

Floral contract AGREEMENT

This Agreement dated [REDACTED] "Effective Date"

BETWEEN

Brittney Molina of Kiki's Florals

CONTACT: Brittney Molina

EMAIL: sales.kikisflorals@gmail.com

CONTACT: [REDACTED]

("Client")

(collectively, the "Parties")

PURPOSE

The purpose of this Agreement ("Agreement") is to set out the expectations for what it will be like for the Parties to work together. For mutual consideration, the receipt and sufficiency of which is acknowledged, the Parties agree to the terms and conditions set out below.

By signing this Agreement, Client confirms that they have read, understood and agreed to accept all of the terms and conditions in this Agreement.

TERMS OF AGREEMENT

Term

The florist will provide the Services, beginning on [REDACTED] once retainer has been paid and continue until [REDACTED] UNTIL AGREEMENT TERMINATED/SERVICES COMPLETED] ("Term").

Services

The florist may provide the Client with the following services as part of the assembly of the flowers ("Services"):

- The florist, to the best of her abilities, complete the flowers with the guidance of the client
- Deliveries can be in-person (no cost), delivered (additional cost) or shipped to the client (at the customers/clients cost).
- The florist will communicate through email or messenger.
- The florist will acquire all flowers pertaining to the order unless otherwise specified by the client.
- Flowers expected completion is 2 days before the event date but may be completed sooner
- If completion is sooner then final payment of balance owing is due when florist sends proofs of completion

Additional Services

In addition to the Services set out above, Client may request additional pieces up to two weeks before the pickup date and it is at the discretion of the florist if they have the capacity to complete the request

- Additional pieces will come with a quote adder to the original price quoted.

CLIENT EXPECTATION

Communication Requirement

During the Term, Client agrees to maintain communication, reply in a timely fashion, and provide all information and feedback needed for the florist to carry out their obligations under this Agreement. Parties agree to inform the other using reasonable efforts, should a delay occur, or be expected to occur. If Client does not maintain communication or provide the florist with information as requested and required from time to time, the florist may, in their discretion, delay or cancel the Services.

Client Behavior

It is expected that Client will be respectful and cooperative towards the florist in any online, public or private forums included as part of the Services. Client also agrees not to make any false, disparaging or derogatory comments or statements in public or private regarding the florist, the Services or any related parties. If at any time the florist determines that the Client is not acting in accordance with these expectations, the florist may terminate this Agreement without refund and any payments owing towards the entire Fee will immediately become due.

Affiliate Program

If a potential Client is a referral from a previous client (must provide proof) then they are eligible for a 10% discount on their entire order (at the discretion of the florist).

PAYMENT

Fees

In exchange for the Services, the total fee plus all applicable sales taxes ("Fee") will be paid upon completion. The Fee is payable in Canadian dollars.

Fees for Additional Services

Additional Services requested by Client will be charged to Client at a predetermined, or as may otherwise agreed upon by the Parties in writing.

Non-refundable retainer

Upon signing this Agreement, Client will pay the florist a non-refundable Retainer in the amount of 35% of the total amount plus all applicable sales taxes ("retainer") which will be applied to the final invoice and credited against the Fee.

Payment Schedule

Upon completion of Services, the florist will send an invoice to Client for the total amount of the Fee less the retainer. Any Additional Services will be added to the final invoice.

Payment Method

The florist accepts payment either by E-transfer or cash.

No Chargebacks

Client acknowledges and agrees that the terms of this Agreement and the florist's termination and refund policies supersede the terms of use and refund policies of any third-party payment processor used by the florist. Client will be responsible for any fees, including legal fees, incurred by the florist as a result of recouping payments owing under this Agreement.

Late Payments

If any payment is not received on the payment due date, the florist may stop work on all Services until any outstanding payment is received in full. If payment is not received in 30 days then the florist reserves the right to terminate the services and no refund will be given.

RESCHEDULING, CANCELLATION AND REFUNDS**Changes to Schedule**

The florist may be required to make changes to the scheduled completion from time to time. In the event of any schedule change, the florist will provide as much notice as possible to Client and Client will not be entitled to any refund of any portion of the Fee.

Cancellation

In the event either Party wishes to cancel this Agreement, the Party who wishes to cancel will provide 2 days written notice to the other Party stating the last day Services are to be provided ("Cancellation Date")

IN THE EVENT OF CANCELLATION ALL FEES BECOME DUE IMMEDIATELY.

