

From:
Mike Rodriguez
MR floral&events
Floral Design
6199209227
 (/cdn-cgi/l/email-protection)



Bill To:	Linh Le
	 (/cdn-cgi/l/email-protection)
Project:	Linh Le + Minh Nguyen
Type	Wedding
Date	Jul 23, 2023
Time	TBD
Location	Tom Hams

LINH LE + MINH NGUYEN FLORAL PROPOSAL

Version 1

PROPOSAL

	QTY	UNIT	PRICE	TAX	TOTAL
Bridal Bouquet	1.0		\$175.00	✓	\$175.00
A petite gathering of roses, seasonal blooms and multiple varieties of greenery - bouquet wrap TBB					
Bridesmaids	2.0		\$90.00	✓	\$180.00
Small bouquets similar style as Bride's					
Boutonnieres	5.0		\$25.00	✓	\$125.00
Bloom with hints of greenery and textural elements - magnetic attachment groom 2 groomsmen 2 Dads					
Aisle	1.0			✓	
Possibly use centerpieces down both sides of the aisle - MR team not available to help with this					
Cocktail Tables	4.0		\$27.00	✓	\$108.00
Bud vases and votive candles					

	QTY	UNIT	PRICE	TAX	TOTAL
Sweethearts Table	1.0		\$225.00	✓	\$225.00
Floral runner of roses, seasonal blooms and greenery					
Round Guest Tables	8.0		\$130.00	✓	\$1,040.00
Medium size centerpiece of roses, seasonal blooms and greenery - in a vessel guests can take home					
Client can use these at the ceremony site then move them inside to the guest tables - do not recommend if weather is warm or placed in direct sunlight					
Rectangular Guest Tables	2.0		\$135.00	✓	\$270.00
Bud vases (4) of blooms and hints of greenery					
Votive Candles	36.0		\$1.85	✓	\$66.60
3 per table - 10 guest tables sweethearts table cake table					
Delivery & Set-up	1.0		\$547.40	✓	\$547.40
Delivery of personal flowers and reception room set-up. MR team not staying to transfer flowers from ceremony to reception or returning at the conclusion of the event 25% of the total. Pricing may fluctuate depending on final order, complexity and length of time given for set-up. 35% if including arch design					
Convenience Charge	1.0		\$88.47		\$88.47
3% of grand total as mentioned in contract added to payment - no fee if paying by check, cash or bank transfer					
Subtotal:					\$2,825.47
Tax (7.75%)					\$212.12
Total Amount:					\$3,037.59

PAYMENT PLAN

1.	\$911.28	Nov 8, 2022	#69748-000608	PAID # 69748-000608
2.	\$2,126.31	Jul 2, 2023	#69748-000609	UNPAID

Total Amount: \$3,037.59

CONTRACT

Event Contract

This event contract (the "Contract") is entered into on Nov 2, 2022 between Linh Le & Minh Nguyen (the "Client(s)") and Michael Rodriguez ("MR floral&events"), (together, the "Parties"), for the event of the Le/Nguyen Wedding on Jul 23, 2023 (the "Event").

TERMS

Proposals, Orders, Invoices and Event Contracts:

Documents are valid for 5 days from the date this contract is received. Prices are subject to change thereafter and Event date may be released to other interested clients. Event Contract and Retainer Fee must be received prior to the deadline to be considered valid and confirmed. All event planning, production, ordering, etc. will cease until all documentation is signed and returned to MR floral&events. MR floral&events is not responsible or liable for any services that are not outlined in the Proposal.

Retainer Fee & Payment Schedule

The client agrees to the fees as outlined on the order and to a payment schedule as follows: initial NON-REFUNDABLE Retainer Fee of \$911.28 (30% of total) and ALL signed documentation is due within 5 days of receipt to confirm the services of MR floral&events for the Event. The Retainer Fee paid will be applied to the balance of the order. The parties agree that the order may increase or decrease depending on guest counts, items or services being added or removed. The remaining balance is due on or before Jul 2, 2023 which is 3 weeks before the Event. This schedule ensures that all products are ordered and processed with adequate time. The client understands and agrees that after the contract is signed the order cannot fall under 75% of the original amount of the contract total.

Forms of Payment:

Cash, check, money order or credit card (fees apply) payable to MR floral&events.

Please make checks payable to:

MR floral&events

4160 Cole Way

San Diego, CA 92117

Payments By Check:

If the Client prefers to mail a check for the final payment, it must be received on or before Jul 2, 2023.

Payments by Credit or Debit Card:

Payments made by a major credit card will incur an additional 3% convenience fee.

