

Elegant Décor & Rentals

Luxury Rentals for Unforgettable Events

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Western Massachusetts



EVENT RENTAL, FLORAL & DECOR SERVICES AGREEMENT

A clear, professional agreement for unforgettable celebrations

CLIENT NAME	_____	EVENT DATE	_____
VENUE	_____	AGREEMENT NO.	_____

IMPORTANT: This agreement becomes binding only when signed by both parties and the required reservation retainer has cleared.

1. PARTIES, EVENT & DOCUMENTS

This Event Rental, Floral & Decor Services Agreement (the “Agreement”) is between Elegant Decor & Rentals (“Elegant Decor,” “we,” “us,” or “our”) and the client identified below (“Client,” “you,” or “your”).

Client legal name _____

Partner / co-client	_____
Billing address	_____
City / State / ZIP	_____
Primary phone	_____
Email	_____
Event type	_____
Event date	_____
Venue name	_____
Venue address	_____
Venue contact / phone	_____
Guest count estimate	_____

1.1 Incorporated Documents

The final proposal, invoice, rental inventory list, design plan, approved inspiration images, written change orders, venue rules supplied to us, and any schedules attached to this Agreement are incorporated into this Agreement. If terms conflict, the most recently signed written change order controls only for the item it changes; all other Agreement terms remain in effect.

2. RESERVATION, RETAINER & PAYMENT

2.1 Reservation Requirements

Your date and inventory are not reserved until we receive: (a) this signed Agreement, and (b) a reservation retainer equal to 30% of the estimated contract total, unless a different amount appears on the invoice. The reservation retainer compensates us for immediately holding the date, reserving inventory, beginning design and administrative work, and declining other opportunities. It is non-refundable except where this Agreement expressly states otherwise or applicable law requires otherwise.

2.2 Balance and Payment Method

- The remaining balance is due no later than 7 calendar days before the first scheduled delivery, pickup, or installation time, whichever occurs first.
- Orders under \$100 are due in full when booked.
- Accepted payment methods are those stated on the invoice. Checks must clear at least 14 calendar days before the event.
- Client is responsible for approved additions, venue-driven labor, overtime, parking, tolls, permits, and other charges authorized under this Agreement, even when billed after the event.

2.3 Late or Failed Payment

If any required payment is late, declined, reversed, or disputed, we may pause work, withhold delivery or installation, cancel the reservation, or require a different payment method. Any late charge or collection cost will be limited to the amount permitted by applicable law and disclosed on the invoice or a written notice.

Payment timing matters. Because wedding inventory, floral product, labor, vehicles, and installation crews are committed in advance, unpaid balances can place the entire event schedule at risk.

3. SECURITY / DAMAGE DEPOSIT

A refundable security or damage deposit may be required and will be shown separately on the invoice. It is not a payment toward the rental balance. We may place an authorized card hold or collect the deposit by an approved method before release of inventory.

- The deposit may be used for missing items, breakage, stains, wax, burns, tears, excessive cleaning, wet or mildewed linens, unauthorized alterations, late return, abandoned items, venue fines caused by Client or guests, and additional retrieval labor.
- After return and inspection, any remaining deposit will be released or refunded within 14 business days when reasonably practicable. Complex claims, hidden damage, replacement sourcing, or third-party charges may require additional time; we will provide a reasonable explanation.
- If charges exceed the deposit, Client must pay the difference within 7 calendar days after receiving an itemized statement.

4. DESIGN, INVENTORY & SUBSTITUTIONS

4.1 Creative Direction and Approval

We will use the approved proposal and design direction as the standard for performance. Inspiration photographs communicate style and mood; they are not a promise of exact duplication because venues, dimensions, flower availability, lighting, season, product variation, and safety requirements differ.

4.2 Floral and Material Substitutions

Flowers, greenery, fabrics, candles, containers, and decor components are subject to season, quality, shipping, and market availability. We may make substitutions of comparable style, color family, value, and visual impact when reasonably necessary. We will seek approval for a material design change when time permits, but emergency substitutions may be made to protect the overall design and event schedule.

4.3 Color and Photography Variations

Natural flowers and textiles may vary in shade, size, texture, and bloom stage. Screen colors, filters, venue lighting, and professional photography can alter appearance. Minor variations are not defects.

4.4 Client-Supplied Items

Client-supplied decor must be disclosed and delivered by the agreed deadline, labeled, clean, safe, assembled as required, and compatible with the design. We are not responsible for hidden defects, missing parts, sentimental value, or damage to fragile client property unless caused by our gross negligence or willful misconduct.

5. CHANGES, REDUCTIONS & ADDITIONS

All changes must be requested in writing by email or an approved electronic system. A change is not accepted until we issue a revised proposal, invoice, or written confirmation. Verbal requests to crew members are not binding.

