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SERVICES AGREEMENT

This services agreement (this "Agreement") is entered into between Cloud 9 Favors, LLC ("Cloud 9") and _____ ("Customer") (Cloud 9 and Customer, each, a "Party" and collectively, the "Parties"). You certify that your wedding will take place on _____ at _____.

Each party agrees to the following terms and conditions specified below:

1. **Services.** Cloud 9 shall provide custom weather reports, weather gear and personalization services using calligraphy. Such assistance includes providing Customer with anticipated weather conditions, alerting them of potential severe weather and distribution of this information to Customer via electronic video. Weather gear offered includes umbrellas with the option to personalize it using calligraphy. Therefore, services include customized video weather reports, umbrellas, umbrellas with calligraphy, and performing such other related services as Customer shall direct Cloud 9, and Cloud 9 shall agree, to perform (generally, the "Services").
2. **Fee and Payment.** Customer agrees to compensate Cloud 9 according to its rate schedule, which is subject to change from time to time, to be paid in full in cash, credit card, or check payable to Cloud 9 Favors, LLC seven days prior to delivery of the first weather report. All payments for calligraphy or merchandise must be made prior to order shipping. *Returned checks will incur a \$25 penalty charge.* If payment is delayed, delivery of services will also be delayed. Customer agrees to provide Cloud 9 with **at least 14 business day notice prior to canceling a weather report and/or merchandise order. Failure to do so will result in Cloud 9 charging the full amount for services rendered.** All shipping costs for weather gear will be totaled on your invoice. If the customer needs the product sooner than the standard shipping, the rush shipping fee will be reflected on the final invoice.
3. **Disclaimer.** Customer acknowledges that all weather reports made by Cloud 9 and any representative of Cloud 9 can change within an hour of wedding. While Cloud 9 and its Meteorologists do take every effort to ensure our weather reports are 100% accurate, you acknowledge that Cloud 9 cannot be liable for any costs associated with the decisions made by Customer or any third parties hired by said Customer because of our reports. You also waive the right for any litigation due to any damage because of our products.
4. **Non-exclusivity.** Customer hereby acknowledges that Cloud 9 may render the Services to other individuals during the same time period that Cloud 9 is rendering the Services to Participant

hereunder. Cloud 9's services provided hereunder are not exclusive, and Cloud 9 shall be free to render such Services to others and to use the same or other information and strategies which Cloud 9 obtains, produces or utilizes in rendering the Services to Participant.

5. **Termination.** Either Party may terminate this Agreement at any time in writing. Should customer elect to terminate this agreement prior to 14 business days prior to the wedding date, only 50% of the deposit will be refunded.
6. **Changes.** While we understand that dates and times can be change, Cloud 9 will do it's part to reschedule it's service if the date is available free of charge. In the event Cloud 9 is booked for the weekend, Cloud 9 reserves the right to retain the entire deposit.
7. **Limitation on Damages.** Cloud 9 shall in no event be liable for incidental, consequential or punitive damages even if it has been advised of or should have foreseen, the possibility of such damages.
8. **Miscellaneous.** This Agreement shall be governed by the laws of the State of Ohio. The waiver by Cloud 9 of a breach of any provision of this Agreement by Customer shall not operate to be construed as a waiver of any other or a subsequent breach by Customer. This Agreement consists of the entire agreement between the Parties and supersedes all prior or contemporaneous oral or written agreements. This Agreement may be modified only by mutual agreement of the Parties in writing.

By: _____
Cloud 9 Representative Date

Name of Customer – Please Print Customer Signature Date