Late Payment:

If final payment is late, the client is subject to a 15% late fee. If final payment is not received within 2 weeks of the Event, the Client(s) risk possible termination of a contract. Checks will not be accepted for any payment after Jul 2, 2023. MR floral&events will not order flowers for the event without final payment being received. Failure to comply with the final payment schedule may result in MR floral&events being forced to use alternative or lesser quality product, OR the termination of the Contract.

Delivery and Set-up:

MR floral&events agrees to deliver the items on the order to Tom Ham's Lighthouse on Jul 23, 2023. Delivery and installation will take place at a time designated by the Client(s), venue or wedding planner. The Client(s) give MR floral&events the authority to make decisions and changes related to the items on the order during set-up in the event of bad weather, venue policies or hazardous conditions. It is agreed by the Parties that upon delivery and installation, MR floral&events has fulfilled all obligations of the Contract. The Client(s) assume responsibility for the condition of the items listed on the order once delivery and installation are made.

Cancellations and Postponements

Any changes made to this contract must be made in writing and signed by both Parties.

Cancellations:

In the event Client(s) wish to cancel, the following shall take effect:

- The Retainer Fee is NOT refundable
- Cancellations must be communicated in writing
- Cancellations taking place on or before Jul 2, 2023 where payment(s) in addition to the retainer was collected, will receive a refund calculated based on decor/items purchased specifically for your event, time invested such as meetings, mock-ups, venue walk-throughs, design work and loss of opportunity due to securing the service for Client(s) event.
- Cancellations taking place after Jul 2, 2023 where payment has been submitted in full cannot be refunded as the purchase of flowers, vessels, supplies, the hiring of designers and staff for the event have been purchased or secured.
- Cancellations on the day the event is scheduled to take place will not receive a refund.

Should Client(s) choose to cancel the Event with no rescheduled date in the next year, Client(s) are knowingly foregoing the Non-Refundable Retainer.

Postponements

Postponement and rescheduling creates additional work and income limitations for MR floral&events since a new client cannot be booked on the new date. As such, Client(s) agree that MR floral&events will only permit one postponement. If Client(s) postpones the Event more than once, Client(s) understand they will be subject to a new rate structure and fees. Client(s) agree that if the future Event date is not within 1 year of the Event date on this contract, the Client(s) are subject to a new rate structure and fees.

Should Client(s) decide to postpone the Event due to any reason including personal, municipal, state, or federal government mandate or personal health restrictions/concerns, the following policies will take effect:

- Postponements occurring on or before Jul 2, 2023: MR floral&events will apply the Non-Refundable Retainer (one time) towards a future date within 1 year of the original scheduled Event, pending availability.
- Postponements occurring after Jul 2, 2023: events that have been paid for in full cannot be refunded as the purchase of flowers, vessels, supplies, the hiring of designers and staff for the Event have been purchased or secured.
- Client(s) will not be responsible for the payment of the balance until 3 weeks prior to the new agreed upon event date. An amended contract and possible new rate structure and fees will be sent after the new date has been agreed upon by both Parties.
- Postponements on the day the Event is scheduled to take place will receive no refunds.

Force Majeure (unforeseeable circumstances that prevent someone from fulfilling a contract):

Every possible effort to deliver flowers and other items ordered/rented for your event will be made. However, no party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Contract, for any failure or delay in fulfilling or performing any term of this Contract (except for any obligations to make payments to the other party) when the failure or delay is caused by results beyond the impacted party's control, including but not limited to the following Force Majeure events: (a) acts of God; (b) a natural disaster (fires, 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 two (2) calendar 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 the 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.

Failure to Perform Services/Incapacitation:

If MR floral&events cannot or will not perform its obligations in any or all parts of this Contract, it will immediately give notice to the Client(s) and attempt to find another competent professional to take its place, and if another competent professional is not available or Client(s) do not agree to transfer of obligations to the chosen professional, MR floral&events will issue a refund or credit based on a reasonably accurate percentage of services rendered and excuse Client(s) of any further performance and/or payment obligations in this Contract.

Appropriate Conduct/Safe Working Environment/Health and Safety:

MR floral&events complies with all health and safety laws, directives, and rules and regulations. Client(s) expressly agree that during the event, Client(s) and Client(s)' agents shall not carry weapons or firearms, be exposed to severe illness, or request that MR floral&events do anything illegal or unsafe. Further, MR floral&events 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, MR floral&events reserves the right to end service coverage immediately and/or leave the Clients' event. MR floral&events shall be entitled to retain all monies paid and Client(s) agree(s) to relieve and hold MR floral&events harmless as a result of incomplete event coverage, or for a lapse in the quality of work due to leaving the event under these circumstances listed above.

Exclusivity and Aesthetics:

The Parties agree that MR floral&events will act as the sole and exclusive floral designer for the event. No other person, company, professional, or vendor, shall provide fresh or artificial floral products for the event, ceremony or reception without consent.

