

April's Floral Expressions

11131 Gold Pan Road

Charlotte, NC 28215

(704) 572-8398

aprilsfloral@yahoo.com

DATE October 27, 2020

Price Quote

TO Aisis Herring

aisisherring@gmail.com

919-586-4431

We can only hold the prices in this quotation for 14 days from the date on the proposal. To ensure the lowest prices, place your order now. A \$200.00 (non-refundable) deposit is required to book your wedding date of September 24, 2021 at Jetton Park . Please Note: We book on a first come basis - Dates are not guaranteed. If customer pays retainer without a sign floral agreement - you are agreeing to the terms of the floral agreement. We have a no refund policy.

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
April Barnette	Fresh Wedding Flowers		

QUANTITY	Description	UNIT PRICE	LINE TOTAL
1	Bridal Bouquet - Blush pink mondail roses, Ivory roses, dark purple calla lilies, burgundy flowers, silver dollar eucalyptus - Ribbon TBD	\$ 185.00	\$ 185.00
2	Bridesmaids - White Tibet Roses - Ribbon TBD	\$ 50.00	\$ 100.00
1	Pergola -All greenery across the top front with pops of flowers	\$ 365.00	\$ 365.00
		\$ -	\$ -
			\$ -
			\$ -
			\$ -
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			\$ -
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			\$ -
			\$ -
			\$ -
0	Free Toss bouquet		\$ -
1	Delivery / Set-Up Fee	\$ 300.00	\$ 300.00
			\$ -
			\$ 950.00
Deposit			
SALES TAX			47.13
TOTAL DUE			\$ 997.13

Florist's Service Agreement

April's Floral Expressions

(or here after known as AFE)

(Contractor)

and

Brides Name (Client):	Aisis Herring
Brides Phone #	919-596-4431
Brides Address:	8926 Codman Drive Apt 202
Brides Email:	aisisherring@gmail.com
Brides Name (Client)	Cierra Mance
Brides Phone #	706-589-6507
Brides Address:	Same as above
Brides Email:	cierra.mance@gmail.com
Financial Obligor (Client):	Aisis and Cierra

This Contract supersedes any previous agreement whether verbal or written.

THE PARTIES AGREE AS FOLLOWS:

Wedding Date:	09/24/2021
Time of Wedding:	Arrival 9:30AM Ceremony starts at 5:00PM
Name of Ceremony Venue:	Lake Pointe Hall - Colonel Francis Beatty Park
Address of Ceremony Venue:	4330 Weddington Rd, Matthews, NC 28105
Contact Name & Phone Number:	Trevonne Cuffee 757-201-5237 Park Admin 980-314-1003
Reception Time Begins:	6:00pm

Reception Time Ends: 8:30pm
Name of Reception Venue: Lake Pointe Hall
Address of Ceremony Venue: 4330 Weddington Rd, Matthews, NC 28105

Expected Guest Count: 48
Name of Event Planner: Trevonne Cuffee
Email for Event Planner: mtceventsllc@gmail.com
Phone # for Event Planner: 757-201-5237
Name of Photographer: Bobby Hemphill
Wedding Colors: mauve, blush, grey, champagne, magenta
Color of Bride's Gown: champagne, blush, nude, and ivory
Bridesmaids Gown Color(s): magenta
Maid/ Matron: Gown Color(s): magenta
Groom Tux/Vest Color: Bride
Groomsmen Tux/Vest Color: Bridesmen grey
Other:

PAYMENTS & FEES

Client shall pay contractor for the services/ goods in the sum of \$1050.75 as scheduled:

	PAYMENT SCHEDULE	PAYMENT AMOUNT
RETAINER		\$250.00
1 ST Installment	June 3, 2021	\$400.37
PAID IN FULL	September 3, 2021	\$400.38

Please initial beside each line item as in indication that you have read and accept the terms

AH CM

By signing this contract and placing your retainer fee for our product and services, you are confirming that you have read and understand and agree to the company policies of April's Floral Expressions. If retainer is received before contract is signed, client is confirming and agreeing to the terms of this contract.

