

**FLORAL AGREEMENT**  
**Fluttering Bloom Designs, LLC**

This Agreement is between [Client Full Name] (“Client”) and Fluttering Bloom Designs, LLC (“Florist”) (collectively the “Parties”, or in the singular “Party”), for the purpose of Client hiring Florist for floral services. This Agreement shall become effective upon the date of both Parties’ signatures below.

**PARTIES**

**Florist**

Fluttering Bloom Designs, LLC  
shelly@flutteringblooms.com  
618-697-4960  
flutteringblooms.com

**Client**

[Client Full Name]  
[Email]  
[Phone]  
[Address]

**PAYMENT**

Total Amount of Floral Services: [insert amount]  
Retainer Amount Due at Signing: [insert amount]  
Final Payment Due By: [insert date]

**FLORAL PACKAGE**

**Client’s Floral Package Includes the Following:**

**Rental Items Included:**

**EVENT**

Event Date: [insert date]  
Event Location: [insert location]

# TERMS AND CONDITIONS

## **1. Fees & Retainer**

Client shall reserve the time and date of floral services by signing this Agreement and paying Florist a non-refundable reservation retainer equal to 33% of entire fee (“Retainer”). Client understands and agrees that no date or floral pieces are reserved until the Agreement is signed, and Retainer is received. The balance due for the floral services must be paid by 30 days prior to the Event. Any invoice not paid in full within 7 days of receipt will be charged a \$75.00 late fee and will accrue an additional 1% of the unpaid invoice amount every day thereafter. In the event Client fails to remit payment as specified, the Florist shall have the right to immediately terminate this Agreement with no further obligation and retain any monies already paid as liquidated damages.

All additional fees beyond the scope of the floral package selected by Client will be invoiced by Florist at a rate of \$75.00 per hour.

Florist reserves the right to adjust its pricing due to increased prices for the wholesale cost of goods or supplies [wholesale flowers, wholesale greenery, paint, vases, twine, ribbon, etc.]. Florist will give Notice (as defined in Section 32) to Client of any increase in pricing at least 5 business days before final invoice is sent to Client and the Parties will come to a mutual agreement regarding any floral selection changes before proceeding. Florist agrees to give Client an inventory list with cost increases, upon Client’s request. Client agrees to pay for all changes in pricing pursuant to this Section. Florist shall not raise its pricing for any other factor other than to account for the increased cost of goods or supplies.

The fees in this Agreement are based on Florist’s current pricing at the time of booking. Floral pricing may be adjusted periodically, and Client will be charged at the prices in effect at the time.

## **2. Cancellation by Client**

If for any reason Client cancels this Agreement more than 60 days before the Event, Florist will keep the non-refundable Retainer, but Client will not be responsible for any remainder due. Notification of cancellation must be made in writing by Client and sent via email, pursuant to the Notice provision. Confirmation of receipt of notification email by Florist must be obtained. If Client fails to supply Notice of cancellation as specified before the Event or cancels within 60 days of the Event, Client shall be required to pay the full balance due.

## **3. Rescheduling by Client**

If for any reason Client reschedules the Event more than [60] days before the Event, and Florist is able to rebook the original event date for the event full fee under this Agreement or any amount above that fee, Client will receive credit for all monies already paid. Notification of rescheduling must be made in writing by Client and sent via email, pursuant to the Notice provision. Confirmation of receipt of notification email by Florist must be obtained. Retainer

credit may be applied *only* to florals for an event within [one year (12 months)] of original date, provided Florist is available. If Client fails to supply written rescheduling notification [60 days] before the Event, Client shall be required to pay the full balance due.

#### **4. Exclusive Florist and Florals**

Unless agreed upon in advance, Fluttering Bloom Designs, LLC, shall be the exclusive Florist retained for the Event and reserves the right to terminate services if another professional Florist, or additional floral items not provided by the Florist, are present at the Event. Florist may bring assistants at its discretion. Client understands that all floral items including but not limited to, greenery, boutonnieres, bouquets, and corsages must be provided by the Florist exclusively and neither Client nor a third-party shall bring any of their own floral items without written permission of the Florist.

#### **5. Florist Style, Discretion & Warranty**

Client understands and agrees that they are booking Florist based on its floral style. Every reasonable effort will be made to arrange floral pieces to Client's liking, but no floral arrangement can be promised due to the unique nature of flowers. Florist will use its professional judgment and sole discretion to select which floral pieces to display. Client shall hold Florist harmless if some floral pieces ordered are not to the standard and quality of Florist and end up not being used at the Event.

