by Rachel Willis Events or Rachel Willis Events staff, and (ii) will have been prepared in a third-party kitchen. You, your vendors, and your guests are fully responsible for safe food handling, including (without limitation) the coordination of any allergen-related issues (guest or otherwise), and removing and safely storing any leftover food items taken from the premises after your Event.

You further understand, acknowledge, and agree that any alcoholic beverages served at your Event: (i) will not be purchased or served by Rachel Willis Events or Rachel Willis Events staff, and (ii) will have been purchased, sold, and prepared by a third party.

Rachel Willis Events will not maintain control over alcoholic beverages, or the sale or service of alcoholic beverages.

6. PROPERTY DAMAGE DISCLAIMER

You understand, acknowledge, and agree that Rachel Willis Events is not responsible for personal property belonging to you or any of your guests attending your Event, unless such damage, theft or loss to personal property is directly caused by the intentional misconduct of Rachel Willis Events or its staff. You agree to release Rachel Willis Events and its members, managers, employees and staff for any damage, theft, or loss of property occurring at the Event that is not directly caused by caused by the intentional misconduct of Rachel Willis Events or its staff (e.g. any persons attending your Event as guests, vendors, contractors, etc.).

You understand, acknowledge, and agree that you are responsible for damage caused by you, or any of your Event guests, to any Rachel Willis Events property brought by Rachel Willis Events to the Event. Rachel Willis Events reserves the right to add to any invoice (i) fees for damage caused to Rachel Willis Events property or (ii) the cost of missing or broken Rachel Willis Events property.

7. RESPECTFUL CONDUCT

You agree to be respectful towards any Rachel Willis Events team members' well-being and time before, during, and after the Event. Rachel Willis Events has a zero-tolerance policy with regards to abusive, demeaning, condescending, or manipulative behavior of any kind to include, but not limited to: verbal, mental, physical, or emotional distress of any Rachel Willis Events owner, manager, employee, or vendor involved in the planning process or with your Event. Any such behavior that interferes with the ability of Rachel Willis Events to reasonably perform the Services shall constitute a material breach of any Agreement for Services. In such event, Rachel Willis Events reserves the right to limit, suspend, or terminate any Agreement for Services without refund.

In the event that a guest, family member, contracted vendor, or any other person(s) at the Event is in violation of these Terms & Conditions or the Event Services Agreement, Rachel Willis Events reserves the right to dismiss any person(s) at the Event for any reason including, but not limited to, harassment, unruliness, verbal abuse, possession of illegal substances, possession of weapons, intoxication, etc.

8. DUTY OF CARE

Rachel Willis Events agrees to perform the Services using commercially reasonable efforts consistent with the scope of Services selected by you and the specific circumstances of the Event. You acknowledge that Rachel Willis Events shall not be responsible for monitoring or enforcing the conduct, safety, or compliance of vendors,

venues, guests, or other third parties, including (without limitation) the sale and service of alcoholic beverages.

9. LIABILITY WAIVER

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AGREE THAT IN NO EVENT WILL RACHEL WILLIS EVENTS BE HELD LIABLE TO YOU FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, PSYCHOLOGICAL, OR SPIRITUAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, (COLLECTIVELY, THE "EXCLUDED DAMAGES"), WHETHER OR NOT CHARACTERIZED IN NEGLIGENCE, TORT, CONTRACT, OR ANY OTHER THEORY OF LIABILITY. NOTWITHSTANDING THE FOREGOING, RACHEL WILLIS EVENTS' TOTAL LIABILITY SHALL NOT EXCEED THE TOTAL FEES PAID UNDER THE EVENT SERVICES AGREEMENT.

10. RESOLUTION OF DISPUTES.

You agree not to post on any Internet forum, social media, or website any negative information about Rachel Willis Events arising out of any situation, dispute, disagreement, or otherwise related to the Services, your Event, or the Event Services Agreement without first providing advance written notice to Rachel Willis Events of the intended content thereof, and providing Rachel Willis Events with a period of at least fourteen (14) days' notice to amicably resolve any issues between the parties.

