



Floral and Service Contract

This is a contract between Jonathan D Reiman owner/designer of Twig Floral Designs and _____ (The Client).

The Client accepts the invoice/proposal submitted by Twig Floral Designs and incorporated in this written Contract, and authorizes Twig Floral Designs to proceed as described herein. The Event Date is scheduled for: _____.

There are 5 pages to this contract plus Credit Card Authorization Form, Rental Replacement List, and Invoice/Proposal. Please read, initial at each section, sign and return the completely filled in contract to confirm services. Doing so confirms you have read and understand the terms of this contract.

Additions or Changes to Floral Order

_____ Initial Here

We must pre-book flowers for your event well in advance. Therefore final plans/numbers must be submitted by ten (10) weeks prior to your event. There is a four (4) week deadline, prior to your event for making minor deletions (1 or 2 pieces). We secure extra flowers (to be safe) so most additions can be handled. Any major additions should be submitted to Twig Floral Designs as soon as possible to enable us to secure additional product.

For any deletions or cancellations after the above ten week deadline the total dollar amount of the invoice/proposal shall remain unchanged. The flowers designated for those items will be used in other pieces of your choice. If you do not submit your choice to Twig Floral Designs by 1 week prior to your event, then we will use these flowers to enhance pieces remaining on your invoice/proposal.

All changes to your original invoice/proposal MUST be made in writing or by email. This includes additions, deletions, changes in colors, times, locations, etc. It is Client's responsibly to receive verification that these emails were received by Twig Floral Designs. In the event that any changes are made to your order, an updated invoice/proposal will be emailed to you prior to the final due date for payment in full. You may not receive an update for each change or adjustment.

Planning

_____ Initial Here

Planning covers a total of 2-9 hours (depending on size of event). This includes 1 initial one hour consultation either by telephone, in person, or through email either before or after the Client has paid the \$250 Retainer and if requested 1 twenty (20) minute consultation within 4 weeks prior to your event. Planning also includes a total number of emails equivalent to 1% of your flower budget. I.e. \$500 budget should only take about 5 emails.

Consultations will be used by Twig Floral Designs for gathering or updating information and making invoice/proposal changes. Consultations should be used by Client for giving and updating information. Additional consultations, excessive emails or repeated orders changes will be charged at a rate of \$100 per hour. Minor changes (add/delete 1-2 items, color update) are a normal part of the planning process.

On-site venue consultations are \$75 per hour including travel time. Any additional consulting fees will be paid before flowers are delivered. Twig Floral Designs reserves the right to waive any fee and add additional consultation time for larger events or as deemed to be needed by Twig Floral Designs.

Rental Items

_____ Initial Here

All rental items remain property of Twig Floral Designs. Items rented from Twig Floral Designs for your event are only to be used at the site to which they are delivered. They are not to be moved by you, your guests or party members or any venue personnel without prior consent of Twig Floral Designs. Twig Floral Design will make arrangements with the venue and/or client to determine the best Pick-Up Time. In the event that any rented items are damaged, lost, stolen, or not returned within five (5) days of the event, The Client will be responsible for the replacement cost(s) of the item(s), PLUS the per-day rental fee until the payment of the bill is settled. A completed, signed and dated Credit Card Authorization Form, with rental items listed, is required to be on file for any event requiring rentals.

Minimums

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Sunday events with delivery, set-up or pick-up must meet the minimum amount of \$1,500 for flowers and/or rentals, excluding taxes. Events less than \$1,500 may be picked up at Twig Floral Designs.

Holiday dates with delivery, set-up or pick-up must meet a minimum of \$2,000 for flowers and/or rentals, excluding taxes. Events less than \$2,000 may be picked up at Twig Floral Designs.

Holidays are defined as; within 3 days of the following; Valentine's day, Mother's Day, Memorial Day Weekend, 4th of July Weekend, Labor Day Weekend.

The minimum for Christmas and New Year's Eve/Day Weekend is \$4,000 for flowers and/or rentals, excluding taxes. Events less than \$4,000 may be picked up at Twig Floral Designs

Be aware, when setting your budget, that flowers will cost more in the weeks prior to and the week following the above holidays.