Client further understands and agrees that floral pieces and arrangements are organic products that may discolor, decay, or otherwise change after delivery and/or set-up due to temperature, humidity, and other similar causes. Florist warrants that its florals are suitable for the Event at the time of delivery and/or set-up but does not guarantee the life of its floral pieces after delivery and/or set-up due to the unique nature of the live product. If the floral product shows clear signs of decay, Client shall Notify Florist regarding the condition with an attached picture of the floral pieces. Florist will then, in its sole discretion, determine whether additional care is necessary. Client shall relieve and hold Florist harmless for any issues related to the decay or changes to the floral live product after delivery and/or set-up in these instances.

#### **6. Changes to Original Floral Quote**

Delivery, set-up, "flipping," relocating, and rental retrieval fees are subject to Section 10 and quoted based on the information provided during the initial consultation. Client may incur additional fees due to changes to your design or logistical plan, restrictions made by venues or other vendors, multiple delivery locations (i.e. hotels, bridal suites, or bakeries), or unexpected/unplanned labor required on site. Florist will charge your credit card on file unless you have provided another method of payment for any additional fees.

Client may make alterations or additions to the Floral Package up to 60 days before the Event. Client must give Notice to Florist regarding any alterations or additions pursuant to the Notice provision. Confirmation of receipt of notification email by Florist must be obtained. All alterations or additions are subject to the limitations in Section 7. Client understands and agrees

that they cannot downgrade the package more than 10% below the original total price agreed to within this Agreement after booking, but may upgrade at any time with express, written consent of all Parties.

## **7. Floral Substitutions and Sizing**

To ensure a high level of quality and product, Florist reserves the right to make appropriate floral substitutions when necessary. The integrity of the proposed color scheme will always be maintained, and flowers of equivalent value will be used. Florist will notify Client as soon as practicable if certain flowers cannot be used in any arrangement, and Client agrees to inform Florist if there are flowers it deems as unacceptable alternatives within 5 days of notification. Due to the nature of organic materials, Florist will not be held responsible for variations in color or size of flowers.

## **8. Modifications and Changes to Floral Selection and Color Scheme**

After 60 days prior to Event, no major modifications such as changes in colors or overall theme can be made. Any additional changes after this time period will result in additional fees and will be billed to Client before proceeding.

## **9. Vases & Additional Items**

All vases, containers, liners, arches, lighting, etc. used for Client's Event by Florist belong to Florist unless stated otherwise in this Agreement. Client is responsible for returning all Rental Items to Florist within 7 days following the Event. In the event that rental items are missing or damaged, Florist will contact Client with the damage amount due and invoice as necessary.

**If Client provides its own vases or containers for Event, Client understands and agrees that it shall give these to Florist in its shop no less than [7 days] prior to Event. All containers should be delivered to the Florist's shop in the condition Client would like them used (clean, polished, free of tags and debris). Florist reserves the right to not use any vases or containers supplied by Clients that are not in proper condition or are not to the standards of Florist. If Client's event is out of the area from the Florist, Client is responsible to give Florist dimensions of containers used. Florist will do the best to make florals to these specifications and will not be held responsible for miscalculations.**

## **10. Delivery, Set-up & Tear-down**

A \$350.00 delivery, set-up, and tear-down fee will apply to all areas within 50 miles of 62952. Any delivery, set-up, and tear-down extending beyond 50 miles of the zip code 62952 shall incur a \$750.00 fee plus additional fees for transportation, lodging, and per diems for each staff member for each travel day to be determined by Florist and invoiced to Client.

If set-up is agreed upon, Florist will set-up florals between [insert time] and [insert time] on the day of Event. Client shall ensure Florist is able to unload at the closest point the Florist vehicle can access at the Event. Client is responsible for obtaining authorization to occupy the location

for the Event, including additional time for set-up prior to the Event (and tear-down after the Event, if applicable). If proper authorization is not obtained, Client is responsible for any costs incurred relating to trespassing violations.

If tear-down is agreed upon, Florist will tear-down the florals between [insert time] and [insert time] on the day of Event. If the Event goes past the time when tear-down is scheduled to occur an additional extended service fee of \$50.00 per half hour will occur. In no circumstances shall the Event go more than 3 hours past the agreed upon tear-down time. If such circumstances arise, Florist shall terminate its tear-down obligations and Client agrees to be fully responsible for all floral tear-down and cleanup, agrees to relieve and hold Florist harmless as a result of incomplete Event floral services, and shall be solely liable for any additional venue fees due to improper tear-down.

If delivery, set-up, or tear-down, is not necessary, Client is fully responsible for picking up all florals and arrangements prior to the Event at a mutually agreeable time determined by the Parties. Client is responsible for retrieving any remaining florals from the premises at the end of the Event and shall be solely liable for any additional venue fees due to improper tear-down.

