

PRECIOUS MOMENTS EVENT PLANNING, LLC

This Contract (the "Contract") states the terms and conditions that govern the contractual agreement between (Precious Moments Events) having its principal place of business at (Precious Moments Events), and _____ (the "Client") who agrees to be bound by this Contract.

(hereinafter "Proposal". In the event of any conflict between this Agreement and any standard order of work, this Agreement shall prevail. Precious Moments shall handle the management and/or planning duties for the Event in the manner described on Schedule (A) attached hereto.

WHEREAS, on _____ the Client is conducting one or of the following (the "Event");

- Proposal
- Vow Renewal
- Sweet 16
- Surprise Party
- Gender Reveal
- Graduation Ceremony
- Welcome Home Party
- Other _____
- Wedding
- Banquet
- Quinceanera
- Birthday
- Baby Shower
- Promotion
- Retirement

And

WHEREAS, (Precious Moments Event), agrees to decorate/design the Event to the terms and conditions herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises made by the parties within this Contract, PME and the Client (individually, each a "Party" and collectively, the "Parties") covenant and agree as follows:

SCOPE OF SERVICES:

Precious Moments agrees to provide the services described in the Proposal

CONDUCT OF SERVICES:

All work shall be performed in a workmanlike and professional manner consistent with industry standards.

METHOD OF PERFORMING SERVICE:

Client shall have the right to determine the color, event type, event location, date and time for the event. (Precious Moments Events) shall, however, be entitled to exercise general power of supervision and control over the results of the work, including the right to inspect, the right to stop work, the right to make suggestions or recommendation as to the details of the work, and the right to propose modification to the work. _____

PROMOTIONS

The CLIENT hereby authorizes Precious Moments Events to utilize their logo and associated trademarks (if any) as well as any media, photos, or footage from the EVENT, in promoting Precious Moments Event. CLIENT authorizes PME, its assigns and transferees to copyright, use

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and publish the same in print and/or electronically. It is agreed that **PME** may use such photographs of CLIENT with or without name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and Web content.

RETAINER:

This fee secures the date, time and services of **PME** and is non-refundable or transferable in the event of cancellation. No part of the contract or terms and conditions may be altered without agreement by both parties, nor may it be transferred or sublet by the CLIENT. Full payment must be received no later than 14 days prior to the scheduled event. Your event date will be reserved upon receipt of this contract and payment of the non-refundable retainer fee, whichever occurs first.

PAYMENTS & Fee(s):

Design Services the Event has been booked. The total cost to be paid to **Precious Moments Event** by the CLIENT for the services hereunder shall be \$_____. A payment of \$_____ (25% of the total cost) is due at signing as a retainer. Full payment must be received no later than 14 days prior to the Event. The dates on which payments are due are listed on the payment schedule attached hereto as Schedule B (if any).

CREDIT CARD TERMS:

A valid credit card must be kept on file. The credit card will be used for damages, missing items, late fees, replacement fees, cleaning fees, or added services as outlined within this contract. The credit card will be charged if changes are made the day of the event, such as added services, labor or additional items requested or required. Late payments – refer to any payment not received in our office ten (14) days prior to the event date. Payments after this date must be made in our store using cash or credit card. Payment by check are not accepted.

RESPONSIBLE PARTY:

CLIENT shall be held financially responsible for theft or damage to **PME** property; Your service includes set-up and breakdown of the rented items and decorations provided by **PME**. Your event time has been secured and documented as beginning and ending at the following times.

BEGIN _____
END _____

We will arrive at the address below at least within 1-3 hours of your event start time to begin setup

VENUE NAME: _____

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ROOM: _____
ADDRESS: _____
CITY, STATE, ZIP _____

The estimated time to complete your setup is between (1) one and three (3) hours. To avoid injury, issue, delay, errors in setup, damages, loss and conflict in design, we ask that you instruct all other vendors and visitors to remain outside of the set-up area until PME has completed set-up and taken photographs for your file. We will arrive by the end of the EVENT to breakdown your setup. If items are not accessible upon pick-up, an additional day rental fee and additional trip fee will be charged, regardless of fault at the daily rental rate and quantity defined on your receipt.