Rentals and Incidental Charges:

The Client(s) agrees to supply a credit card in the event of additional charges beyond those mentioned on the Proposal/Order/Invoice and loss or damage to property of MR floral&events. Unless given prior authorization, any items returned after the agreed upon return/pick-up date are subject to a second full day rental. The Client(s) agree and acknowledge that all rental items will be returned in the form originally provided or be subject to a damage/replacement fee equal to 100% of the damaged/missing item's retail value. MR floral&events has 48 hours to report any missing or damaged items after the event. The Client(s) agree that if payment for missing or broken items are not paid within 1 week of the event, the credit card on file will be charged. The Client(s) understand that MR floral&events will keep the credit card on file until all payments are received and rented items are accounted for and returned. The Client(s) agree to notify MR floral&events of any changes to the credit card on file.

Price and Tax Rate Changes:

In the event of product shortages, product unavailability, tax rate increases/changes, or price increases, rates are subject to change without notice. MR floral&events may accommodate changes by increasing the cost to items on the Proposal/Order/Invoice, substituting products, consumables, or services with items of equal value.

Additions:

Additional purchases, duties or requests in excess of the items listed on the Proposal will be agreed upon by the Parties. Any additional items, duties, or requests will generate a new invoice. If additions are needed or requested and a new invoice is generated after the final payment is made, the invoice must be paid prior to delivery. Additions will be accepted up to 1 week before the Event. There is no guarantee that the same flowers or items will be available for requests made less than three (3) weeks prior to the Event. Color and style will match as close as possible. Requests to change design work after this contract is signed will be at the discretion of MR floral&events.

Floral Availability:

The availability of flowers is based on season, weather conditions, growing conditions, holidays, etc. Many flowers are not available year around. In the event that there is a shortage or unavailability based on the mentioned circumstances or the quality of flowers is not suitable for the event, MR floral&events reserves the right to make substitutions. The integrity of proposed color pallet and designs will be maintained and flowers or products of equal value will be used.

Liability:

Client(s) understand and agree that MR floral&events is not responsible, nor liable for the security of the Event, damages, or any losses that may occur. Client(s) agrees to jointly and severally indemnify and hold harmless from any claims related to this contract or the wedding/event described herein. Client(s) hereunder jointly and severally indemnifies and holds harmless MR floral&events, its officers, directors, agents, members, family and assigns against any and all claims, actions, damages, suits, causes of action, liability and expenses in connection with loss of life, personal injury and/or property damage arising from or out of the Event. MR floral&events does not assume liability for loss, delay, theft, damage, or accident arising from any part of the planning process or out of the Event itself. MR floral&events shall be entitled to reasonable attorney's fees and costs in connection with the collection of any monies due under this contract, whether a suit is filed or not. MR floral&events is not to be held liable for any actions, or non-performance of any vendors (referred or recommended vendors included), representatives or their parties.

Limit of Liability

Liability shall be limited to the total price of this proposal. Except as prohibited by law, MR floral&events shall not be liable to Client or to any other person or entity for any general, punitive, special, indirect, for consequential or incidental damages, or lost profits, or any other damages, costs or losses arising out of MR floral&events services, materials, or products, including attorney's fees and related expenses of litigation and arbitration. Except as prohibited by law, to the extent there is liability found as to MR floral&events, such recovery is limited to the amount the Client paid for materials, products, or services.

Governing Law and Jurisdiction:

This Agreement is governed by and shall be construed in accordance with the laws in the State of California. The Parties submit all their disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the Courts of San Diego County.

Testimonials, Photos, and Videos:

Client(s) agrees that MR floral&events may publish their words and/or comments on its website and company literature, and may publish any photos or video that was captured by MR floral&events or other vendors hired for the Event.

Mailing List:

As a Client(s) of MR floral&events, contact information will automatically be added to our mailing list in order to keep you updated with the latest news, features, events, and specials we have to offer. We respect your privacy and your information will never be shared with any third party.

Right of Termination:

MR floral&events reserves the right to terminate the Contract if at any time its obligations cannot be met. Liability is limited to a full refund of all monies received by MR floral&events.

Signing this Contract indicates the Parties understand and agree to all terms and sections of the Contract:

Linh Le Client 1

Minh Nguyen Client 2

Address:6411 Julie Street

City/State/ZipSan Diego, 92115

Phone Number:(442) 202-7648

Michael Rodriguez, MR floral&events

4160 Cole Way

San Diego, CA 92117

619.920.9227

Mike Rodriguez

Mike Rodriguez

Nov 8, 2022

A handwritten signature in blue ink, appearing to read 'Linh Le', with a horizontal line underneath the name.

Linh Le

Nov 8, 2022

 (/cdn-cgi/l/email-protection) | <https://mrfloralandevents.com> | 6199209227 | 4160 Cole Way, San Diego,
CA 92117