



## TERMS AND CONDITIONS

1. **Services.** Renée Lara Style LLC (“**Renée Lara Style**”) shall perform and provide the services (i) selected by the client and (ii) agreed to by Renée Lara Style, as such services are amended or expanded upon after agreement by the client to these Terms and Conditions (collectively, the “**Services**”).

2. **Work Product and Images.** Renée Lara Style intends that the client will be the owner of all rights, title and interest in and to all original work product, including digital and print images, that Renée Lara Style may create for the client during the course of performing and providing the Services (“**Work Product**”), provided, that, to the extent allowed by applicable law, all Work Product that consists of subject matter of U.S. copyright laws will constitute “works made for hire” under applicable copyright laws; provided further, that the client grants to Renée Lara Style and any members, officers or affiliates of Renée Lara Style, a royalty-free, fully paid-up, irrevocable, perpetual, non-terminable, transferable, non-exclusive license, in any Work Product to have, use, distribute, create derivative works from, display, and commercialize.

3. **Safety Protocols; Acknowledgement and Waiver of Liability for Illness.** Renée Lara Style has implemented enhanced safety protocols in response to the COVID-19 pandemic, including the use of masks, cleaning and sanitation procedures and, when practicable, physical distancing. Despite the implementation of such safety protocols, if a member, manager, officer or employee of Renée Lara Style provides any of the Services in-person, the nature of the Services necessitates physical contact with the personal belonging, clothing, shoes, accessories, and/or the home of the client. The client understands and acknowledges that there are inherent health risks associated with such physical contact; and the client further agrees and acknowledges that the client bears any such risks knowingly and waives any and all claims against Renée Lara Style for any illness, adverse health reaction, injury or the like, including but not limited to exposure to COVID-19, that the client may suffer following or contemporaneously with any in-person contact with any affiliate, member, manager, officer or employee of Renée Lara Style.

4. **Payment and Expenses; Refunds.**

a. Payment for Services; Expense Reimbursement; Interest. Renée Lara Style’s rates and fees for the Services are set forth on its website, <https://www.reneelarastyle.com/stylemereneelara>, as amended from time to time. Payment for all Services is due upon engagement with Renée Lara Style, and any additional Services request by the client during the course of engagement with Renée Lara Style will be due upon acceptance and agreement by Renée Lara Style. Should Renée Lara Style incur any out-of-pocket expenses on behalf of the client, the client will be invoiced for such out-of-pocket expenses at the beginning of the following month and payment shall be due no later than 10 days from the date of each invoice. If any amount due is not paid within ten (10) calendar days after such payment is due, interest will accrue at the rate of 3% per month, compounded monthly on the amount unpaid.

b. Clothing, Shoes and Accessories. The client understands and hereby acknowledges that fees paid to Renée Lara Style for the Services are *not* inclusive of the cost of clothing, shoes, accessories or other items recommended for purchase. The expense of any such items are the sole responsibility of the client.

c. No Refunds. Except as set forth in Section 5 below, fees paid to Renée Lara Style are not refundable, whether or not the client utilizes the Services of Renée Lara Style. The Services are personal in nature and while Renée Lara Style will use commercially reasonable efforts to meet the expectations of the client, Renée Lara Style cannot guarantee the client’s satisfaction.

5. **Term and Termination.** The term will commence upon payment to Renée Lara Style for the Services and acceptance by the client of these Terms and Conditions and will continue until completion of the Services or earlier termination pursuant to the following sentence (the “**Term**”). Either party may terminate the Services by providing written notice to the other party; within 10 days of notice of termination, the client shall pay all amounts due to Renée Lara Style. If the Services are terminated by Renée Lara Style, then any unused portion of fees paid by the client to Renée Lara Style will be reimbursed.

6. **Non-Disparagement.** The client shall refrain from all conduct, verbal or otherwise, that in any material respect disparages or damages or could reasonably be expected to disparage or damage in a material respect the reputation, goodwill or standing in the community of the Renée Lara Style, its affiliates, members, managers, officers or employees. The terms of this Section 6 (Non-Disparagement) shall survive completion or termination of the Services provided to the client, and such completion or termination of the Services shall not affect either party’s obligations hereunder.

7. **Disclaimer.** EXCEPT AS SPECIFICALLY PROVIDED IN THESE TERMS AND CONDITIONS, RENÉE LARA STYLE MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING THE SERVICES OR ANY OTHER GOODS OR SERVICES DELIVERED TO THE CLIENT. THE WARRANTIES, OBLIGATIONS, AND LIABILITIES OF RENÉE LARA STYLE AND REMEDIES SET FORTH IN THESE TERMS AND CONDITIONS ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, OBLIGATIONS AND LIABILITIES OF RENÉE LARA STYLE, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO THE SERVICES.