- Reductions requested more than 14 calendar days before the first service date are subject to work already performed, committed labor, reserved inventory, special orders, and minimums.
- Within 14 calendar days of the first service date, quantities and services may not be reduced. Additions remain subject to availability and rush charges.
- Special-order florals, custom fabrication, personalized goods, tents, arches, structures, printed items, and items acquired specifically for Client are non-cancelable once ordered or production begins.
- Once an order is packed or loaded, changes may require repacking, restocking, additional vehicles, or warehouse pickup fees.

6. DELIVERY, CLIENT PICKUP & RETURN

6.1 Delivery Scope

Delivery pricing is based on the address, load, vehicle needs, crew size, access, schedule, and venue restrictions known when quoted. Standard delivery assumes safe truck access and a ground-floor loading area, dock, garage, or other location reasonably close to the vehicle.

6.2 Additional Access Charges

Additional labor or transportation charges may apply for stairs, elevators, long carries, narrow passages, high-rises, difficult terrain, limited loading time, remote parking, security procedures, union labor, required escorts, waiting time, or access conditions not disclosed before booking.

6.3 Delivery and Pickup Windows

Unless the invoice states otherwise, regular operating delivery and retrieval hours are 8:00 a.m. to 8:00 p.m. We require a two-hour arrival window for delivery and a two-hour arrival window for retrieval. Exact times are not guaranteed unless a specific timed service is purchased and confirmed in writing. Services outside regular hours, on Sundays, or on holidays may incur additional fees.

6.4 Client Pickup

For approved client pickup orders, the authorized person must present identification, use a suitable clean and enclosed vehicle, follow loading instructions, and secure all items. We may refuse release if the vehicle or loading method is unsafe. Responsibility transfers to Client when items are released and continues until we accept their return.

6.5 Return Preparation

All rentals must be dry, free of food and loose debris, repacked in their original containers, restacked as delivered, and gathered in one secure pickup location. Flowers, greenery, fabrics, structures, and rental items may not be cut, painted, stapled, nailed, pinned, glued, taped, or otherwise altered without written permission.

7. INSTALLATION, VENUE ACCESS & STRIKE

Client must secure sufficient venue access for delivery, installation, inspection, and removal. Client is responsible for confirming loading rules, ceiling and wall restrictions, fire code, candle policy, power availability, sprinkler clearance, floor protection, insurance requirements, and required permits.

- Delays caused by locked doors, unfinished rooms, vendor conflicts, late venue turnover, missing approvals, or unsafe conditions may result in overtime, reduced scope, or rescheduling charges.
- Only our authorized crew may move, reconfigure, dismantle, or remove our installations unless we provide written permission.
- At strike, the venue and Client must keep guests and vendors away from active work areas. We may stop work if conditions are unsafe.
- If rental items are missing or inaccessible at the scheduled retrieval, Client is responsible for additional trips, labor, storage, and replacement charges.

8. OUTDOOR EVENTS, WEATHER & SAFETY

Client must maintain an adequate weather contingency plan for every outdoor or tented event. We may refuse, modify, lower, secure, or remove decor when wind, rain, lightning, heat, cold, unstable ground, fire risk, or another condition creates a safety concern or risks damage.

- Structures, arches, hanging elements, candles, electrical decor, and tall centerpieces require stable surfaces and may be restricted by weather or venue rules.
- Client must provide a dry, covered, secure backup location when requested. Moving an installation after setup may require additional labor and is subject to feasibility.
- Weather-related design changes made for safety do not create a refund when we have delivered substantially equivalent services or incurred the contracted costs.

9. LINENS, CANDLES & SPECIAL CARE

9.1 Linens

Linens must be returned dry and free of wax, gum, permanent marker, paint, mildew, tears, burns, and excessive staining. Wet linens must not be sealed in plastic. Client may purchase ironing or steaming services when offered. Transport folds and minor creasing are normal and are not defects.

9.2 Candles and Open Flame

Candles may be used only with venue approval and in compliant holders. Client is responsible for fire-code compliance, supervision, and damage caused by guests or other vendors. Wax damage, soot, scorched fabric, or fire damage is chargeable to Client.

9.3 Floral and Greenery Care

Fresh floral products are perishable. Client must maintain reasonable temperature and protect arrangements from direct sun, freezing, heat vents, drafts, and handling. We are not responsible for deterioration caused by venue conditions or relocation after installation.

10. LOSS, DAMAGE & CLIENT RESPONSIBILITY

Client is responsible for rental property from the time of delivery or release until accepted back by us, including conduct of guests, venue staff, planners, caterers, entertainers, and other vendors. Ordinary wear is expected; loss and damage beyond ordinary wear are chargeable at repair cost or current replacement cost, plus reasonable sourcing and administrative expenses.

