

Darryl & Co.  
483 W 38<sup>th</sup> St.  
Houston, Texas 77018  
Phone (713) 863 – 0400  
Fax (713) 864 – 1893  
<http://www.darrylco.com>



## EVENT SERVICE AGREEMENT

This Event Service Agreement is made between Darryl & Co. and Client,

\_\_\_\_\_ effective as of this day \_\_\_\_\_

*(Client Name)*

*(Date of signing)*

The parties agree that Darryl & Co will provide event furnishings and decorating services as described on the attached proposal.

**PAYMENT:** Payments made will reserve the services/decor. The Services may not be reserved if the Client fails to make the payments. Clients may pay by cash, check, or credit card. If paying by credit card, the client must fill out a Credit Card Authorization Form.

**DEPOSIT:** A deposit of twenty five percent (25%) (non-refundable) of the total proposal is due upon acceptance of the contract by Client. No less than 60 days prior to event the Client will make an additional payment of Fifty Percent (50%) bringing the total deposits to Seventy Five (75%) of the total fee. The final payment will be due 30 days prior to the event.

### **RESCHEDULE, RELOCATION, CHANGES OR CANCELLATION OF EVENT:**

If Client changes the location, date or time of the event for any reason, including but not limited to weather, Client acknowledges and agrees that the services are subject to availability of goods sold and staff availability. If any furnishing and decorations are not reasonably available, Darryl & Co. may make a reasonable substitution within its discretion. Darryl & Co. will notify Client as soon as possible of the change.

If Client decides to change the type of floral products used less than Fourteen (14) days prior to the event date, Client agrees to pay the original fee associated to the original floral products as stated in the proposal, plus any additional cost associated with changing the floral products. Client has the right to use all floral products purchased.

If Client notifies Darryl & Co of the cancellation more than thirty (30) days from event, Darryl & Co. shall retain the initial deposit plus any additional costs.

If Client notifies Darryl & Co of intent to cancel fourteen (14) days prior to event date – Darryl & Co will retain all payments made by client and Client shall pay any outstanding and unpaid amounts due.

**DAMAGE:**

Client agrees that if guests or other vendors (not associated with Darryl & Co) cause damage to any furnishings and or goods provided by Darryl & Co, Client will assume the responsibility of said damages.

**PICTURES AND MARKETING:**

Client agrees that Darryl & Co may take pictures of the furnishings and decorations and any other goods provided by Darryl & Co to be used for Marketing and/or Advertising without prior notice. By Client signature of this agreement, Client expressly grants consent to Darryl & Co.

**ADDITIONAL FEES:**

If the Client has contracted Darryl & Co. and given the times/dates and teardown times those times will be strictly adhered to. If Darryl & Co. arrives at said venue at the agreed to time and the event is still in process the Client will be charged according to the crew and time of wait.

The internal laws of the State of Texas shall govern the interpretation and enforcement of this Agreement. The sole and exclusive venue for any lawsuit relating to this Agreement shall be a court of competent jurisdiction in Houston, Harris County, Texas.

Acceptance of Client \_\_\_\_\_

Darryl & Co. Associate \_\_\_\_\_