8. **Limitation of Liability.** The client acknowledges and agrees that Renée Lara Style’ legal liability under or resulting from providing and performing the Service, based upon any claim by the client or any third party, including but not limited to for negligence, breach of contract or any other basis in law or equity, shall be strictly and solely limited to money damages in an amount which shall not exceed the amount actually received by Renée Lara Style from client during the 6 month period preceding such claim. In no event shall Renée Lara Style be liable for any special, indirect, incidental, or consequential damages, including, but not limited to loss of profits or punitive damages.

9. **Force Majeure.** If Renée Lara Style is unable to carry out its normal operations or is compelled to reduce or suspend its operations because of forces beyond its immediate control, including but not limited to, laws, regulations, court orders, labor disputes, breakdown of machinery, pandemic/epidemic, explosion, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, lack of transportation, interruption of power, flood, fire, catastrophe, earthquake, war, civil commotion, quarantine, weather, drought, frost, and other action of the elements, Act of God, or other matters beyond its immediate control, then while so affected, Renée Lara Style shall be relieved to the extent it is prevented from performing its obligations to the client (except with respect to monetary obligations), but in such event, Renée Lara Style shall take reasonable measure to remove the disability and resume full performance at the earliest possible date.

10. **Miscellaneous.**

a. Governing Law; Jurisdiction. The interpretation, performance and enforcement of these Terms and Conditions will be governed by the laws of the State of Oregon. Each of the parties consents to the exclusive jurisdiction of any state or federal court located in the State of Oregon.

b. Notices. Any and all notices, requests, demands and other communications required or otherwise contemplated to be made under these Terms and Conditions shall be in writing and shall be deemed delivered at the earliest of the following: (a) when personally delivered, (b) 5 business days after deposit in the US mail, first class postage prepaid, certified, return receipt requested, (c) the next business day after delivery to a recognized national overnight carrier, with overnight charges prepaid, or (d) the next business day when sent by email transmission.

c. Assignment; Successors and Assigns. The Services are personal to the parties, and neither party may assign any right or delegate any duty hereunder without the prior written consent of the other party; provided, however, that Renée Lara Style may delegate any and all duties hereunder, to any affiliate or to any party with which or into which Renée Lara Style or any affiliate merges or consolidates, or to whom Renée Lara Style may sell all or substantially all of Renée Lara Style's or any affiliate's respective assets. The provisions of these Terms and Conditions will inure to the benefit of, and be binding upon, the successors, administrators, legal representatives and permitted assigns of the parties in accordance with these Terms and Conditions.

d. No Third Party Benefits; Creditors. None of the provisions of these Terms and Conditions gives or shall be construed to give or provide any benefit, direct, indirect, or otherwise, to any third parties (except for permitted successors and assignees), including any creditors of Renée Lara Style or the client.

e. Dispute Resolution. Any dispute or question arising as to the interpretation of any clause of, or the rights and liabilities of the parties under, in any manner relating to, these Terms and Conditions, will be referred to binding arbitration before a single arbitrator in Portland, Oregon, under the rules and procedures of the Arbitration Services of Portland. This agreement to arbitrate is supported by adequate consideration, receipt of which is acknowledged. The decision of the arbitrator will be binding, final and conclusive on the parties, and judgment on the arbitrator's decision may be entered in any court having jurisdiction thereof. This agreement to arbitrate is binding upon the respective successors, heirs, legal representatives, assigns and transferees of the parties. The arbitrator may, *sua sponte* or upon the written request of a party, issue written directions as to the scope and timetable for discovery. In the event that the arbitrator should determine that the matter(s) in dispute may be resolved by a review of a written record, and that a hearing is not necessary, each party waives the right to a hearing. The arbitrator will be charged to render a written opinion reciting the facts as determined and the applicable law as applied. The arbitrator may award injunctive and other equitable relief, as well as an award of monetary damages. No claim of fraud, duress or other basis for revocation of contract made with respect to these Terms and Conditions will limit or preclude the enforcement of this agreement to arbitrate except as fraud, duress or other basis for revocation arises with particularity to this agreement to arbitrate.

f. Attorney Fees. If a suit, action, arbitration or proceeding is instituted to enforce any of the provisions of these Terms and Conditions, the prevailing party will be entitled to recover, in addition to costs and disbursements, its reasonable attorney fees as determined by any court or arbitrator in which such action or proceeding is tried, heard or decided, including any appeal.

g. Entire Agreement. These Terms and Conditions and the documents reflected or referenced herein constitute the entire agreement among the parties with respect to the subject matter herein and supersede all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter herein.

h. Severability. If any determination that any provision of these Terms and Conditions becomes or is declared by a court of competent jurisdiction or arbitrator to be illegal, void or unenforceable, the remainder of these Terms and Conditions will continue in full force and effect and the application of the remaining provisions will be interpreted so as reasonable to implement the intent of the parties. The parties further agree to replace any such illegal, void or unenforceable provision of these Terms and Conditions with a legal, valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

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