AH CM

Client understands that April's Floral Expressions has a no refund policy and ALL SALES ARE FINAL.

AH CM

Retainer fee are non-refundable and non-transferable to another date, location or individual. Once your retainer is received your date will be locked in. All orders under \$200 must be paid in full (no exceptions) Final payment must be made in full 3 weeks prior to your event or as noted on your payment schedule.

*****PLEASE NOTE: DUE TO THE CURRENT COVID-19 PANDEMIC YOU WILL BE ALLOWED TO CHANGE YOUR WEDDING DATE ONCE WITHOUT A FEE. THEREAFTER, THERE WILL BE A FEE OF \$200 FOR EACH ADDITIONAL DATE CHANGE. CLIENT AGREES TO CHECK WITH APRIL'S FLORAL EXPRESSIONS BEFORE SECURING ANOTHER DATE FOR AVAILABILITY. ALL MONIES PAID WILL BE FORWARDED TO NEW DATE SELECTED.**

AH CM

Aprils Floral Expressions has the right to terminate this contract, in writing, if Aprils Floral Expressions deems client, as insatiable or difficult or if circumstances prevent Aprils Floral Expressions from providing goods or services for your event. If April's Floral Expressions cancels the contract, all monies will be returned less the retainer fee, consulting fees, administration fee of \$25.00 per hour. (this includes emails, phone call, text, etc.) and in and out pocket expenses incurred and are solely at the discretion of April's Floral Expressions.

AH CM

All terminations of events by clients must be in writing. In the event, the event is cancelled all monies paid are non-refundable.

AH CM

Payments can be made by:

- Cash, Checks, Credit Card or by
- PayPal to aprilfloral@yahoo.com
- Cash App - \$Aprilsfloral

- **Payments more than five (5) days past the agreed upon due date will incur a \$35.00 late fee or contract is subject to termination (See Breach clause below for non-payment)**

- **Check must be made out to April's Floral Expressions**
(A \$50.00 charge will be assessed on all returned checks)

- **Mailing address for Checks:**
11131 Gold Pan Road / Charlotte, NC 28115

AH CM

BREACH: If payment is not received with five (5) calendar days of the due date. April's Floral Expressions will cease work without breach, penalty, payment or resolution of dispute. If payment is made and it is deemed fraudulent Client is responsible for all fraudulent payments fees and is liable for any legal fees in connections with the fraudulence.

NOTE: Not receiving a payment reminder does not exempt you from paying your installment or invoice. Your payment schedule is outlined on your contract exhibit

AH CM

Invoices will only be provided if there is a change to the initial order. If you request an invoice after every payment there will be an administrative fee added to the final invoice of \$5.00 per request.

AH CM

Invoices will only be provided if there is a change to the initial order. April's Floral will acknowledge that payment(s) have been received.

AH CM

Client understands that the initial consultation will be free of charge. There will be an additional fee of \$50 for each additional consultations or any other meeting with client and or vendor (this includes on-site visits and walk through). This fee will be added to the final payment amount.

AH CM

If Client chooses not to hire a certified wedding / event planner and the Client does not provide access time and departing times from facility and/or destination a fee of \$25.00 will be added to the final bill. April's Floral Expressions is not responsible for incorrect times and /or locations given to us by the client

AH CM

April's Floral Expressions has the right to refuse to work with your wedding planner, consultant or wedding coordinator if April's Floral Expressions deems your planner to be difficult or interferes with the services/goods being provided by April's Floral Expressions. April's Floral Expressions will work solely with the client and the client is responsible for providing correspondence to the wedding planner, consultant or wedding coordinator. If client does not agree with these terms April's Floral Expression can cancel contract and no monies will be refunded.

