

## FLORAL DESIGN CONTRACT

This Agreement is made between [CLIENT NAME] ("Client") with a principal place of business at [ADDRESS] and [FLORIST BUSINESS NAME] ("Florist"), with a principal place of business at [ADDRESS]. The Client and the Company are individually referred to as "Party" and may be collectively referred to as the "Parties."

This Agreement is for [EVENT] on [DATE].

In this contract, all references to "days" in this agreement with respect to the amount of time allocated for notices, performance or other periods shall mean calendar days, unless otherwise specified.

**WHEREAS**, Contractor represents, warrants, and covenants to Client that Contractor performs Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this agreement.

Now, **THEREFORE**, in consideration of the sums of payment for services paid and in consideration of the promises and conditions contained in this Agreement, Contractor and Client agree as follows:

### RECITATIONS

The above recitations accurately set forth the premise of this agreement and constitute a material part of this agreement.

### FLORAL FEES

During the initial consultation, Florist will provide an invoice on selected floral arrangements. The pricing on invoice items may change due to fluctuating prices in the wholesale flower market, or if changes to the initial order for the invoiced items are made after the initial invoice is delivered.

Revisions to the initial bid can be changed up to [##, EXAMPLE: THREE (3)] times before the contract needs to be signed and the deposit paid. Once the contract is signed and the non-refundable deposit is paid, Client may continue to make additional revisions. Revisions to the initial invoice can be made at any time after the contract is signed up until [##, EXAMPLE: FOURTEEN (14)] days before the event date.

Additions to the invoice can be made to the order after final balance is paid; these additional purchases will be invoiced at the time of order and must be paid before the event.

Once the contract is signed, Client is obligated to pay [##, EXAMPLE: EIGHTY (80)] percent of the amount that is originally agreed to in the written contract should the final amount fail to be less than the originally agreed upon amount.

### **NON-REFUNDABLE DEPOSITS**

A non-refundable deposit of [##, EXAMPLE: TWENTY (20)] percent is required to ensure the services of Florist. The deposit will be applied to the final invoice amount after all of the adjustments have been made to the invoice at the final consultation. A final consultation will be scheduled and is required [##, EXAMPLE: FORTY-FIVE (45)] days prior to the event.

### **CANCELLATION**

Cancellations made prior to [##, EXAMPLE: FORTY-FIVE (45)] days before the event will receive a refund of monies paid, less the non-refundable deposit and any custom built/ordered items. In order to be fully canceled, the client must sign our cancellation contract.

If custom items were built or ordered specifically Client, Client may not cancel these items after the items have been ordered. If such pieces apply, the Florist will let Client know when the pieces have been ordered.

### **SUBSTITUTIONS**

Florist reserves the right to make substitutions in the event the flowers received are not of the quality suitable for Client's event or become unavailable. In this event, the integrity of the proposed color scheme and aesthetic will be maintained, and flowers of equivalent will be used.

### **FLOWERS**

Please take note that flowers have natural and normal variations and imperfections. These imperfections are normal and add character and realness to the designs. Perfection cannot be expected as living things are not perfect. Please remember that flowers are perishable living organisms requiring gentle handling, water and care.

Flowers have natural pigments and when squeezed or wet may bleed. Client acknowledges that Florist is not liable for any stains that may come either from weather or human error. Client also acknowledges that Client will make Florist aware of any allergies to any flower or plant; Florist is not liable for any unknown allergies.

Flowers are bought in bunches, meaning they are not purchased by the stem. The more bunches purchased, the less the flowers cost per bunch/stem. Although adjustments made to the order are common and completely fine, keep in mind that cutting the order by more than [##, EXAMPLE: THREE HUNDRED DOLLARS (\$300)] will result in an increase in price per item.

## **MOCKUPS**

Please take note that mockups ordered out of season will not necessarily have the flowers that have been laid out in the proposal. This is because certain flowers only bloom during certain seasons. Overall aesthetic will be designed and presented, but Client acknowledges that flower, size, and color variations may differ from mockup to wedding date. Mockup flowers need to be ordered [##, EXAMPLE: FORTY-FIVE (45)] days in advance and are encouraged to take place in the same season as the event date.

## **WEATHER**

Weather conditions on the day of the event may affect the flowers. Client acknowledges that this is out of the Florist's control. Florist will not be held liable if the flowers or other items purchased or rented are damaged or cause damage in any situation due to weather.

Client also acknowledges that flowers that are out of a water source and in direct sun will have a shortened life span. Only the freshest flowers will be used, and consideration will go into selecting flowers that last longer in certain weather conditions. Once flowers have been delivered, Florist cannot control their quality.

Florist is not liable for any delay when traveling due to weather or a traffic accident.

## **DIRECTION**

Florist will take direction about where to set up, etc. from any individual authorized by the Client to give the Florist direction. Florist is bound by the policies of the venue regarding loading, unloading, and placement of candles. Florist will follow timelines set forth by Client that are agreed upon before the event date.

Client acknowledges that the Florist needs at least [##, EXAMPLE: THREE (3)] hours of setup time before the event starts. Depending on the event, more or less time may be needed. The Florist will make the most accurate time known [##, EXAMPLE: THIRTY (30)] days before the event. In the event that setup is not ready for Florist or if the Venue is not flexible with the allotted time, Client will be billed an additional \$[AMOUNT] for every hour that the team needs to stay to complete set up and/or hire more team members. The Florist is not liable if another vendor is not on time.