CHANGES:
All order/service changes must be placed in writing or emailed as to avoid any errors or confusions regarding your request. You may add to your services however deductions and reductions in the quantity of your previous order does not result in a reduction in price. A detailed invoice will be submitted following any changes to our order by email. Paper copies are provided by request. Additional services required will be billed to you. Emails are considered legal and binding and do not require a signature to be valid.

For events scheduled 30-60 days from the date of retainer, you may change you may make changes to your theme/event color within 10 days. For events scheduled beyond 60 days, you make changes to your theme/ event colors up to 30 days after the date of retainer.

Client shall pay additional charges for changes requested on a time and material basis. Such charges shall be in addition to all other amounts payable under the PROPOSAL, despite any maximum budget, contract price or final price identified therein. (PRECIOUS MOMENTS EVENT) may extend or modify any delivery schedule or deadlines in the PROPOSAL and deliverables as may be required by such changes.

NON-PAYMENT/BREACH OF CONTRACT

No service(s) contained in this contract will be rendered, delivered, or available if balance is not paid in full prior to your event. Payments will not be accepted beyond the event date, NO EXCEPTIONS.

The following circumstances are considered a breach of contract:

If payments are not received by the event date and the credit card on file becomes invalid, expires, or we are unable to authorize it, your non-payment will be considered a breach

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of contract, and all previous payments are forfeited.

If full payment has not been received by _____, and no other arrangements have been approved by **(PRECIOUS MOMENTS EVENT)**, we will consider your rented items and services available for another client's use. **(PRECIOUS MOMENTS EVENT)**, is not contractually obligated to accept payments beyond the due date, nor refund previous payments. We will schedule another clients' event on your event date if we have been unsuccessful in contacting you or obtaining a response from you regarding payment. We will attempt to contact you using all phone numbers, email address on file. You will not receive a notice by mail.

CANCELLATIONS

Please be aware that once the contract is signed, and your event is scheduled, all other clients have been refused your specific rentals and services for your event date, and thus all payments are non-refundable. All services may be cancelled if received in writing no later than 30 days prior to the event. You would

not be obligated to pay the balance of your invoice.

SET-UP, BREAKDOWN, CLEAN-UP

(PRECIOUS MOMENTS EVENT) does NOT provide free cleaning service for your event. CLIENT is expected to provide sufficient supervision to minimize spillage of food and beverages on linen, centerpieces and rental chairs provided by **(PRECIOUS MOMENTS EVENT)**.

If food, drinks, articles of clothing, trash or any other items prevent us from retrieving linen, centerpieces or rentals when the breakdown crew arrives, we will not wait until these things are cleared, we will remove them and a cleaning fee of \$250 will apply for up to (75) guests and then \$2 per guest thereafter unless you have paid the \$250 cleanup fee on your initial contract.

(PRECIOUS MOMENTS EVENT) will provide Set-up and Breakdown services for your event; upon setup we will ensure that the items used for your event are in good, suitable condition and free from any stains, cuts or tares. **(PRECIOUS MOMENTS EVENT)** will perform the breakdown of your event but will not be required to inspect these items at breakdown. This will be done by our warehouse manager and you will be

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notified by phone of any missing or damaged items.

DAMAGED OR LOST ITEMS

Within seven (7) days (**PRECIOUS MOMENTS EVENT**) will notify you if damages are discovered, or items are found to be missing upon sorting, laundering and counting. Damaged items are discarded within 10 days unless the client requests to come pick them up. After 10 days, the client gives up rights to these item(s). Photos of damages will be submitted as proof upon request. If damaged items are not paid for within 7 days, the credit card on file will be billed, unless payment arrangements have been setup with (**PRECIOUS MOMENTS EVENT**).

CLIENT assumes full responsibility for ALL items supplied by (**PRECIOUS MOMENTS EVENT**) for the design of your event and agrees to pay full replacement cost for lost or damaged items. Client agrees to pay for any damage to or loss of items, regardless of cause, except reasonable wear. Accrued rental charges cannot be applied against the purchase or cost of repair of damaged or lost items. Items damaged beyond repair or normal cleaning will be paid for at its replacement cost when rented. Please avoid getting candle wax on the linens as it will not be able to be removed and you will be charged for replacement.