TERMS AND GENERAL PROVISIONS:

AH CM

April's Floral Expressions accepts phone calls from 10:00am until 6:00pm Monday – Friday. All calls made or emails received after this time will be returned within 24 to 48 hours. We are typically closed on the weekend as that is when most wedding / events take place.

Alt CM

Client agrees to respond to all correspondence from April's Floral Expressions within 72 hours after it has been received. If response is not received contract is subject to termination. Please note, that April's Floral will respond to you in a timely manner. We have several clients so we will respond within 24-48 hours. **All changes and special request should be sent via email to aprilsfloral@yahoo.com**

Alt CM

If April's Floral Expressions is unable to provide services under this Agreement for reasons outside of its control; including but not limited to termination of the event by client, for any reason including bad weather condition, government intervention, accidents, riots, strikers, epidemics, acts of God, or any other legitimate condition beyond April's Floral Expressions control. Client will not be entitled to any refund monies paid under this Agreement. April's Floral Expressions is not responsible for locating a replacement florist if contract is terminated.

Force Majeure

Alt CM

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 (April's Floral Expression and aforementioned client) control, including, but not limited to, the following force majeure events (Weddings, Birthday Party, Corporate 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 30 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 14 days following Notice given by it, the other party may thereafter terminate this Agreement upon Notice.

Failure to Perform Services

In the event April's Floral Expressions 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. Excuse Client(s) of any further performance and/or payment obligations in this Agreement.

Appropriate Conduct/ Safe Working Environment

Health & Safety

Alt CM

Client(s) further understand that April's Floral Expressions complies with all health and safety laws, directives, and rules and regulations. Client(s) expressly agree(s) that during the event/wedding/party Client(s) and

Client(s)' agents/event planner or producer shall not carry weapons or firearms, be exposed to severe illness, or request the April's Floral Expressions to do anything illegal or unsafe. Further, April's Floral Expressions 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, or other similar occurrences. Under any of these circumstances, April's Floral Expressions reserves the right to end service coverage immediately and/or leave the event/wedding/party. April's Floral Expressions shall be entitled to retain all monies paid and Client(s) agree to relieve and hold April's Floral Expressions harmless as a result of incomplete event coverage, or for a lapse in the quality of the April's Floral Expressions work.

AH CM

LIMITATIONS ON DAMAGES: In any action or legal proceeding of any kind brought on by client against April's Floral Expressions for any alleged negligence or any other form of misconduct on the part of April's Floral Expressions, its employees or agents in connection with a claim for any failure to provide floral goods or services in a matter unsatisfactory to Client under this agreement, in no case shall April's Floral Expressions liability exceed the amount paid by the client under this agreement.

AH CM

In the event, the client is not available during delivery and set-up - the client will be responsible for having a designated person to meet an April's Floral Representative at the destination. In the event that a designated person is not available to sign for or accept delivery, April's Floral Expressions will not be liable for any damages to flowers or vases or any rental items.

AH CM

April's Floral Expressions is not responsible for lighting of candles for ceremony / reception or pinning on Corsages and Boutonnieres

RENTALS / DELIVERY & SETUP:

AH CM

If Rental items are stolen, damaged and/or broken, Client agrees to replace items at the following rate(s) per item:

- Glass Vases: Prices Vary and cost is at the sole discretion of AFE (If Applicable)
- Tea Light Candle Holders: \$2.00 each (If Applicable)
- Floral Arrangements (If Applicable) _____ each
- Tall Crystal Stands \$275.00 each / Short Crystal Stand \$100.00 each
- Cylinder vases: Prices vary cost is based upon size and at the sole discretion of AFE.

AH CM

April's Floral Expressions does not rent out or allow client to set up Vases, Mirrors, Tea Light Holder or Floral Arrangements. The items must be set up by an April's Floral Expressions representative. Reception rental items are limited to a 5 hour max rental time. Maximum Rental time for Ceremony rental item is 2 hours.