Any travel requested by Client, including, but not limited to, walk-throughs or meetings with other vendors prior to the Event, shall incur mileage and any additional fee to be determined at the sole discretion of Florist depending on the length of time necessary and distance to the location.

Client may not use, or allow use of, any florals for any purpose other than for personal use by Client or Client's guests after the Event. If Florist is made aware of florals being used in an improper way by any third-party including, but not limited to, for another event, Client shall immediately remove or dispose of the florals and may be subject to an additional usage fee at the discretion of the Florist.

### **11. Posting on Social Media**

If Client or Client's family or friends post a photo of a floral arrangement on social media, they are encouraged to tag "Fluttering Bloom Designs". They can either link to Florist's Facebook/Instagram page or type in the website address: [flutteringblooms.com](http://flutteringblooms.com).

### **12. Inclement Weather**

If, in the opinion of the Florist, inclement weather or other adverse conditions prevent the creation of a successful floral arrangement or piece to the artistic standards of Florist, Florist may elect to use an alternate location or utilize the floral for indoor purposes at the event location. Florist will notify the Client at least 24 hours in advance and will base its decision off local weather forecasts. With a significant chance of rain/severe weather, Florist will inform Client of the implications of the florals' suitability in light rain or inclement weather and will move forward with Client's final decision to keep floral arrangements outside or move them indoors. Client shall relieve and hold Florist harmless from any damage to florals or issues related to floral arrangements in outdoor inclement weather conditions.

### **13. Use of Floral Images**

Florist may request all professional photos from the photographer hired by Client. Florist reserves the right to view and use any professional images of its florals for promotional purposes, unless otherwise expressly stated by Client in writing.

### **14. Model Release**

Client grants Florist a model release giving Fluttering Bloom Designs, LLC the irrevocable right to use the photos of the Client and/or Client's agents taken by Florist or Florist's assistants on a smartphone at the Event for marketing, advertising, trade, promotion, exhibition, or any other lawful purposes. This model release shall extend to any professional images Florist may obtain under Section 13.

### **15. Venue and Location Limitations**

Florist is limited by the rules and guidelines of the location(s) and site management. Client agrees to accept the technical results of the venue/location's imposition on Florist. Negotiation with the officials for moderation of guidelines is the Client's responsibility and Florist will offer technical recommendations only.

### **16. Client Responsibility to Secure Insurance**

Client understands and agrees that it is their sole responsibility to research and acquire any and all event insurance to protect themselves from unforeseen events, extreme weather, or extenuating circumstances beyond the Parties' control. Client agrees to relieve and hold Florist harmless for all such occurrences.

### **17. Communication**

Florist's office hours are flexible; therefore, Florist's primary source of communication is through its email [shelly@flutteringblooms.com](mailto:shelly@flutteringblooms.com), but texting to 618-697-4960 is also allowed. Florist will respond to Client's emails/texts no more than 3 days after Client emails/texts Florist. Client agrees to respond to communications from Florist within 3 days.

### **18. Safe Working Environment**

Client understands and agrees that Florist maintains a safe work environment at all times and complies with all health and safety laws, directives and rules and regulations. Client understands and agrees that during the Event they and their agents shall not carry weapons or firearms, be exposed to severe illness, or request the Florist to do anything illegal or unsafe. Further, Florist will not provide services in any location or area deemed to be unsafe in its sole discretion, including, but not limited to, areas affected by communicable diseases, quarantined areas, unhealthy air quality, or other similar occurrences. Under such occurrences, Florist reserves the right to reschedule, terminate service coverage immediately, and/or leave the Event. Client

agrees to relieve and hold Florist harmless as a result of incomplete Event floral services, or for a lapse in the quality of Florist's work, and Client shall be responsible for payment in full.

### **19. Harassment**

In the event Florist or any of its agents experience or are made aware of any inappropriate, threatening, hostile, or offensive behavior from Client at any time during the contractual period or from any person at the Event (including, but not limited to, unwelcome sexual advances, verbal or physical conduct of a sexual nature, or physical or verbal harassment related to race, sex, creed, color, marital status, sexual orientation, family status, and/or disability), Florist will terminate services immediately and/or leave the Event, and this Agreement shall be deemed terminated. Upon termination due to harassment, Florist shall be entitled to retain all monies paid and Client agrees to relieve and hold Florist harmless as a result of incomplete services.

