



CONTRACT AGREEMENT

- A. Date of agreement: _____
B. Name of lessee (the "Lessee"): _____
C. Address: _____ City/Town: _____ State: _____ Zip: _____
D. Telephone: _____ Fax: () NA Email: _____
E. Event date: _____
F. Location of contracted items during rental: _____
G. If different than paragraph "F", delivery location: _____
H. Dates of contracted items use: _____
Date of pickup/delivery of Contracted items: _____
Date of return of Contracted items before 4:00 p.m. CST
(Check one only)
- Lessees will pickup and return contracted items. Please see paragraph 5 below.
 - An Event To Remember will deliver and pick up contracted items to address** set forth in paragraph G above. Additional fees will apply. Please see Fee Schedule, paragraph 2 below and terms of Delivery, paragraph 4 below.

CONTRACT AGREEMENT

1. This Contract Agreement is made between the Lessee and An Event To Remember Subject to the terms and conditions of this Agreement, An Event To Remember agrees to provide Lessee Contracted items (linen) floral, and decorations.
2. **Fees.** Lessee agrees to pay to An Event To Remember for the rental of the Contracted items, floral, and decorations, the following:
- \$ _____ Basic total cost of Contracted items rental.
 - \$ _____ Delivery and pickup fee (if applicable). Please see paragraph 4.
 - \$ _____ Set up and tear-down fee (if applicable). Please see paragraph 6.
 - \$ _____ Special Services (if applicable) please see paragraph 11.
 - \$ _____ all prices quoted reflect a 4% discount if paid by cash, or check an additional 4% will be added to any payments made by credit card.
 - \$ _____ Tax
- Total Fees:** \$ _____

3. **Payment of Fees:** A deposit of fifty percent (50%) of the Total Fee is due upon execution of this Agreement. A deposit of \$1000.00 of the Total Fee is due upon execution of catering agreements. All payments made will be credited towards balance and are Non-Refundable. Second payment of half of the remaining balance of the Total is due three (3) months prior to event, final payment is due 14 days prior to the event. If final payment is made within the two week period all payments need to be in a secure payment, (ie: cash, cashiers check, or money order.) Any person's eligible to make changes give payment or leave required security deposit must be properly name on set-forth contract. **All payments made will be credited towards balance and are Non-Refundable.**

***4. **Delivery.** If initialed, Lessee agrees that An Event To Remember will deliver the contracted items to the address set forth in paragraph G above on the event date as set forth above. *Note all rentals are a one day rental *. Early set up will accrue an additional set up fee. No change in the delivery dates of times may be made more than 72 hours prior to scheduled delivery. Any such changes shall be subject to the availability of the contracted items. Should the contracted items be unavailable for pickup at the scheduled date and time for any reason, then Lessee shall be responsible for (a) additional fees equal to the loss of the use of the contracted items by An Event To Remember during

the unavailability, (b) a second pick up fee of \$50, and (c) in addition to the foregoing, a minimum charge of one (1) full days rental of the contracted item if the contracted items is returned before the end of the scheduled pick up day, and an additional charge per each day the contract is not available for pickup.

***5. _____ **Pickup and Return by Lessee.** If initialed, lessee agrees that Lessee will pick up the contracted items on the following date, which shall be no later than 72 hours prior to the scheduled date of use of the contracted items in paragraph H above immediately after the event ends. **No change in the pick up dates or times may be made more than 72 hours prior to scheduled pick up. Any such changes shall be subject to the availability of the contracted items.** Should the contracted items be returned after the scheduled date and time for any reason, then Lessee shall be responsible for (a) any additional fees equal to the loss of use of the contracted items by An Event To Remember during the unavailability, and (b) in addition to the foregoing, a minimum charge of one (1) full days rental of the contracted items even if the contracted items even if the contracted items is returned before the end of the scheduled return day, and an additional charge per each day the contracted items is not returned.

***6. _____ **Setup and Tear Down by An Event To Remember.** If initialed, Lessee agrees that An Event To Remember will setup and tear down the Contracted items at the site described in paragraph G. If the Contracted items are not available for tear down on the scheduled date and time An Event To Remember will have no responsibility for performing such tear down and an additional tear down fee will apply. No refunds shall be made to Lessee. If Lessee does not request that An Event To Remember tear down the Contracted items, but if Lessee has not torn down the Contracted items for pick up by the time and date scheduled for pickup, then An Event To Remember shall have the right (but not the obligation) to tear down the Contracted items and assess Lessee with an additional tear down fee for such tear down.

A _____ **An Event To Remember Requires no less than a four hour minimum allotted time to set up contracted items. An Event To Remember requires no less than a one hour minimum allotted time to tear down contracted items. If less time is allotted for set up and/or tear down an additional fee will apply.**

***7. _____ **Risk of Loss.** All risk of loss for the use and care of the Contracted items shall be with Lessee from the earlier of (a) time of pick up by Lessee or (b) time of delivery by An Event To Remember, and shall remain with Lessee until the later of (a) time of return by Lessee, or (b) time of pickup by An Event To Remember.

8. Condition of Contracted items. Lessee shall be fully and solely responsible for the condition of the Contracted items at all times from the date of delivery or pickup by or to Lessee through the date of return of the Contracted items to An Event To Remember. All Contracted items shall be returned to An Event To Remember in the same condition and repair as when leased, ordinary wear and tear only accepted. Lessee is responsible for all damage, repair, loss or cost to the Contracted items or any part of the Contracted items. If any Contracted items is returned damaged, or if there is a failure to return any part of the Contracted items, Lessee shall be billed for the cost of the repair to or replacement of the Contracted items, and Lessee agrees to pay for the same upon demand by An Event To Remember.