Cancellation by Client

In the event the Client delivers notice of cancellation, any outstanding payments equaling the entire balance of the florals owing under this Agreement will immediately become due and payable to the florist on or before the Cancellation Date. The retainer is non-refundable.

Cancellation by the florist

In the event the florist delivers notice of cancellation (with cause), the florist will deliver a final invoice for all Services completed up to and including the Cancellation Date, as well as any outstanding payment owing for Additional Services added, less the retainer. The Client will pay the final invoice in accordance with the Payment terms. This final invoice may not equal the total amount of the contract, only the services received by the client up to the date of cancellation. As stated before, the retainer is non refundable under any circumstances. The florist will make every effort to make sure this is done in a timely manner so that the client may find alternative floral vendors.

Refunds

If Client cancels this Agreement for any reason whatsoever, Client is not entitled to any refund of any amounts previously paid to the florist, including the retainer.

Termination of Agreement

This Agreement will end when the Client has paid the Fee in full to the florist and the florist has performed the Services as set out in this Agreement. Any provisions that survive the termination of this Agreement will remain in full force.

CONFIDENTIALITY AND PRIVACY

Confidentiality and Non-Disclosure

The Parties acknowledge that during the Term, certain confidential information may be disclosed to the other Party, either orally or in writing. For the purpose of this Agreement, "Confidential Information" means information that is of value and is treated as confidential and proprietary by its owner, and includes, but is not limited to, financial data, marketing strategies, advertising campaigns, inventions, client lists, personal data, software, operation manuals, social media account metrics, passwords, intellectual property, trade secrets, and the contents of this Agreement ("Confidential Information"). Client and florist each agree not to disclose to any other person or entity or make use of the Confidential Information without the express written consent of the other, except to the extent that such disclosure is necessary to carry out their duties under this Agreement or as required by law. At the end of the Term or early cancellation of this Agreement, each Party will return all Confidential Information to the other, and will remain bound by their duty of confidentiality to the other.

Privacy Policy

The florist may collect personal information during the Term, including Client name, address, email address, phone number, billing information, financial and business information, or other personal information ("Personal Information"). By providing any Personal Information to the florist, Client consents and grants the florist permission to use and store such information in order to facilitate the Services. Client acknowledges and consents to the use of technology, telephones, e-mails, applications and third-party platforms that use video and audio, such as but not limited to, Zoom and Skype, and third-party payment providers to be used by the florist in order to deliver the Services. Client confirms the florist is not responsible for the terms and policies of any third-party platforms and it is Client's responsibility to review third-party privacy policies and terms and conditions.

INTELLECTUAL PROPERTY

Ownership and Use of Materials

Client acknowledges that all content and materials used and distributed in providing the Services, including any content or resources on the florists website, social media platforms and member portal (if applicable) belongs exclusively to the florist, the sole copyright owner of the original materials, unless stated otherwise. By receiving any unique and original materials from the florist as part of the Services, the florist will grant a limited non-exclusive royalty-free license to Client for their use only and as directed by the florist. Client is strictly prohibited from reproducing any part of the written, video, audio and digital materials or sharing them with others without florist's explicit permission to do so. The florist may use any and all photos,

videos or audios of the florals in any way she chooses, including but not limited to advertising. All of the florist's intellectual property, including copyrighted materials and trademarks, will remain the sole property of the florist.

RELEASE, INDEMNITY AND WAIVER

PLEASE READ CAREFULLY. Client acknowledges and understands that they are waiving certain legal rights by signing this Agreement.

Voluntary Assumption of Risks

Client acknowledges there are certain risks associated with the florist providing the Services, including, but not limited to, financial, physical, emotional, and damages and Client voluntarily assumes all risks.

Financial Disclaimer

Client understands and agrees that in using the Services, the florist is not providing legal, tax, or accounting advice. The florist strongly encourages the Client to seek specific legal, tax, and accounting related inquiries to appropriately qualified professionals.

No Warranty

Client acknowledges that the florist makes no warranty that the Services will lead to any specific Client goal or particular results and the florist makes no promise that each Client will experience the same or similar results. Client acknowledges that the Services and materials provided are provided without any express or implied warranties of any kind.

No Earnings Guarantee

Client acknowledges the florist makes no warranty or guarantee that Services will lead to any specific earnings, business growth or financial results or that Client will experience the same or similar results as others who use the Services.