Providing Your Own Containers or Décor

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It is the Client's responsibility to provide Twig Floral Designs with an accurate list including photos and exact sizes of all items you will be providing for us to use or Set-Up. Twig Floral Designs will take normal care of your items but is not responsible for any damage or breakage happening during handling or use. We recommend you provide extras of each breakable item in case such breakage occurs. If you provide vases, containers, or other items they must be provided in clean and water tight condition with no stickers or labels on them. All packaging must be opened and packing materials removed. Any fabric/ribbon/etc. must be pressed and clean. Any candles should be unwrapped and ready to be used. **If we have to clean, remove labels or unpackage any items provided by Client, a fee in the amount the greater of \$100.00 or \$3 per item will be assessed and charged to your final bill/card on file.**

If we have to unwrap candles or other provided items at the Event venue, a minimal additional fee of \$50.00 per half-hour per on-site staff member (of Twig Floral Designs) will be charged.

Twig Floral Designs is only responsible for placing items specifically listed on the invoice/proposal with specific instructions on placement. The word "Place" with the description of the items & manner of placement will be used to designate these items. Items noted as "They/bride/tables will have..." are not the responsibility of Twig Floral Designs. Items need to be provided to us 3 days before your event unless otherwise discussed and noted on the invoice/proposal. Any items not needed for floral designs should be stored with your venue and their storage place communicated with Twig Floral Designs. If we are requested to provide additional on-site set-up of unlisted items **a minimal additional fee of \$50.00 per half-hour per on-site staff member (of Twig Floral Designs) will be charged.**

Substitution of Flowers

_____ **Initial Here**

All fresh products, seasonal and non-seasonal, are subject to availability and freshness. Availability and freshness are dependent upon a variety of factors including but not limited to; weather, transportation delays, farm conditions, disasters, etc. If specific varieties of flowers are listed in the invoice/proposal, Twig Floral Designs reserves the right to make substitutions to assure maximum quality for your event when such conditions affect availability. We will take the utmost care to maintain style, theme and color scheme while using flowers of equal or greater value. Accordingly we also reserve the right to artistic license in design. This allows us to adjust to the peculiarities of the flowers used, serving you to the highest of our ability.

Flowers are a natural product, may have variations in color, size, fragrance, etc. Therefore Twig Floral Designs in no way imply or contract to exactly match a given shade, tint or hue of any color. The flowers will be ordered as listed and Twig Floral Designs will employ our professional knowledge and education to assure the colors are as close as possible to your choices with the constraints of time and your budget. Twig Floral Designs may substitute an item due to last minute changes or additions to order. The Client acknowledges that they may not be notified if substitutions have to be made.

Delivery/Set-Up/Pick-Up

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It is the Clients responsibility to give correct times and information regarding the start of pictures, the accessibility of the ceremony/reception sites, and the delivery of the cake. Any corsages or boutonnieres will be left in an obvious area with names/positions tagged on each. It's the Client's responsibility to designate someone for pinning on these flowers. Our staff will do this if time allows. The normal delivery time for Twig Floral Designs to arrive at the ceremony venue is 2 hours prior to the scheduled start time. If an earlier time is needed it is the Client's responsibility to inform Twig Floral Designs. The Set-Up fee includes the placement of bouquets in a predetermined area and placement of all centerpieces, ceremony, aisle, reception and other flowers/décor/rentals ordered for and listed in the invoice/proposal unless otherwise specified.

Delivery/Set-Up/Pick-Up to additional locations, i.e., hotel, home, church, etc. not mentioned in the invoice/proposal will incur additional delivery fees. In the event of delays in completing the set-up or pick-up as planned, caused by such parties as but not limited to; caterer, baker, venue, DJ, band, bride, bridal party, a minimal additional fee of \$50.00 per half-hour per on-site staff member (of Twig Floral Designs) will be charged. This fee may be charged and billed if room/church/venue, cake-delivery/caterer/or bridal party is not available at the scheduled time and any delay is incurred. This fee may be charged and billed if Twig Floral Designs staff is asked to delay set-up to wait for possible weather changes. This fee may be charged and billed if Client extends the end time of the Event beyond that listed on the Invoice/proposal and delay is caused. A receipt will be mailed or emailed to you for this amount as the credit card on file will be charged as agreed by signing this contract.

Acceptance and Delivery

_____ **Initial Here**

In the event that the Client is not available during the scheduled delivery, the client will designate someone to accept/sign for the delivery and be sure all items requested are accounted for. Twig Floral Designs will not be held accountable if any florals/décor become missing or damaged due to failure to meet with the delivery person. The Client does hereby release from responsibility Twig Floral Designs in the event The Client or Designated Person cannot be located or chooses to not sign-off delivery.

