

# TERMS & CONDITIONS

Ideas Event Styling appreciates the opportunity to serve you. Please carefully read the following Terms & Conditions which outline our service agreement. Please provide your acceptance initials and signature where indicated and return this agreement along with your signed reservation form.

## ORDER CONFIRMATION

For all order confirmations, Ideas Event Styling must receive the client's initialed and signed Reservation Contracts Terms & Conditions, *a minimum seventy five-percent (75%) deposit in order to reserve inventory and a minimum seventy five-percent (75%) deposit before any fabrication/customization work can begin.*

## DEPOSITS & PAYMENTS

All orders are confirmed under PREPAYMENT TERMS and *must be paid in full a minimum of five (5) business days prior to the will call/delivery/installation date noted on your reservation contract.* For requests made *within less than five (5) days prior to the event payment must be received in full with signing of contract.*

1. Ideas Event Styling **reserves the right to cancel any contracted services if agreed deposits are NOT RECEIVED by the agreed dates.** If the estimated event total increases substantially, additional deposits may be required.
2. Balance for added décor and services performed after deposits and advance payments are received will be invoiced upon completion of event. Client agrees to remit payment *within five (5) days from date of the final invoice. Pre-established payment terms will be honored.*
3. Method of Payment: Payment is accepted in U.S. Dollars by check drawn on a U.S. bank and paid to i.de.as event styling. We also accept Visa, Master Card & American Express. *All contract prices are inclusive of a 4% discount for payments made with cash/check and may not be offered if other forms of payment are used.*
4. Late Payment Service Charge: Client shall pay *finance charges at the rate of 1.5% (18% APR) on all remaining balances, beginning fifteen (15) days after final due date printed on the invoice.*
5. In the event it becomes necessary for either party to initiate legal action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, in addition to such other relief as awarded by law and equity.

## CANCELLATION

Applies to both individual items and contract in their entirety.

- A. Orders cancelled less than **15 business days prior to installation date/time will be subject to a 50% cancellation fee.**
- B. Orders cancelled less than **10 business days prior to installation date/time will be subject to a 75% cancellation fee.**

ACKNOWLEDGED INITIALS \_\_\_\_\_

C. Orders cancelled less than **72 hours prior to installation time will be subject to a 100% cancellation/restocking fee.**

D. A **no-refund policy** applies to all prepayment and final payment amounts for **"specialty", "customized" or "fabrication" orders.**

### **SPECIALTY, CUSTOMIZED & FABRICATION ORDERS**

Confirmation of orders designated as "specialty" or "customized" or "fabrication" require a 50% prepayment no later than thirty (30) days prior to the will call/delivery/installation date. A production quantity commitment is required at that time, and post-commitment requests for increased quantities will be accommodated subject to availability. All orders designated as "specialty" or "customized" or "fabrication" must be paid in full fourteen (14) days prior to the will call/delivery/installation date. A no-refund policy applies to all prepayment and final payment amounts for "specialty", "customized" or "fabrication" orders. **Please note that "fabrication" orders will not commence production until a signed agreement and deposit has been received.**

Orders requiring specialty customization such as painting, graphic printing and/or floral design of any kind must be confirmed in quantity and final design choice no later than ten (10) business days prior to the will call/delivery/installation date. Requests, additions or changes to these type of production orders within ten (10) business days of will call/delivery/installation will be considered "rush" orders and subject to a 25% additional labor fee per item and is subject to accommodation. Same day orders will be accommodated on an availability basis at a 100% additional labor fee per item.

### **FLORAL DESIGN ORDERS**

Client accepts that fresh flowers are a perishable, seasonal and natural product subject to availability, color variation and market pricing. i.de.as event styling will make every possible effort to avoid substitution of product, however, we do reserve the right to substitute fresh cut flowers with an acceptable alternative if a product becomes unavailable or does not meet the appropriate quality standards. Unless the client has ordered a specific floral "sample" for review and acceptance in advance of the event, Ideas Event Styling will create an appropriate version of the floral arrangement described (or shown via an "inspiration" photo) in your initial creative design proposal. Client accepts that fresh cut flowers have a limited lifespan.

i.de.as event styling will arrange fresh cut flowers to be at their "peak" during the event time specified on your contract. Additional "refreshing" of floral arrangements may be requested in advance and will be subject to additional labor and product fees. Client changes to floral orders (with respect to fresh cut flowers) must be made no less than three (3) business days in advance of the contracted event delivery/installation date.

### **CLIENT RESPONSIBILITY**

It is the responsibility of the client to carefully review the Reservation Contract for accuracy of information including (but not limited to) the event date, event timing, delivery location and quantity of items requested. Client must advise i.de.as event styling of any necessary adjustments or missing information in advance of the scheduled will call/installation/delivery time.

**ACKNOWLEDGED INITIALS** \_\_\_\_\_

Requests, additions or changes to a confirmed Reservation Contract made within three (3) business days of will call/delivery/installation will be considered a "rush/change" order and will be subject to additional labor fees and are subject to accommodation.

**Changes or additions during on-site event installation** will require the signature of the client and/or authorized client's representative making the request. Rental charges and appropriate additional labor/trucking fees will be added to the final post-event billing contract.

It is the responsibility of the client to insure that all contracted items meet the accessibility parameters of the delivery location/venue. If upon delivery, a product does not fit into the event space/venue (including doorways, elevators or stairwells), contracted rental charges will still apply even if the items are sent back to our warehouse for restocking.

The client is responsible (a) for confirming the quantities and condition of all rental items upon delivery or will call, and (b) for verifying the number of items returned to Ideas Event Styling following the event. It is Ideas event styling practice to require that the client or Client's Agent sign delivery contract upon receipt of all orders to confirm delivery.

## **F E E S**

Client agrees to pay any and all applicable license fees and/or permit fees associated with rental and event orders.

## **D E L I V E R Y , I N S T A L L A T I O N & R E M O V A L L A B O R**

Ideas Event Styling estimates and schedules delivery, installation and removal labor costs in accordance with the timing outlined in your Reservation Contract. Actual labor cost (estimates and actuals) are subject to change based on excessive delays or changes (by client or delivery venue) to the contracted timing, changes in staffing, changes in event attendance or the existence of labor contracts governing labor conditions and wages.

Ideas Event Styling will make every possible effort to meet the event delivery and removal times within a **thirty (30) minute grace period window** to allow for unforeseen circumstances/delays such as excessive traffic, demonstrations, road construction or accessibility to the venue dock.

## **D A M A G E**

Client shall be liable for any excess damage beyond normal wear and tear to leased equipment. In addition, Client understands that all props, decorations, furnishings and equipment are the property of Ideas event styling or other contractors. Should any of these items be damaged or taken by Client or its employees, agents or guests, client agrees to pay the replacement costs of such items.

**ACKNOWLEDGED INITIALS** \_\_\_\_\_

**GENERAL PROVISIONS**

Client agrees to indemnify, defend and hold harmless Ideas event styling its directors, officers, employees and agents from all liabilities, damage, losses, injuries, expenses and claims, directly or indirectly resulting from the performance of this agreement and /or any circumstances except as caused by negligence or intentional act of Ideas event styling. This agreement shall be performed in compliance with all laws, ordinances, orders, rules and regulations of all local, state, federal and all other jurisdictions having authority over the performance hereof.

**Client agrees to the above Terms & Conditions and is in acceptance of the Reservation Contract.**

\_\_\_\_\_  
Company

\_\_\_\_\_  
Client Signature

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

\_\_\_\_\_  
Date