AH CM

AFE is only responsible for setting up items purchased and/or rented from April's Floral Expressions. Request to set up items not purchased and/or rented from AFE will be denied.

AH CM

Rental items are to remain at the intended location. Rental items can not be transferred to any other ceremony location or reception location unless agreed upon by Client and April's Floral Expressions.

AH CM

April's Floral will arrive for pickup of rental items at an agreed upon time with the client at the end of the event and/or wedding (if applicable)

Att Cm

Set-up and delivery fee based upon location of event. Event are priced for a 50 mile radius in the Charlotte Metro area from zip code 28215. Excess mileage is priced at .55 per additional mile over 50 miles one way. Any event more than 2 hours away requires 1 hotel room for the wedding night (if the events ends after 8:00) paid by the client. The hotel must be a minimum of 4 stars.

Att Cm

Client agrees to pay an additional \$150 for room flips.

Cake Flowers

Att Cm

Client agrees that April's Floral Expressions will not provide cake flowers if flowers were not paid for prior to the wedding date or event.

Att Cm

Client understands that cake baker is responsible for placing flowers of cake.

Bouquets and Centerpieces

Att Cm

Client agrees to provide a (3) three week notice if bouquet is need for Bridal Portrait). Bridal Bouquet for Bridal Portrait delivery fee is \$25.00 and must be paid prior to delivery.

Att Cm

If you are requesting FRESH FLOWER BOUQUET for your bridal portrait please note that you will have to pay full price for the bouquet along with the additional cost for your fresh bouquet for your wedding day.

Att Cm

Sample Bouquets for Silk Flowers will be provided within 30 days of event and your balance must be paid in full.

Att Cm

Client understands that flower color(s) may not be an exact match or same to the colors you have selected for your wedding. Aprils Floral will make every attempt to get as close as possible but cannot make any guarantees. Client acknowledges that if you are requesting silk flowers they may not look like fresh flowers and may not be the same flowers as the pictures you provided to AFE.

Att Cm

Client agrees that if wedding or event is outside AFE is not responsible for damage to flowers silk or fresh as a result of wind, rain or any other acts of God for outside wedding or event.

Att Cm

Prices are subject to change based on quantity, size, color or any other revisions to original arrangements. We will make every effort possible to prevent substitutions. We reserve the right to make substitutions with flowers of equal value.

Att Cm

Client agrees that no other silk flowers will be provided by another silk florist, family member or friends. If other silk flowers are present on the day of the event you will be asked to remove them unless previously agreed upon by client and Aprils Floral Expressions.

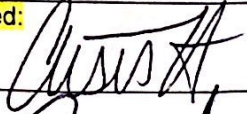
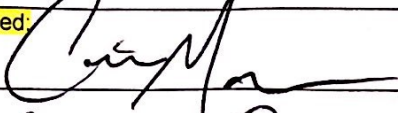
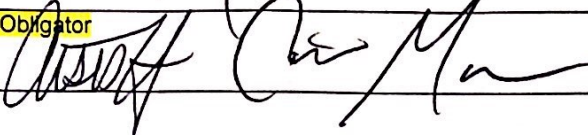
Att Cm

If client does not taken flowers (with the exception of rental flowers and other rental items) off site at the end of the event by client, event planner/coordinator or someone designated by client Aprils Floral Expressions will dispose of flower without any repercussion for client.

Att Cm

Client agrees April's Floral Expressions permission to photograph the event for advertisement and exhibition purposes. This includes but not limited to the venue set-up, décor, Client and wedding party. These pictures are for advertisement and exhibition purposes and not for resale. These pictures will be taken by April's Floral Expressions, employee, agents or acquired from the client's photographer.

I / We have read and understand the terms of this contract:

BRIDE Signed: 	Date: 11/25/2020
BRIDE Signed: 	Date: 11/25/2020
Financial Obligor: 	Date: 11/25/2020