

Pod Shop Flowers Wedding and Event Flowers Contract

Thank you for choosing the Pod Shop Flowers to handle your floral needs. We are so excited to be a part of your special day, and we sincerely value the trust you've put in us! Please look over the following pieces of information and sign and date at the bottom.

- 1. Payment Structure:** Client shall pay "Pod Shop Flowers, Inc" (PSF) according to the approved estimate presented in the Client's flower proposal and agrees to make payments according to these agreed upon payment terms.

Initial Deposit: A 20% initial deposit (retainer fee) is required to reserve the event date. This initial deposit is **non-refundable** for any reason, and will be applied to Client's quoted total, as stated in their wedding/event proposal.

Final Payment: The Final Payment must be paid in full 3 weeks (21 days) prior to the event date.

Payments may be made by cash, check or credit card. There will be a \$35 fee for a check returned for insufficient funds.

Failure by the client to make timely payments in the manner stated above is sufficient cause for "Pod Shop Flowers, Inc" to cancel this agreement.

Add-ons: Additional purchases will be invoiced at the time of the order. If ordered after your final payment, they must be paid prior to delivery. Additions will be accepted up to two days prior to the wedding date. No guarantee is given that the same flowers will be available to additions made less than 3 weeks prior to the wedding. Color and style will be matched as closely as possible.

- 2. Changes to Wedding Proposal:** PSF is happy to make changes to a Client's wedding/event proposal up to 3 weeks prior to the event date. The quoted total will be adjusted accordingly and sent to the Client. The proposal will be considered final upon receiving the final payment 3 weeks before the wedding. If a Client wishes to make changes less than 3 weeks before the wedding, they can purchase additional add-ons as outlined in Section 1.
- 3. Cancellations:** Client understands that this is a custom order and understands if a payment is not made in full in the timeline outlined above, this contract is canceled, and retainer fee is forfeited. In the event of an unexpected change, PSF will cancel your event and provide a full refund (minus the non-refundable initial deposit) if you notify us at least 3 weeks prior to your planned event. Contract cancellation should be made in writing. Cancellations made less than 3 weeks before the wedding date may forfeit full payment if PSF has already ordered the flowers and the order cannot be canceled.
- 4. Rescheduling/Postponements:** If for unforeseen circumstances the Client needs to reschedule their Event PSF must be notified in writing more than 3 weeks prior to the original event date. All money paid up until that point shall be transferred to the new date and the parties shall revise this Contract accordingly to indicate the new Event date. If the Client notifies the PSF of a change of event date less than 3 weeks prior to the event, the client may forfeit full payment if PSF has already ordered the flowers and is unable to cancel the flower order.
- 5. Substitutions:** PSF reserves the right to make substitutions in the event the flowers received are not the quality suitable for Client's wedding/event. If this occurs, the integrity of the proposed color scheme will be maintained and flowers of equal or greater value will be used. Client will be notified

of any adjustments. Due to the nature of organic materials, PSF cannot be held responsible for variations in color or size of flowers.

6. **Rentals:** All rental items must be returned within three (3) days after the Special Event in their original condition. If any damage has occurred to the rented item(s) or if any rented item is not returned, Client agrees to cover the cost of a similar, comparable item, including any freight or shipping charges incurred by PSF.
7. **Our Promise to You:** "Pod Shop Flowers Inc." will provide all the services specified in the Client's wedding/event proposal, and work with the Client if any adjustments need to be made. We guarantee our presence at all the places and times specified.
8. **Limit of Liability:** Client and PSF have discussed the risks and rewards associated with these services as well as PSF's fees for services. Client agrees to indemnify and hold harmless PSF from any and all claims, injuries, damages, losses, expenses, liabilities or claim expenses (including mediation fees) arising out of this agreement for any cause and/or causes associated with the flowers or floral design services provided on the date of the Special Event. Such causes include, but are not limited to, PSF's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.
9. **Force Majeure:** Neither party shall be responsible to the other for any losses resulting from the failure to perform any terms or provisions of this Agreement, except for payments of monies owed, if the party's failure to perform is attributable to war, riot, or other disorder; fire; flood; other extreme weather conditions or any other act not within the control of the party whose performance is interfered with, and which, by reasonable diligence, such party is unable to prevent. Any such occurrence shall be referred to as a "Force Majeure".

"Pod Shop Flowers, Inc." reserves the right to cancel this contract if at any time we feel that the obligations cannot be met. In the event of a fire, natural disaster, tragedy or other emergency, liability is limited to a full refund of all monies paid. Retainer fee is non-refundable.

First Name: _____ **Last name:** _____

Address: _____

Phone: _____ **Email:** _____

Event Date: _____ **Venue:** _____

I, _____, understand and agree to the terms in this contract:
(printed name)

Client Signature: _____ **Date:** _____

PSF Signature: _____ **Date:** _____