### **20. Indemnification**

Client shall indemnify, release, discharge and hold harmless Florist, its heirs, legal representatives, assigns, employees, contractors, or any persons or corporations acting under permission or authority of the Florist from and against any and all losses, damages, liabilities, and expenses and costs, including reasonable legal expenses and attorneys' fees, to which Florist may become subject as a result of any claim, demand, action or other legal proceeding by any third-party to the extent such losses arise directly or indirectly out of activities performed by Florist pursuant to this Agreement, except to the extent such losses result from the gross negligence, willful misconduct, or intentional acts of Florist.

### **21. Maximum Damages**

The sole remedy for any actions or claims shall be limited to a refund, the maximum amount not to exceed the total monies paid by Client under this Agreement. Liability for a partial loss of services shall be prorated based on the percentage of total fee under this Agreement.

### **22. Limitation of Liability**

In no event shall Florist be liable under this Agreement to Client or any other third-party for consequential, indirect, incidental, special, exemplary, punitive, or enhanced damages, arising out of, relating to, or in connection with any breach of this Agreement, regardless of (a) whether such damages were foreseeable, (b) whether or not Client was advised of such damages, and (c) the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.

### **23. Force Majeure**

No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other Party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") control that are unforeseen and unpredictable at the time of

contracting, including, but not limited to, the following force majeure events (“Force Majeure Events”): (a) acts of God; (b) a natural disaster (fires, explosions, earthquakes, hurricane, flooding, storms, explosions, infestations), epidemic, or pandemic; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; and (i) shortage of adequate power or transportation facilities. The Impacted Party shall give Notice within 5-10 days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.

In the event that the Impacted Party's failure or delay remains uncured for a period of 15 days following Notice given by it, the other Party may thereafter terminate this Agreement upon written Notice. The Retainer made by Client up to the date of Notice of a Force Majeure Event is non-refundable. In the event this Agreement is terminated due to the impossibility of the Impacted Party to cure its performance obligations, all other payments shall be refunded to the Client.

#### **24. Cancellation of Services by Florist**

In the event Florist determines, in its sole discretion, that it cannot or will not perform its obligations under this Agreement due to circumstances including, but not limited to, injury, illness, death of family member, pregnancy, military orders, religious obligations, or other personal emergencies it will:

1. Immediately give Notice to Client.
2. Attempt to find another competent professional to take its place with the mutual agreement of Client.
3. If another competent professional is not available or Client does not agree to transfer of obligations to said alternate professional, Florist 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 payment obligations in this Agreement.

#### **25. Sales Tax**

Should any sale and/or use tax be imposed on any part of this Agreement, such tax shall be collected from Client and remitted by Florist. All sales tax will be included on invoices.

#### **26. Entire Agreement**

This is a binding Agreement that incorporates the entire understanding of the Parties, supersedes any other written or oral agreements between the Parties, and any modifications must be in



writing, signed by both Parties, and physically attached to the original Agreement.

### **27. Venue & Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois including all matters of construction, validity, performance, and enforcement and without giving effect to the principles of conflict of laws. The Parties agree that any dispute or lawsuit arising out of, or concerning, this Agreement that is not first resolved by arbitration shall be resolved exclusively in a federal or state court of competent jurisdiction located in Union County, Illinois. The Parties assume responsibility for their own collection costs and legal fees incurred should enforcement of this Agreement should it become necessary.

### **28. Arbitration**

Any and all disputes or disagreements arising between the Parties out of this Agreement upon which an amicable understanding cannot be reached, shall be decided by arbitration in accordance with the procedural rules of the American Arbitration Association. The Parties agree to be bound by the decision of the arbitrator(s). The arbitration proceeding shall take place in Union County, Illinois, unless another location is mutually agreed to by the Parties. The cost and expenses of the arbitrators shall be shared equally by the Parties. Each Party shall be responsible for its own costs and expenses in presenting the dispute for arbitration.

### **29. Severability & No Waiver**

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

### **30. Transfer**

This Agreement cannot be transferred or assigned to any third-party by either the Florist or Client without written consent of both Parties.

### **31. Headings**

Headings and titles are provided in this Agreement for convenience only and will not be construed as part of this Agreement.

**32. Notice**

Parties shall provide effective notice (“Notice”) to each other via email at the date and time which the Notice is sent: Florist’s Email: shelly@flutteringblooms.com Client’s Email: [enter email].

**33. Counterparts & Facsimile Signatures**

A copy of this Agreement may be executed by each individual/entity separately, and when each has executed a copy thereof, such copies, taken together, shall be deemed to be a full and complete agreement between the Parties. The Parties agree that a facsimile copy (electronic copy) of this Agreement, which contains the Parties’ signatures, may be used as the original.

**Signatures**

Each Party has read, understands, and agrees to the terms and conditions of this Agreement.

**Client**

Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_

**Fluttering Bloom Designs**

Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_