Name/Cell number of Designated Person: _____

Extreme Conditions

_____ **Initial Here**

Twig Floral Designs will make every possible effort to deliver flowers and other items ordered/rented for your event in a timely manner. However, Twig Floral Designs shall not be liable for delay or the inability to deliver flowers due to severe weather, traffic accident, road closures, floods or other acts of nature or war.

Exclusivity of Services

_____ **Initial Here**

Unless otherwise noted in invoice/proposal, it is understood that Twig Floral Designs will act as the sole exclusive Florist/Floral Décor provider for your event. By signing this contract the client agrees that no other person or company, including but not limited to; caterer, planner, florist, friend, family or others shall provide fresh or artificial floral products/décor for the client's event without prior consent of Twig Floral Designs. This Clause protects the reputation and professional integrity of Twig Floral Designs and the visual continuity of all flowers being used for your event.

Substitution of Service Provider

_____ **Initial Here**

A member of the staff of Twig Floral Designs will be making your floral delivery, unless physically impossible or dangerous. In the event that Twig Floral Designs should be unable to provide the contracted services due to sudden severe illness, hospitalization, or sudden death in family, an experienced floral designer/shop replacement will provide the requested/contracted flowers, rentals and/or services contracted. The contracting with and payment of this replacement is the sole responsibility of Twig Floral Designs. Any additional costs incurred by this will be the sole responsibility of Twig Floral Designs and will be provided at no additional cost to the Client. Such hiring in no way affects any terms listed herein this contract.

Permission to Use Images

_____ **Initial Here**

Twig Floral Designs may use photos from your event. These photos are used in our portfolio, on our website, and in other mediums as examples of our work. By signing this contract, you expressly grant Twig Floral Designs permission to use photos from your event in various forms of advertising and/or promoting Twig Floral Designs and our services. Credit will be given to your photographer upon your provided information.

Credit Card on File

_____ **Initial Here**

Twig Floral Designs requires an open valid credit card account to be kept on file (with a Credit Card Authorization Form). Your credit card will only be charged for last minute additions or incurred expenses that are made to your invoice/proposal for your event, or if there are any unpaid balance for any florals/rentals/labor/delay in set-up (or other related expenses) that has not been paid by the day of your event. By signing this contract, you expressly grant Twig Floral Designs permission to bill your credit card for the above-described services, should there be a balance due.

Cancellation or Postponement of Wedding/Event

_____ **Initial Here**

In the event of a cancellation of this event prior to 10 weeks before the event, the \$250 Retainer shall be forfeited. Any out-of-pocket expenses (Flowers, ribbon, containers, linens, etc.) purchased, ordered, or rented for your wedding/event and charges for time invested by Twig Floral Designs will be billed to the Client or deducted from any extra monies paid. Cancellation less than 10 weeks prior to the event may result in 100% loss of monies. This will depend upon how much product we can cancel without penalties to us and how many other expenses have been incurred. Our goal is to work with you in the event of serious illness, death, or unexpected military deployment; however, we must cover expenses of products we have contracted for, and are required to purchase and time invested to the point you notify us.

In the event that your wedding is postponed for any reason, any retainer and/or payments are non-refundable. The fresh product and purchased hard goods shall become the property of the Client and must be picked up with 48 hours of notice of postponement or ownership reverts to Twig Floral Designs, unless other arrangements are made. Any remaining monies under this contract will be applied to a future event date, subject to Twig Floral Designs availability and approval. If the wedding/event is not rescheduled with Twig Floral Designs, any remaining monies under this contract shall be forfeit and become property of Twig Floral Designs.

Attorney's Fees

_____ **Initial Here**

In the event you breach and of the terms of this contract, whereby Twig Floral Designs employs attorneys to protect or enforce its rights hereunder and prevails, The Client agrees to pay Twig Floral Designs reasonable attorney's fees so incurred.

Retainer and Payments

_____ **Initial Here**

We accept cash, personal check, bank check, money order or certain credit cards for all payments. There is an additional 3% fee for use of credit cards.

A Retainer of 50% of the total price of the Invoice/proposal is due upon signing.

Payment in full is required 4 weeks prior to your event.

After a 4 week deadline, any overdue payment must be in cash, bank check, or money order. A fee of \$50.00 per day will accrue on past due balances.

No flowers are order-confirmed for your event or delivered to your event until balance is paid-in-full.

Client

Signature _____

Today's Date: _____

Date of Event: _____

Please return a signed copy of this contract with your retainer to confirm our services.

Thank you for your floral order!

Jonathan Reiman

Twig Floral Designs