

# TOP 16 FLORIST

## Contract Terms



**EVENT DATE** ~ The event date contained in this agreement is the contracted date under this agreement. The CLIENT agrees and understands that due to COMPANY's business's nature, event dates cannot cancel once scheduled by COMPANY. This event is set for: {{event\_date}}

**RESERVATION & RETAINER FEES** ~ A minimum non-refundable, non-transferable {{retainer\_amount}} retainer will be required to reserve COMPANY's services before the scheduled event. We will make all reservations on a first-come, first-serve basis. The down payment signifies an acceptance of terms and a ready to proceed which will also officially secures the date on our calendar.

**BALANCE DUE** ~ The balance due for the floral services needs payment in full by the dates listed on the contract. The final payment is due no later than three (3) weeks before the event date. CLIENT is responsible for paying the balance of invoice even if they anticipate reductions or increases to the line items and quantities stated in the contract. Any returned checks will incur an additional RTF fee of \$35.

**DESIGN CHANGES & MODIFICATIONS** ~ The CLIENT may make no alterations, modifications, or reductions to this contract without the COMPANY's written consent. Any changes requested to a proposal may require a new submission, which may incur additional fees. Both parties must sign any modifications, additions, or deletions to the contract revisions before they are approved.

**FINAL GUEST COUNT** ~ CLIENT is required to submit to COMPANY a minimum guest count twenty-one (21) calendar days before the scheduled event. CLIENT may not change the number of guests or the quantities of florals or services without the prior written consent of COMPANY. Any increase in guest counts will result in an increased cost to the CLIENT. After receipt of final payment, reductions to the order will result in a redistribution of stems to enhance other design items or services. Additional items will require payment at the time of order. COMPANY will not accept any additional item requests (seven (7) days) or less before the scheduled event.

**INCLEMENT WEATHER CLAUSE** ~ COMPANY reserves the right to make any changes based on the weather for outdoor events, i.e., heat, rain, snow, etc. CLIENT agrees that it is the CLIENT's responsibility to be aware of changing weather conditions and protect the wedding party, guests, and other persons. We reserve the right not to work if conditions on site, equipment, weather, et al. would jeopardize any persons' safety. We will contact the CLIENT immediately should such a situation occur and work with the CLIENT for a resolution.

**STRIKE TIME** ~ Should set-up and breakdown times run late or extend beyond proposed times, \$50/hour per staff member charges to the credit card on file. Should a CLIENT request to keep or reuse floral products the next day, Company will charge the credit card on file for additional pick-ups.

**HEALTH & SAFETY** ~ The CLIENT further understands that COMPANY complies with all health and safety laws, directives, and rules and regulations. CLIENT expressly agrees that during the event, CLIENT and CLIENT's guests shall not carry weapons or firearms, be exposed to severe illness, or request COMPANY to do anything illegal or unsafe. Further, COMPANY will not provide services in any location or area deemed unsafe in its sole discretion, including, but not limited to, regions affected by infectious diseases, quarantined areas, or other similar occurrences. Under any of these circumstances, COMPANY reserves the right to end service coverage or immediately leave the event if guidelines are not followed. COMPANY shall be entitled to retain all monies paid. The CLIENT agrees to relieve and hold COMPANY harmless due to incomplete event coverage or a lapse in the COMPANY work quality.

**CUSTOMER CANCELLATION** ~ In addition to any other obligations outlined in this agreement, the CLIENT terminates this agreement: all payments of Fees and fees for Additional Services made are non-refundable. All outstanding Fees for Additional Services rendered through the Date of Termination will be due immediately.

The CLIENT understands that COMPANY has likely declined other events to reserve the Event Date in COMPANY's calendar. Therefore, if the CLIENT terminates the event sixty (60) calendar days or less from the Event Date on {{event\_date}}, the COMPANY will require that COMPANY's Fees paid in full.

**COPYRIGHT** ~ All designs conceptually presented or produced listed proposed in this document are copyrighted and are the sole property of COMPANY.