## **HUMAN ERROR**

In the event an arrangement is ruined due to human error, Florist is not at fault or liable. If the Florist has leftover flowers to create a new arrangement, one can be made, but Client will be charged for time at an hourly rate of \$[AMOUNT]. Billing is done on a case by case basis. Florist tries to use every stem ordered for Client's event, so leftover flowers are uncommon.

## **EXCLUSIVITY**

Florist will be the only florist providing flowers for this event unless otherwise agreed upon and specified in writing. Florist must be notified of any other flower arrangements from another vendor or third-party that are on display at the event or worn by persons, including arrangements from the venue or the catering company. This is to ensure cohesiveness of the decorations and to ensure that Florist is not credited for the work of others and vice versa. A **\$[AMOUNT]** fee will be issued for violation of this clause and will be invoiced after the wedding takes place.

### **FAILURE TO PERFORM SERVICES**

In the event Florist cannot or will not perform its obligations in any or all parts of this Agreement, it (or a reasonable party) will:

1. Immediately give notice to Client;
2. Attempt to find another competent professional to take Florist's place with the mutual agreement of Client;
3. If another competent professional is not available or Client do not agree to transfer of obligations to said alternate professional, Company will issue a refund or credit based on a reasonably accurate percentage of services rendered; and
4. Excuse Client of any further performance and/or any further performance and/or payment obligations of this agreement.

Florist will not be liable for unexpected health, family, or business changes.

### **RENTAL ITEMS**

Any and all rented items must be returned no later than the following Tuesday after the event. If a rental is not returned on time, the Client will be charged the full rented price of the item per day until the items are returned unless other arrangements have been made. If items are broken, damaged, lost, or stolen, you will be charged in full retail price of the item rented.

Flowers may be taken home separate from any vessels. For an additional **\$[AMOUNT]** Florist will arrange the flowers in small vases for guests to take home and enjoy. The service must be added onto the invoice no later **[##, EXAMPLE: FORTY-FIVE (45)]** days before the wedding date.

### **PHOTOGRAPHY**

Florist is allowed to photograph, or have someone else photograph, the floral work after the event set up is completed and before the event begins. Florist may ask Client's photographer for copies of the pictures from the event to post online and to social media. All vendors will be properly credited and the Florist expects to be properly credited in any photographs of floral arrangements.

If any photographs are submitted to any publication in print or online, Client agrees to see that Florist is credited for their contribution.

The Client's personal posts online or to social media should also have the appropriate credit.

## **COMMUNICATION**

Conversations between florist and client should be honest; Client should not hesitate to voice questions or concerns. Please keep Florist up to date with any changes to the event date.

Response to emails, voicemails, and text messages should occur within a [##, EXAMPLE: SEVENTY-TWO (72)] hour window by both parties.

## **SEVERABILITY**

In the event that any part of this Agreement is found to be invalid or unenforceable, the remainder of this Agreement is valid and enforceable. Any failure by one or both parties to enforce a provision of this Agreement will not constitute a waiver of any other portion or provision of this Agreement.

## **LIMIT OF LIABILITY**

In any event, Florist is only liable for the dollar amount charged to the client as listed. Florist takes the utmost care with respect to the floral arrangements. However, in the unlikely event that all the flowers are destroyed within or beyond Florist's control, Florist's liability is limited to the refund of all payments received. The limit of liability for partial loss will be prorated amount of the total amount, based on the percentage of loss or damaged.

## **RESOLVING DISPUTES**

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed upon mediator in [FLORIST COUNTY AND STATE]. Any costs and fees other than attorney fees associated with the mediation will be shared equally by the parties. If it proves impossible to arrive at a mutually satisfactory solution through mediation, the parties agree to submit the dispute to a mutually agreed upon arbitrator in [FLORIST COUNTY AND STATE]. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Costs of arbitration, including attorney fees, will be allocated by the arbitrator.

## **ENFORCEABILITY**

If any of the provisions of this Agreement are found to be unenforceable, the remainder will be enforced as fully as possible and the unenforceable provision(s) will be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

## **FORCE MAJEURE**

In the event either party is unable to perform its obligations under the terms of this Agreement because of acts of God, strikes, equipment or transmission failure or damage reasonably beyond its control, or other causes reasonably beyond its control, such party will not be liable for

damages to the other party for any damages resulting from such failure to perform or otherwise from such causes.

**APPLICABLE LAW**

This Agreement will be governed by [FLORIST STATE] law, without giving effect to conflict of laws principles.

**ENTIRE AGREEMENT**

This Agreement contains the entire understanding between Florist and Client. It supersedes all prior agreements between the parties. The only way to add or change this Agreement is to do so in writing, signed by all the parties. If the parties want to waive one provision of this Agreement, it does not mean that any other provision is waived.

THE UNDERSIGNED HAVE READ AND UNDERSTAND THE ABOVE CONTRACT AND AGREE TO THE TERMS AND CONDITIONS IN THEIR ENTIRETY.

**COMPANY:**

\_\_\_\_\_

\_\_\_\_\_  
Date

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CLIENT:**

\_\_\_\_\_

\_\_\_\_\_  
Date

Printed Name: \_\_\_\_\_