



De Novo

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SERVICE CONTRACT

De Novo Floral Design
2504 Yonge St. Toronto, ON M4P 2H7
416-486-6686

RESERVED WEDDING DATE: (the "Wedding Date")	August 8, 2020
VENUE: (the "Venue")	Heart House
BRIDE AND GROOM: (the "Client")	Fiona&Brayden
MAILING ADDRESS:	
TELEPHONE: (kindly list all applicable #)	
EMAIL:	Carmen@devotedtoyou.ca
WEDDING PLANNER: (the "Wedding Planner")	Carmen

SERVICES RESERVED (design, flower types, colour schemes, décor, rental items...etc):

Color theme: Blush, white, Cream, Nude, touch up with blue, less greenery



THIS SERVICE AGREEMENT (the "Agreement") is entered into this 26 day of JAN, 2020 (the "Execution Date"), by and between De Novo Floral Design Inc. (the "De Novo") and the Client.

WHEREAS De Novo is in the business of providing floral arrangement/design, merchandising, display and delivery and the Client desires that the De Novo provide and perform such services;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Description of Services:

- a. De Novo representatives will discuss with the Client to obtain instructions regarding the desired floral service to be provided on the Wedding Date and once agreed to by the parties, a detailed description will be inserted into the Services Reserved box on the first page of this Agreement (additional details may be appended to this Agreement on separate pages).
 - i. Please note, any allergies or restrictions, particularly health/safety related shall immediately be disclosed to De Novo.
- b. De Novo will provide the Client with a quote, based on the Services Reserved.
- c. De Novo shall, within reasonable timeframe after a quote is determined, provide the Client with a mock up version to reflect the Services Reserved. Once approved, the Client shall immediately provide payment in accordance with section 3 of this Agreement.
- d. De Novo shall purchase all necessary materials from suppliers of its choice for both the mock up design and for the actual Services Reserved on the Wedding Date.
- e. On the Wedding Date, De Novo representatives will attend the Venue for delivery and display of the Services Reserved. All rental items, if the same has been requested by the Client shall also be delivered to the Venue.
- f. Post-ceremony on the Wedding Date, De Novo, if requested by the Client, will assist with tear down and clean up of the flowers and rental equipment (repossession).

2. Term

- a. The Term of this Agreement shall commence on the Execution Date and terminate after the completion of the Wedding Date.

3. Fees and Payment Term

- a. The total fees of De Novo for the Services Reserved shall be in the amount of \$ 6940.46 (CAD), which is inclusive of the fees of any rental items and any applicable sales taxes (e.g. HST). Additional amounts may be made payable, reference should be made to sections of this Agreement regarding amendment/revisions, damages, and other applicable sections.
- b. After the mock up review meeting, if the same is approved by the Client, a deposit in the amount of \$ 3470.23 (CAD) shall be forthwith paid to De Novo within three (3) business days (the "Deposit").
 - i. If the Client is unsatisfied with the mock up and any proposals by De Novo and chooses to terminate this Agreement, the only fee which shall be paid by the Client for the mock up design.



De Novo

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- c. One week prior to the Wedding Date, being Aug 3th, 2020 (the "Due Date"), the Client shall pay the remainder of the fee plus any applicable HST on the full quote, in the amount of \$3470.23 (CAD) (the "Remainder") to De Novo. Failure to pay the Remainder on the Due Date may trigger section 8 of this Agreement regarding termination.
 - d. All payments made to De Novo via the following approved payment methods: email transfer (e-transfer), cash, bank transfer, wire transfer, cheque, and bank draft.
 - e. Please be advised, that if a Wedding Planner is involved and the design process is not required from De Novo, the quote provided in subsection 3(a) will reflect a discounted price.
- 4. Additional Services and Revisions**
- a. Once the Deposit has been made, the arrangement of the Services Reserved shall be deemed the final and conclusive arrangement. Nevertheless, Client may submit revision request to De Novo within the appropriate time frame.
 - b. Revision requests shall be submitted to De Novo in writing at least two (2) months prior the Wedding Date. All requests submitted within two (2) months of the Wedding Date shall be rejected, unless an exception is otherwise made by De Novo.
 - c. If any revision will result in additional services being required to be performed by De Novo, De Novo reserves the right to charge an additional fee to the Client. *(examples include but shall not be limited to: venue changes, wedding schedule changes, quantity changes, and flower type changes)*
 - d. Additional Services may be requested by the Client at any time to De Novo. If the same can be provided or completed on the Wedding Date, De Novo shall provide an additional fee quote to the Client.
 - e. At least 50% of the additional fees resulting from revisions or additional services being rendered shall be made due to De novo immediately upon the same is confirmed by the parties in writing (which may be made as an addendum or amendment to this Agreement, initialed by the parties), the remainder 50% of the additional fees shall be made payable on the Due Date.
 - f. Emergency additional services may be requested on the Wedding Date, subject to the oral agreement of De Novo. If provided, the Client shall honour their request and make prompt payment to De Novo. *(examples include but shall not be limited to, unexpected weather changes and venue changes)*
 - g. Additional services fees are generally calculated based on materials and additional labour (hourly rate per person required to attend or stay at the Venue).
- 5. Wedding Planner**
- a. If a wedding planner is used for the wedding (filled out on page 1 of this Agreement), the Wedding Planner shall be deemed a reliable source of instruction. De Novo may rely on the instructions provided by the Wedding Planner to provide or revise its Services Reserved. For greater clarity, all additional fees resulting from the Wedding Planner's instructions shall be payable by the Client and all disputes



shall be confined between the Client and the Wedding Planner after prompt payment has been made to De Novo.

