

WEDDING FLORIST CONTRACT

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Majeure Clause
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Disclaminer:

****The below sample contract is meant to help guide you in creating your own business contract. PLEASE check with your local legal team to ensure this is tailored perfectly for your business and operations****

Contract for Services

This contract is for flowers and decor for the wedding of [CLIENT NAME] on [EVENT DATE] at [EVENT VENUE NAME].

Current contract total including taxes and fees: [EVENT TOTAL].

As the creative details fluctuate so will the contract total. The \$1000 non-refundable retainer is due to secure your date w/ the remaining balance of the 30% deposit due within 30 days of your retainer payment. Final contract details and final payment will be due 30 days prior to the wedding date.

CONSULTS:

The first consultation is free and lasts for one hour. An additional consultation with [FLORIST] is available for \$50 an hour, with a minimum of one hour. One off-site inspection is included at no charge. Additional off site inspections are available by appointment for \$50.00 per hour. If the client needs to come in and talk for any reason and is less than fifteen minutes long, then there is no charge. If items or communication is relayed via email, there are also no fees. If there are any consultation fees accumulated, they will need to be paid for before the flowers are delivered.

CANCELLATIONS:

Client understands this is a custom order. Contract cancellation must be made in writing or by email. Contract cancellations made before final payment due 30 days prior to the wedding date will receive a refund of monies paid, less non-refundable retainer. Cancellations made less than 30 days prior to the event date will receive NO refund.

SUBSTITUTIONS:

We reserve the right to make substitutions in the event the flowers received are not of the quality suitable for your wedding. In this case, the integrity of the proposed color scheme will be maintained and flowers of equivalent value will be used.

RENTALS:

Client must return vases and any other rental items, unless they provide them, or provide a time for [FLORIST] to pick up the items. A fee will incur for broken/unreturned vases or rental items at the cost of the rental items. When the wedding is over, all flowers not collected by the client will be collected by [FLORIST]. The client releases all ownership of flowers unless communicated in written form before the

wedding starts. [FLORIST] will repurpose the flowers in order to raise money and/or donate for non-profit charitable organizations.

REDUCTION CLAUSE:

Changes to the client's totals can be made up until the final invoice being due 30 days prior to the event as outlined in the EVENT GUIDE. Increases in the quantities will be due in conjunction with the final balance. Any reduction in the original design price is limited to a maximum of 10% of the total cost. For example, if the original contracted total was \$10,000, then a reduction of \$1000 or less would be allowed prior to the final balance.

EXCLUSIVITY:

It is understood that [FLORIST] will act as the sole and exclusive Florist for your Wedding. By signing this contract, the client agrees that no other person or company, professional or otherwise, shall provide fresh or artificial floral products for client's ceremony or wedding reception without the consent of [FLORIST].

FORCE MAJEURE:

Definition. "Force Majeure" means the occurrence of an event or circumstance ("Force Majeure Event") that prevents or impedes a party from performing one or more of its contractual obligations under the contract, if and to the extent that the party affected by the impediment ("the Affected Party") proves: a) that such impediment is beyond its reasonable control; and b) that it could not reasonably have been foreseen at the time of the conclusion of the contract; and c) that the effects of the impediment could not reasonably have been avoided or overcome by the Affected Party.

Non-performance by third parties. Where a contracting party fails to perform one or more of its contractual obligations because of default by a third party whom it has engaged to perform the whole or part of the contract, the contracting party may invoke Force Majeure only to the extent that the requirements under paragraph 1 of this Clause are established both for the contracting party and for the third party Presumed Force Majeure Events. In the absence of proof to the contrary, the following events affecting a party shall be presumed to fulfil conditions (a) and (b) under paragraph 1 of this Clause, and the Affected Party only needs to prove that condition (c) of paragraph 1 is satisfied:

The Presumed Force Majeure Events commonly qualify as Force Majeure.

It is therefore presumed that in the presence of one or more of these events the conditions of Force Majeure are fulfilled, and the Affected Party need not prove the conditions (a) and (b) of paragraph 1 of this Clause (i.e. that the event was out of its control and unforeseeable), leaving to the other party the burden of proving the contrary. The party invoking Force Majeure must in any case prove the existence of condition (c), i.e. that the effects of the impediment could not reasonably have been avoided or overcome. a) war (whether declared or not), hostilities, invasion, act of foreign enemies, extensive military mobilisation; b) civil war, riot, rebellion and revolution, military or usurped power, insurrection, act of terrorism, sabotage or piracy; c) currency and trade restriction, embargo, sanction; d) act of authority whether lawful or unlawful, compliance with any law or governmental order, expropriation, seizure of works, requisition, nationalisation; e) plague, epidemic, natural disaster or extreme natural event; f) explosion, fire, destruction of equipment, prolonged break-down of transport, telecommunication, information system or energy; g) general labour disturbance such as boycott, strike and lock-out, go-slow, occupation of factories and premises.

Notification. The Affected Party shall give notice of the event without delay to the other party.

Consequences of Force Majeure. A party successfully invoking this Clause is relieved from its duty to perform its obligations under the Contract and from any liability in damages or from any other contractual remedy for breach of contract, from the time at which the impediment causes inability to perform, provided that the notice thereof is given without delay. If notice thereof is not given without delay, the relief is effective from the time at which notice thereof reaches the other party. The other party may suspend the performance of its obligations, if applicable, from the date of the notice.

Temporary impediment. Where the effect of the impediment or event invoked is temporary, the consequences set out under paragraph 5 above shall apply only as long as the impediment invoked prevents performance by the Affected Party of its contractual obligations. The Affected Party must notify the other party as soon as the impediment ceases to impede performance of its contractual obligations. Duty to mitigate. The Affected Party is under an obligation to take all reasonable measures to limit the effect of the event invoked upon performance of the contract.

Contract termination. Where the duration of the impediment invoked has the effect of substantially depriving the contracting parties of what they were reasonably entitled to expect under the contract, either party has the right to terminate the contract by notification within a reasonable period to the other party. Unless otherwise agreed, the parties expressly agree that the contract may be terminated by either party if the duration of the impediment exceeds 120 days.

EVENT GUIDE:

In the event that client will not be available during flower delivery, client will be responsible for having a designated person meet with [FLORIST] at the location of drop off. This is to ensure that all items are delivered and accounted for. If there is any set up on the part of [FLORIST], it is the client's responsibility with the venue coordinator as to what is acceptable, for example, candles, vases, etc... The person delivering the flowers will NOT be held accountable for any damages that may occur if there is not a designated person to sign for and accept delivery. All flower arrangements will be made the week of the ceremony to ensure freshness and long lasting quality of the flowers. If flowers are being delivered, a time will be set up for the florist's entry into the venues on the day of the ceremony. This agreement contains the entire understanding between [FLORIST] and client. It supersedes all prior and simultaneous agreements between the parties. The only way to amend this agreement is to do so in writing, and providing the document is signed by all the relevant parties and received within one month of the event date unless otherwise specified. An invoice will be emailed prior to the final payment being due 30 days prior to the ceremony. This invoice will include any changes to the numbers at the time of the signing of this contract. A final venue walk through or a phone call to verify all quantities will be performed prior to sending the final invoice.