Condition:

(**PRECIOUS MOMENTS EVENT**) does have a damage policy, our chair covers are in new, excellent or good condition when rented to our clients. Small discrepancies or shoe marks on the bottom of the chair cover are normal and you will not be charged for covers returned in good condition with minimal shoe markings. (A tiny unnoticeable mark on the bottom part of your rented chair cover is considered good condition.)

Wax Damage to Linens:

If damage or stains occur which require extra cleaning, client will be notified and billed of such services within 10 days after the event. Such damages would include wax stains and burns. If burns occur, the item is considered damaged, and must be replaced. If there are wax stains at all, even a small dot, the item will be considered damaged and will need to be replaced.

Chocolate Stains:

For clients renting linens for use with chocolate fountains, (**PRECIOUS**

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MOMENTS EVENTS) recommends the use of a plastic table covering under the fountain. This will prevent permanent damage to our linen and possible replacement fees to your account. If client refuses the covering, the client

TERM AND TERMINATION

This Agreement shall commence upon the Effective Date and shall remain effective until the Services are completed and delivered. This Agreement may be terminated at any time by either party effective immediately upon notice, or the mutual agreement of the parties.

In the event of termination, (PRECIOUS MOMENTS EVENT) shall be compensated for the services performed through the date of termination in the amount of:

- (a) Any advance payment
- (b) A pro-rated portion of the fees due, or
- (c) Hourly fees for work performed by (PRECIOUS MOMENTS EVENT) as of the date of termination, whichever is greater; and CLIENT shall pay all Expenses, fees out of pockets together with any Additional Costs incurred through and up to, the date of cancellation.

APPLIABLE LAW

This Contract and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of Texas and subject to the exclusive jurisdiction of the federal and state courts located in **(WAYNE COUNTY, WESTLAND, MI).**

ACCEPTANCE

I _____ (print name) ACKNOWLEDGE READING AND UNDERSTANDING THIS AGREEMENT AND ALL PARTS THEREOF AND I ACCEPT ALL TERMS AND CONDITIONS OF THIS AGREEMENT AND POLICIES.

Sign _____

Date _____

SCHEDULE A

- Initial meeting: we will work with you to create design concepts, content and products required to make your event a success.
- 24-72 hours from proposal acceptance, contract and receipt sent

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electronically via email unless paper copy requested

- Support: We will provide unlimited email consultation & support relative only to the services in which you have subscribed. If Design Service, we will assist with all issues, thoughts and ideas pertaining to your ceremony and reception.

- Scheduled Meetings: After the Initial Meeting, a secondary meeting and vendor walk-thru is scheduled as needed by the designer and can be scheduled by you upon request. Mock setup is provided upon request.

- Rescheduled Meetings: We understand that things can happen, if you should have to reschedule a meeting, please let us know as soon as possible so that we can remain respectful of another client's time. Walk-Throughs may be rescheduled once and any additional reschedule will be billed at \$25 unless there is a change of venue.

- Venue & Vendor: We will work with venue to coordinate earliest access times to begin setup and delivery.

- Conduct: all work will be completed in a professional manner. Our company is faith based and family

owned, we may listen to music during set-up but will always be courteous and considerate of other facilitators and building occupants.

- Design: We will setup and design your event based on your desires unless full design and creativity has been assigned to Precious Moments Event. Client has the right to determine the theme and color schemes and may provide photos and suggestions or layout and centerpieces which may or may not incur additional charges.

SCHEDULE B

Payment Schedule

Total Amount: \$ _____

Date	
Immediately	25% minimum down payment
Full payment must be received no later than 14 days or you may make payments towards your remaining balance whereas the balance must be at \$0.	
Events that are booked 30- 60 days away – may make Pay In full date	

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Events that are booked 60 days and beyond, MUST make a payment every 60 days to keep their account active.