6. Property Damage and Losses:

- a. The Client shall ensure proper usage of any rental items and cooperate with De Novo during any delivery, set-up/display, tear-down/clean up process.
- b. Any and all costs/expenses resulting from damage to the floral design and rental items caused, directly or indirectly, by the Client or any of its guests, staffs, or other parties related to the Client shall be borne by the Client in its entirety.
 - i. De Novo shall not be required to repair or fix any floral design/arrangements or rental items; and
 - ii. With respect to damage of rental items or De Novo's property, the Client agrees forthwith submit payment to De Novo to indemnify and save harmless De Novo against any and all losses, costs, expenses, arising out of the damage, and this indemnity shall survive termination or expiry of this Agreement.

7. Substitution of Material

- a. De Novo shall reserve the right to make substitutions on an emergency basis to all materials such as flowers, provided that the integrity of the proposed colour scheme will be maintained and the monetary value of the substitution is substantially similar to the original material/design.

8. Cancellation/Termination/Refund

- a. Early Termination: In the event that the Client is either (i) unsatisfied with De Novo's mock up; or (ii) De Novo has confirmed that it has not incurred any out-of-pocket expense; or (iii) it is currently two (2) months prior the Wedding Date, the Client shall be entitled to request for early termination of this Agreement. Notwithstanding the foregoing, unless consent of De Novo is provided, the Client shall not be entitled to use Early Termination within two (2) months of the Wedding Date. Upon De Novo's confirmation of early termination, the Client shall forthwith remit the fee of the mock up and any other termination fee agreed to by the parties.
- b. Non-Payment Termination: In the event that the Deposit is not paid within three (3) business day, the Remainder is not paid on the Due Date, or any other fees are not paid in accordance with this Agreement, De Novo shall be entitled to take zero action or to cease all actions and not provide the Reserved Services on the Wedding Date. In the event that De Novo ceased its actions due to the client's failure to pay, all amounts paid to De Novo previously shall be forfeited on account of contractual breach (no refund).

9. Ownership

- a. Flowers: All flowers provided to the Client (including the mock up and on the Wedding Date) shall be deemed the personal property of the Client.
- b. Rental Items/other property: All rental items and other property used by De Novo shall at all time remain the property of De Novo, which will be repossessed and returned to De Novo at the end of the Wedding Date.



10. General Provisions

- a. Relationship of Parties. It is understood and agreed to between the parties that in all events, De Novo is a service provider of the Client and nothing contained in this Agreement shall be construed as creating a joint venture, partnership or employment relationship between the parties.
- b. Subrogation. The Services Reserved and/or Additional Services provided by De Novo to the Client under this Agreement shall be subject to the general terms and policies of De Novo, which may be amended from time to time, at any time.
- c. Entire Agreement. This Agreement, together with its recital and schedule/appendix which are hereby incorporated by reference, constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements. This Agreement may not be modified/amended/changed except in writing executed by all the parties.
- d. Assignment. This Agreement may be assigned by De Novo to any subsidiary and to any successor by amalgamation, consolidation or acquisition of a substantial part of its assets. Except as specified hereinabove, this Agreement shall not be assigned, extended or otherwise transferred in whole or in part, by either party, without the prior written consent of the other party hereto.
- e. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- f. Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be found to be invalid, void or unenforceable, such provision shall be limited as necessary to render it valid and enforceable and the remaining provisions and any application thereof shall continue in full force and effect without being impaired or invalidated in any way.
- g. Notice. Except as otherwise expressly provided herein, any notice herein required or permitted to be given shall be in writing and shall be either personally served or sent by overnight courier, by registered mail or certified mail, postage prepaid, or by telecopy/e-mail and shall be deemed to have been given when such writing is received by the intended recipient thereof. For the purposes hereof, the addresses of each party has been stated above on the first page of this Agreement.
- h. Construction of Agreement. Headings contained in this Agreement are for convenience only and are not a part of this Agreement and do not in any way interpret, limit or amplify the scope, extent or intent of this Agreement or any of the provisions hereof. This Agreement shall be deemed to be a contract under the laws of the Province of Ontario and for all purposes shall be governed by and construed and enforced in accordance with the internal laws (as opposed to conflicts of law provisions) of the Province of Ontario.
- i. Waiver. No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or be construed as a further or continuing waiver of any such term, provision or condition or as a waiver of any other term, provision or condition of this Agreement.
- j. Further Actions. Each of the parties hereto agrees to take any and all actions reasonably necessary in order to carry out the provisions of this Agreement.



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- k. Counterparts & Transmission. This Agreement may be executed in one or more counterparts and counterparts signed in the aggregate by the parties shall constitute a single original instrument. This Agreement or a counterpart hereof may be executed and transmitted by fax or email, with transmission confirmed as complete, and if so executed and transmitted, this Agreement shall be for all purposes as effective and binding upon such party as if such party had delivered an originally executed document.
- l. Independent Legal Advice. De Novo has advised the Client of his or her right to have a lawyer review this Agreement and the Client has either received independent legal advice or waived the same with respect to this Agreement. The Client hereby acknowledges that he or she has read, understood, and agreed with all of the terms of this Agreement.

IN WITNESS WHEREOF the parties hereto have hereunto executed this Agreement as of the day and year first above written.

De Novo Floral Design Inc.
Authorized Signatory

Client