



Client Service Agreement

2023

Terms. On occasion, we may photograph our designs and we reserve the right to use any photographs for display or promotion. This release is binding with the Client, their legal representation, heirs, and assigns. We reserve the right to cancel this contract if at any time we feel that the obligations in said contract cannot be met

Cost, Fees and Payment

Cost. The total cost ("Total Cost") for all Services is due in full by .

Client shall pay the Total Cost to Autumn Bloom's as follows:

The first payment is a non-refundable retainer. At a minimum, Client agrees that the retainer fee fairly compensates Autumn Bloom's for committing to provide the Services, purchasing materials, and turning down other potential projects/clients.

Payment. Payments must be made by cash or credit/debit card. A **non-refundable** retainer of 50% of the final price is required to confirm your date and begin production of your design. In the event that you book our services less than 14 days prior to the wedding date, the entire balance will immediately be due to secure your date. This will be non-refundable. If shipping your order, an additional fee will be applied. An 18% service charge will be assessed on all remaining balances past 15 days due.

Artistic Release

Style. Client has spent a satisfactory amount of time reviewing Autumn Bloom's work and has a reasonable expectation that Autumn Bloom's will perform the Services in a similar manner and style unless otherwise specified in this Agreement.

Consistency. Autumn Bloom's will use reasonable efforts to ensure Client's desired Services are produced in a style and manner consistent with Autumn Bloom's current

portfolio and Autumn Bloom's will try to incorporate any reasonable suggestion made by Client. However, Client understands and agrees that:

Every client and wedding is different, with different tastes, budgets, and needs;

1. Wood Flower Design services are often a subjective art and Autumn Bloom's has a unique vision, with an ever-evolving style and technique;
2. Autumn Bloom's will use its artistic judgment when providing Services for Client, which may not include strict adherence to Client's suggestions;
3. Although Autumn Bloom's will use reasonable efforts to incorporate Client's suggestions and desires when providing Client with the Services, Autumn Bloom's shall have final say regarding the aesthetic judgment and artistic quality of the Services;

Limit of Liability

Maximum Damages. Client agrees that the maximum amount of damages he or she is entitled to in any claim relating to this Agreement or Services provided in this Agreement are not to exceed the Total Cost of Services provided by Autumn Bloom's.

Loss of Product. In the event that any or all product(s) are lost, such as damage to or loss of a component of the product necessary for final delivery, Autumn Bloom's shall refund Client a pro-rated portion of the Total Cost based on the amount of Services that were completed/provided against the amount of Services that were agreed to be completed/provided.

Indemnification. Client agrees to indemnify, defend and hold harmless Autumn Bloom's and its affiliates, employees, agents and independent contractors for any injury, property damage, liability, claim or other cause of action arising out of or related to Services and/or product(s) Autumn Bloom's provides to Client.

Cancellation

In the unfortunate event that either client individually or both clients jointly decide to cancel or call off the event for ANY reason, or should said clients have a change of heart regarding using the artistic service of Autumn Bloom's Forever Flowers the following terms will apply: Autumn Bloom's shall be entitled to retain the non-refundable retainer fee regardless when notice is given. If termination is within 30 day's of the event date, 50% of subsequent payments/final payments are/is also non-refundable. If notice is received 14 days prior to the event date, 100% of final balance is due. The termination terms represent a reasonable estimate of time and product lost by Autumn Bloom's. Client must provide written notification of cancellation. Your retainer is 100% transferable to another date.

Cancellation due to the loss of life of either client shall result in a full termination of contract and reimbursement of tendered payments

Impossibility

Failure to Perform Services. In the event Autumn Bloom's cannot or will not perform its obligations in any or all parts of this Agreement, it (or a responsible party) will:

1. Immediately give Notice to Client via the Notice provisions detailed in this Agreement; and
2. Issue a refund or credit based on a reasonably accurate percentage of Services rendered; and
3. Excuse Client of any further performance and/or payment obligations in this Agreement.

General Provisions

Governing Law. The laws of New York State govern all matters arising out of or relating to this Agreement, including torts.

Severability. If any portion of this Agreement is deemed to be illegal or unenforceable, the remaining provisions of this Agreement remain in full force.

Notice. Parties shall provide effective notice ("Notice") to each other via the following method of delivery at the date and time which the Notice is sent:

Email

1. Autumn Bloom's Forever Flowers at autumn84blooms@gmail.com
- 2.

Merger. This Agreement constitutes the final, exclusive agreement between the parties relating to the wedding and Services contained in this Agreement. All earlier and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.

Amendment. The parties may amend this Agreement only by the parties' written consent via proper Notice.

"I agree to the terms set out in this contract and agree that I am the person responsible for all payments and decisions regarding this order."

Signature _____ **Date** _____

Autumn Bloom's _____

Parties

Autumn Bloom's Forever Flowers
Michelle Bullock Ammerman
Autumn84blooms@gmail.com
495 Flint Road Binghamton, NY 13905
(607) 761-5789

And

Name:
Email:
Address:
Phone Number:

Client wishes to hire Autumn Bloom's Forever Flowers to provide services related to Client's wedding. Autumn Bloom's has agreed to provide such services according to the terms of this Agreement.