Release, Waiver, and Indemnity

Client releases, indemnifies and saves harmless florist, its directors, officers, agents, employees, contractors, volunteers, heirs, executors, administrators, successors, and assigns, as applicable (collectively, "Released Parties") from any and all liability and damages arising from the Services, including financial damages, however caused, including negligence, during Client's engagement of the florist for the Services. Client further agrees to forfeit all forms of legal recourse which may be available to Client, including but not limited to any form of damages, costs, losses or expenses as a result of the Services. Client acknowledges this release of liability is binding on Client's heirs, executors and anyone else who may be able to bring a legal action on Client's behalf in the future. This clause survives the expiration or early termination of this Agreement.

Limitation of Liability

In the event the florist is found liable for any reason for damages arising directly or indirectly from this Agreement, liability will be limited to the greatest extent possible in the governing jurisdiction and in no case exceed the Fee paid by Client to florist.

Testimonials

If you have enjoyed the Services, the florist would greatly appreciate an honest written testimonial about your experience working together. Upon request, please provide the florist a written testimonial, photo (if applicable), and any other information that may be required, and in doing so Client permits the florist to use and share the materials provided in print or online and for any promotional and/or marketing purposes. If there are personal details Client wishes to exclude from the testimonial, such as full name, please notify the florist.

GENERAL

Relationship of Parties

Nothing in this Agreement will be understood to create an employment, joint venture or partnership relationship between florist and Client. The relationship is strictly that of florist delivering the Services as a service provider. Further, the relationship does not extend to any relationship beyond the Services.

Good Faith

Each Party agrees it has acted in good faith and will continue to do so during the Term of this Agreement. This extends to good faith during any dispute resolution process.

Governing Law and Jurisdiction

This Agreement is governed by and interpreted in accordance with the laws of Alberta and the federal laws of Canada where applicable. Any disputes arising directly or indirectly from this Agreement will be submitted and heard exclusively in the courts of [Edmonton, Alberta].

Dispute Resolution

In the event any dispute arises between the Parties in relation to this Agreement or a breach of this Agreement and the dispute is not resolved by negotiation, the Parties agree to submit the dispute for mediation prior to pursuing any other available remedy in relation to the dispute. The Parties may agree to virtual mediation, when available.

Force Majeure

Neither Party will be responsible for delays resulting from causes beyond their reasonable control, including without limitation fire, explosion, floods, storms, pandemics, state of emergency, hazardous situations, war, strike, or riot, and either Party may choose to excuse themselves from further performance of their obligations under this Agreement if such occurrence materially affects the performance of Services. The Party relying on Force Majeure will give the other Party reasonable notice of their desire to terminate or suspend the Services. Notwithstanding, all payments owing for Services rendered will remain due and payable with such amount to be determined by the florist.

Notice

Any notice to be given under this Agreement must be directed to the other Party using the contact information first set out above or as may otherwise be directed ("Notice"). For the purposes of this Agreement, e-mail will be considered sufficient for delivery of Notice. Notice will be deemed to be delivered on the date and time when the Notice is sent.

Assignment

This Agreement may not be assigned to any other party except with the express written consent of the other Party.

Severability

If any of the provisions of this Agreement are found to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not, to the extent permitted by law, in any way be affected and will remain enforceable.

Waiver of Breach

The waiver by one Party of any breach of this Agreement by the other Party will not be taken to be a waiver of any future breaches by the breaching Party. The non-breaching Party reserves the right to exercise or enforce their rights at a later date.

Full Agreement

This Agreement constitutes the full agreement between the Parties and supersedes any prior negotiation, understanding or Agreement between the Parties, whether oral or written, on the matters contained in this Agreement.

Amendments

The Parties may only amend this Agreement by mutual written agreement.

Survival

Any term of this Agreement which addresses performance or observance following the early termination or expiration of this Agreement will survive and continue to be in full force and effect. All things considered confidential during the Term will survive and always remain confidential.

Counterparts and Electronic Signing

This Agreement may be signed electronically and/or in counterparts that, when taken together, constitutes a fully signed and legally binding Agreement.

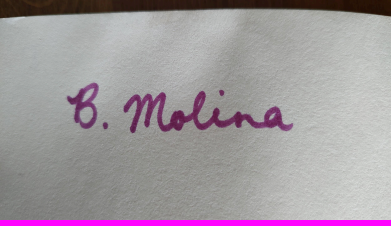
[SIGNATURES ON NEXT PAGE]

The Parties are signing this Agreement as of the Effective Date.

CLIENT NAME: _____

[SIGNATURE] _____

FLORIST NAME:Brittny Molina

A photograph of a white rectangular card with a black border. The card is placed on a dark surface. In the center of the card, the name "B. Molina" is written in a cursive, dark ink.

[Brittny Molina]