



CONTRACTUAL AGREEMENT

DATED: _____

BETWEEN:

- AND -

Shara's Floral Designs of 7081 30th St N Oakdale MN 55128

BACKGROUND:

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF:

The matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

Services Provided

The Client hereby agrees to engage the Contractor to provide the Client with services (the "Services") consisting of:

- o **Shara's Floral Designs shall provide floral designs and delivery for the client's event.**

The Services will also include any other tasks, which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

Term of Agreement

The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended by mutual written agreement of the Parties.

In the event that either Party breaches a material provision under this Agreement, the non-defaulting Party may terminate this Agreement and require the defaulting Party to indemnify the non-defaulting Party against all reasonable damages. Not to exceed the full price of goods and services agreed upon at the presentation of the estimate.

Performance

The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Currency

Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in US Dollars.

Compensation

For the services rendered by the Contractor as required by this Agreement, the Client will provide compensation (the "Compensation") to the Contractor as follows:

- * The client shall pay a \$100.00, non-refundable booking fee to reserve and hold the designated date and time for the client's event.**
- * Upon presentation of the estimate for goods and services, or an agreed upon date, and the satisfaction of the client, the client shall pay ½ of the total estimate. DATE _____**
- * The remaining portion of the estimate for goods and services shall be paid at the time of delivery or pick up.**
- * A 1-month notice is required to be eligible for a full refund of any payments made. Cancellations made less than 30 days prior to the event date shall only receive a 50% refund of any payments made. Cancellations made less than 14 days prior to the event date are non-refundable.**

The above Compensation includes all applicable sales tax, and duties as required by law.

Reimbursement of Expenses

The Contractor will be reimbursed from time to time for all reasonable and necessary expenses incurred by the Contractor in connection with providing the Services hereunder.

*** Because, at times, there are unforeseen price fluctuations of goods, the client understands that this is an estimate, and that the remaining balance may or may not be slightly higher or lower than the remaining estimated ½ of the total agreed upon at the presentation of the estimate, and that the balance shall be adjusted accordingly.**

***The client also understands that on occasion, for reasons beyond anyone’s control, a specific requested element of the agreed upon design, i.e..... a flower variety or greenery, can become unobtainable by the contractor, at which time the client gives the contractor full creative license to obtain a suitable and comparable replacement.**

Return of Property

Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

Capacity/Independent Contractor

In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

Notice

All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:

a. _____

b. Shara Luginbill of Shara's Floral Designs
7081 30th St N Oakdale MN 55128

c. Or to such other address as any Party may from time to time notify the other.

Indemnification

Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

Legal Expenses

In the event that legal action is brought to enforce or interpret any term of this Agreement, the prevailing Party will be entitled to recover, in addition to any other damages or award, all reasonable legal costs and fees associated with the action.

Modification of Agreement

Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

Time of the Essence

Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Assignment

The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

Entire Agreement

It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Titles/Headings

Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

Gender

Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Governing Law

It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of Minnesota, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

**Signatures to confirm that both parties
(Contractor and Client)
have reviewed and agreed upon all
terms stated within this contract:**

X _____
(Printed name of Client)

X _____
(Client signature)

Shara's Floral Design

X _____
(Contractor)