11. DISCLAIMER OF WARRANTIES

Except as may be expressly set forth elsewhere in these Terms & Conditions, Rachel Willis Events has made no affirmation of fact, representation, or promise relating to the goods or services made the subject of the Terms & Conditions and/or the Event Services Agreement that creates or amounts to an express warranty that the goods or services would conform to any such affirmation, representation, or promise. RACHEL WILLIS EVENTS EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AVAILABILITY, OR SUITABILITY. Rachel Willis Events cannot and does not warrant or guarantee (i) any particular outcome, aesthetic, experience, or level of satisfaction; (ii) vendor performance, pricing, availability, or reliability; or (iii) that the Event will be free from disruption, delays, errors, omissions, or unforeseen issues. No oral or written statements made by Rachel Willis Events shall create any warranty not expressly provided for in the Event Services Agreement.

12. FORCE MAJEURE

In no event shall Rachel Willis Events be responsible or liable for any failure to provide you with any or all of the Services booked for the Event due to, directly or indirectly, forces beyond Rachel Willis Events' control, including, without limitation, war, terrorism, riot, strike, epidemic, pandemic, natural catastrophe, government shut down, inclement weather, or Act of God (each a "Force Majeure Occurrence"). If there is a Force Majeure Occurrence affecting Rachel Willis Events' ability to provide the Services for the Event, Rachel Willis Events shall inform you as soon as reasonably practicable, and our time for performance shall be extended by at least the amount of time as the Force Majeure Occurrence, though there can be no guarantee that a Force Majeure Occurrence will not prevent your Event from occurring, in whole or in part.

13. INDEMNIFICATION

You agree to indemnify, release, defend, and hold harmless Rachel Willis Events and its members, managers, employees, staff, agents, and contractors of any and all liability, claims, suits, controversies, damages, judgments, demands or any other action whatsoever in law or equity (including, without limitation, court costs, reasonable attorneys' fees, and other pecuniary compensation), whether brought by third-party claim or otherwise, that directly or indirectly, arises or results from: (i) liability and damages attributable to the intentional or negligent acts of you, your third-party vendors/suppliers, or any of your guests in conjunction with the planning or performance of the Event, or at the Event (including, without limitation, (i) food-borne illness or allergic reaction from any source, including that derived from food prepared by a third party, (ii) possible spoilage or food-borne illness derived from leftover food taken by you or any of your guests after your Event, and (iii) the sale, service, or consumption of alcoholic beverages by you, your guests, or any other person). This provision shall survive the termination of the Event Services Agreement.

14. INTELLECTUAL PROPERTY

Rachel Willis Events retains and shall retain ownership of all materials, templates, documents, schedules, tools, design concepts, artwork, layouts, vendor lists, timelines, workflows, work product, planning methods, proprietary processes, and any other works, materials, information, know-how, or content of any kind, whether tangible or intangible, created by, developed by, used by, or disclosed by Rachel Willis Events in connection with the Services (collectively, "Planner Materials"), which are and shall remain the sole and exclusive property of Rachel Willis Events. This provision shall survive the termination of the Event Services Agreement. Nothing in these Terms & Conditions or the Event Services Agreement shall be deemed to transfer or assign any ownership rights in Planner Materials to you.

15. ASSIGNMENT

The Event Services Agreement is personal to you, which means that you may not assign your rights or obligations under the Agreement to anyone. No third party is a beneficiary of the Agreement.

16. SEVERABILITY

If any provision of the Event Services Agreement (or these Terms & Conditions) shall be determined by a court to be unenforceable in any respect, such provision shall be deemed amended to be enforceable to the maximum extent, then permitted by applicable law, and the remaining provisions of the Event Services Agreement shall not in any way be affected thereby.

17. NOTICE

All communications and notices required or permitted by the Terms & Conditions or the Event Services Agreement shall be in writing, delivered by electronic mail, and shall be deemed to have been given when receipt of such electronic communication is confirmed. For purposes of providing notice, Rachel Willis Events may be contacted at 4100 Spring Valley Rd Suite 915, Farmers Branch, TX 75244.

18. AUTHORITY

By engaging Rachel Willis Events to provide Services for/at your Event, you represent and warrant to Rachel Willis Events that you are duly authorized and have legal capacity to engage Rachel Willis Events to provide the Services.

19. GOVERNING LAW, JURISDICTION & VENUE

All agreements between the parties shall be interpreted according to the laws of the State of Texas, and any legal action arising from this Agreement shall be filed in the state district courts of Dallas County, Texas. Both parties hereby irrevocably submit to the jurisdiction of such courts and waive any objections based on venue or inconvenient forum.

20. ENTIRE AGREEMENT

These Terms & Conditions, along with the executed Event Services Agreement, constitutes the entire agreement of the parties with respect to the subject matter herein, and supersedes any & all prior agreements, understandings, statements, or representations, either oral or in writing.