**SUBSTITUTIONS** ~ COMPANY reserves the right to make appropriate floral substitutions when necessary if the flowers received are not of the quality suitable for your wedding or Special Event. We will maintain the proposed color scheme's integrity and use flowers of equivalent value in this event. COMPANY will inform CLIENT of any unacceptable substitutions no later than three (3) business days before the Event Date.

**PERISHABLE PRODUCTS** ~ CLIENT understands that florals are perishable items. While the COMPANY will attempt to hydrate and preserve the Floral Arrangements for the event's duration, environmental conditions are beyond the COMPANY's control. Additionally, flowers are sensitive to excessive heat, direct sunlight and lack of water, and various other conditions. CLIENT expressly agrees and understands that COMPANY will not be responsible for any wilting or damage resulting from environmental conditions occurring after set-up by COMPANY. Further, CLIENT understands and acknowledges that occasionally the floral product, as well as the hard goods and rental items outlined in the Proposal may not be available for the Wedding. In that event, COMPANY will curate comparable items at its sole discretion.

**ARTISTIC LICENSE** ~ CLIENT understands and agrees that they are booking COMPANY based on previous floral stylings, portfolios, and executions. Every reasonable effort is made to arrange floral pieces to CLIENTS' liking but we cannot promise exact floral arrangements due to the unique nature of flowers and floristry. By commissioning COMPANY to design and create florals for your event, you are entrusting the artists and representatives to utilize their design skills and capabilities shown during consultations and other events. Therefore, you authorize COMPANY to choose all floral varieties, color schemes, and textures that will best showcase the event's ideas. CLIENT allows COMPANY full Artistic License to create distinctive and unique floral pieces and table-scapes by signing this agreement.

**PHOTOGRAPHY & PERMITTED USES** ~ The CLIENT agrees that COMPANY may use any images from the Event for COMPANY's portfolio, advertising, website, blog and magazine submissions, and other promotional means. The CLIENT waives the right to inspect or approve the finished product, including a written or electronic copy, wherein the CLIENT's likeness appears. COMPANY is held harmless and released from all claims, demands, and causes of action which CLIENT, its heirs, representatives, executors, administrators, or any other persons acting on CLIENT's behalf or behalf of the CLIENT's estates have or may have because of this authorization.

**ENTIRE AGREEMENT** ~ This agreement (including the proposal as detailed above) contains the parties' entire agreement, and there are no other promises or conditions in any additional agreement, whether oral or written. This agreement supersedes any prior written or oral agreements between the parties.



**FORCE MAJEURE** ~ A party shall not be liable for any failure of or delay in the performance of this agreement if such failure or delay is due to causes beyond its reasonable control, including but not limited to any act of God, such as but not limited to war, riot, civil strife; an act of terrorism, domestic or foreign; embargo; governmental rule, order, regulation or decree; earthquake, flood, fire, hurricane, tornado, or other casualties; strike, lockout, or other labor disturbance; pandemic, epidemic, public health emergency, an outbreak of infectious disease; or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the preceding. Upon the occurrence of any force majeure event, the party relying on this provision shall notify, as soon as feasible, the other party of its inability to perform or delay in performing its obligations.

In the event of a Force Majeure, all retainers are non-refundable and outstanding fees will not be owed to the COMPANY except for direct out of pocket expenses expended for the event. Out of pocket expenses are not limited to but including any hours put into the event's design, whether that be client consultations or revisions of the design proposal, ordering of items for the CLIENT, etc.

Should CLIENTS' Wedding be canceled, postponed, or otherwise adversely impacted due to a force majeure event, there shall be no refunds for payments already received by COMPANY. Still, COMPANY will use all reasonable efforts to work with CLIENTs to produce the wedding later if necessary, subject to COMPANY's availability. A substitute representative may be present on COMPANY's behalf on the rescheduled date. The CLIENT may incur additional fees due to COMPANY or Wedding vendors due to a rescheduled event.

*Disclaimer: All sections, headers, terms, and verbiage listed in the above document are purely suggested and should be thoroughly reviewed with your attorney before implementation within any professional contract. Details Flowers Software is not liable for any error, misuse, or misunderstanding of the verbiage contained or shared in the document. This is for educational purposes only and to showcase how contract tokens may be used in standard clauses.*