***9. _____ **Care of Contracted items.** Lessee agrees to take good care of the Contracted items at all times. All linens must be kept dry and clean as damp linen can mildew. Wax candles may damage linens and must be kept in containers to prevent dripping. Stains, wax, or mildew, on linens may require the replacement of the linens at Lessee's expense.

***10. _____ **Cancellation.** All custom order is non-terminable and Lessee agrees to pay the Total Fees even if Lessee chooses to cancel the order. Custom orders apply to all floral, catering, and special ordered items. If not a custom order, Lessee may cancel this agreement by giving notice to An Event To Remember no later than 60 days prior to the event. If cancelled within 60 days of the event the full contract amount is due. If cancelled more than 60 days prior to the event zero (0) of the remaining balance is due, and all deposits and payments made are **nonrefundable** and shall be kept as liquidated damages.

11. Special Services. In addition to the services provided in this Agreement, An Event To Remember has agreed to provided the following special services to Lessee,

The cost of any and all special services is set forth in Total Fees, provided in paragraph 2.

12. Indemnity and Hold Harmless. Lessee, its agents, invitees, licensees, and employees, hereby agree to hold harmless and indemnify An Event To Remember, its officers, managers, members, employees, agents, and contractors from and against any and all liability, damage, cause of action, action, suit, claim or cost (including but not limited to reasonable attorneys' fees) from the use or lease of the Contracted items or any part thereof. AN EVENT TO REMEMBER HEREBY MAKES NO WARRANTY OF THE CONTRACTED ITEMS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WHETHER OF FITNESS FOR A PARTICULAR PURPOSE, USE, MERCHANTABILITY, OR CONDITION OR REPAIR OF THE CONTRACTED ITEMS, OR THE EXISTENCE OF ANY PATENT OR LATENT DEFECTS. AN EVENT TO REMEMBER LIABILITY FOR NON WORKING OR DAMAGED CONTRACTED ITEMS SHALL BE LIMITED TO THE REPLACEMENT OF THE CONTRACTED ITEMS OR THE REFUND OF THE TOTAL FEES. IN NO EVENT SHALL THE WEDING CONNECTION AND/OR AN EVENT TO REMEMBER BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES.

*****13. Default.** Should Lessee default in any provision set forth in this Agreement, An Event To Remember shall have the right to do any one or more of the following: (a) terminate this agreement and retain the deposits and payments paid by Lessee as liquidated damages for such default, or (b) seek an action against Lessee for either specific performance or for damages resulting from such default.

14. Additional Terms.

***** A.** A \$300.00 security deposit is required for contracted items less than \$999.00 and a \$500.00 deposit is required for all contracted items more than \$999.00 to be paid by check. Proper identification must be given; front and back copy of contract holder's driver's license, current phone number and address. The client agree to provide An Event To Remember with a self addressed stamped envelope for the return of security deposit if client refuses to provide An Event To Remember with a self addressed stamped envelope An Event to Remember will then shred the security deposit check. If the cost of the damages exceeds the amount of the security deposit, the client will be billed for the full amount of the item (s) damaged. Damages include but are not limited to; mold, wax, burns, tearing, lost, or not returned. Security deposit will be due 30 days prior to the event. An Event To Remember has up to 30 days to refund security deposit. If security deposit is not paid along with a signed rental agreement contract will be voided.

B. There will be a \$50.00 late fee applied to the balance if not paid for in full by the due date.

C. Prices of rentals are subject to change at any time.

***** D.** An Event To Remember staff is not responsible for moving or setting up any tables and or chairs. An Event To Remember is only responsible for the set up and tear down of rentals provided by An Event To Remember. An Event To Remember is not responsible for clearing any debris on tables all tables must be clear of all items before An Event To Remember will pick up linens if An Event To Remember has to wait while you clear tables this will result in loss of security deposit.

Floral Terms:

1. All floral and decor must have a 50% deposit that will be credited toward the balance of the contract and is non-refundable. All additional payment made toward the balance are non-refundable.
2. Balance is due in full two (2) weeks before the event. Flowers will not be ordered until final payment is received. If final payment is made within the two week period all payments need to be in a secure payment, (i.e.: cash, cashier's check, or money order.)
3. The agreement of An Event To Remember is to perform all its duties subject to proven detention is accident, riots, weather, acts of God, or any legitimate conditions beyond our control.
4. If in the instance the event is cancelled prior to sixty (60) days of the event, zero (0) of the balance is due. If cancelled within sixty (60) days of the event, the full contract amount is due.
5. A fifty dollar (\$50) late fee will be applied to the balance if the balance is not paid in full by the contracted due date.
6. All prices reflect a 4% discount if paid by cash or check.
7. Due to the fluctuation in market prices An Event To Remember reserves the right to charge the client additional floral price increases. The additional charges/fees will be added to the original contracted amount.

8. In the event of any accident, riots, weather, acts of God, or any legitimate conditions beyond our control that a specific flower or flowers purchased through this contract becomes unavailable during the term of the contract An Event To Remember reserves the right to use an alternate substitution.

A. Governing Law. This Agreement and the terms, provisions and obligations contained herein shall be governed by and construed under the laws of the State of Texas.

B. Attorneys' Fees. Should An Event To Remember be required to retain an attorney to enforce its rights under this Agreement, Lessee agrees to pay An Event To Remember reasonable attorneys' fees and costs of collection.

C. Severability. Should any clause or provision in this Agreement be deemed invalid or unenforceable, such clause or provision shall be deemed to be stricken from this Agreement, and this Agreement shall be read as if such clause or provision had not been included herein.

D. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed and original.

E. No Assign ability. Lessee shall not have the right to assign or transfer any of Lessee's rights or obligations under this Agreement.

By signing this document, I agree I have read and understand all of the terms and I certify all of the above information is correct.

LESSEE

AN EVENT TO REMEMBER