- Rental charges do not purchase the item and are not credited toward replacement.
- Client must promptly report damage, theft, injury, or an incident involving our property.
- We may photograph items and event areas before and after service to document condition and placement.
- Client may not abandon, discard, donate, or substitute any rental item.

11. CANCELLATION, POSTPONEMENT & RESCHEDULING

11.1 Client Cancellation

Client may cancel only by written notice. The reservation retainer remains non-refundable. In addition, Client is responsible for completed design work, committed labor, non-cancelable purchases, custom fabrication, special-order product, and other costs incurred before cancellation. Any remaining prepaid amount, after authorized deductions, will be handled as required by applicable law.

11.2 Rescheduling

A request to change the event date is subject to our written approval, the new date's availability, updated pricing, vendor commitments, and a rescheduling fee if stated in a change order. Payments already applied may be transferred only as expressly confirmed in writing. A new date is not reserved until a written amendment is signed.

11.3 Cancellation by Elegant Decor

We may terminate for nonpayment, material misrepresentation, harassment, unsafe conditions, illegal activity, failure to obtain venue approval, or a material breach that is not timely cured. We will account for payments and completed or committed work as permitted by law.

12. FORCE MAJEURE & IMPOSSIBILITY

Neither party is liable for delay or failure caused by circumstances beyond reasonable control, including severe weather, natural disaster, fire, epidemic or public-health order, government action, road closure, utility failure, labor disruption, transportation interruption, venue closure, supply-chain failure, or similar event. The affected party must provide prompt notice and reasonable cooperation. We may propose substitution, reduced scope, alternate timing, credit, or rescheduling based on work performed, costs committed, and availability. Nothing in this section waives rights that cannot lawfully be waived.

13. INSURANCE, THIRD PARTIES & LIMITATION OF LIABILITY

13.1 Venue and Event Insurance

Client is encouraged to obtain event cancellation, liability, and property-damage insurance. If the venue requires a certificate of insurance, additional insured status, permits, or special endorsements, Client must notify us before booking and pay any related cost.

13.2 Other Vendors

We are not responsible for the acts, omissions, timing, products, or performance of venues or other vendors. Client must coordinate a realistic production schedule and disclose any installation that may interfere with our work.

13.3 Limitation

To the fullest extent permitted by law, neither party will be liable to the other for indirect, incidental, special, exemplary, or consequential damages. Our aggregate liability arising from this Agreement will not exceed the amount Client actually paid to us for the affected services, except where a limitation is prohibited by law or the loss results from gross negligence, willful misconduct, or another non-waivable basis of liability.

13.4 Indemnification

To the fullest extent permitted by law, Client will defend, indemnify, and hold Elegant Decor harmless from third-party claims arising from Client's breach, unsafe instructions, unauthorized alteration or movement of rentals, violation of venue rules, or negligent or intentional conduct by Client or Client's guests or vendors. This obligation does not apply to the extent a claim is caused by our negligence or willful misconduct.

14. PHOTOGRAPHY, PRIVACY & MARKETING CHOICE

We may photograph our installations, inventory, and work areas for quality control and portfolio purposes. We will not intentionally publish private client information. Please select one option:

- ☐ Client authorizes use of photographs or video of the decor and event environment for Elegant Decor's website, portfolio, social media, awards, and advertising.
- ☐ Client authorizes decor-only images but requests that identifiable guests not be featured.
- ☐ Client declines marketing use. Operational and condition-documentation photographs remain permitted and confidential.

15. COMMUNICATIONS & CLIENT AUTHORITY

The primary client contact may approve routine design, schedule, and invoice changes unless Client identifies another authorized decision-maker in writing. We may rely on written approvals sent from the email address or phone number provided by Client. Client is responsible for timely decisions and accurate information.

Authorized planner / representative: _____ Email / phone: _____

16. DISPUTES, GOVERNING LAW & GENERAL TERMS

16.1 Good-Faith Resolution

Before filing a claim, the parties will make a good-faith effort to resolve the dispute through direct written communication. Either party may propose non-binding mediation. This requirement does not prevent either party from seeking emergency relief or using a court with appropriate jurisdiction.

16.2 Governing Law and Venue

Massachusetts law governs this Agreement, without regard to conflict-of-law principles. Any lawsuit must be filed in a court with lawful jurisdiction, subject to any consumer rights that require a different forum.

16.3 Entire Agreement; Severability; Waiver

This Agreement and its incorporated documents contain the entire agreement and replace prior discussions about the same services. Changes must be in a writing accepted by both parties. If any provision is unenforceable, the remaining provisions remain effective and the invalid provision will be limited to the minimum extent necessary. A waiver on one occasion is not a continuing waiver.

16.4 Assignment

Client may not transfer this Agreement without our written consent. We may use qualified employees, subcontractors, floral suppliers, drivers, installers, and specialty vendors while remaining responsible for our contracted scope.

16.5 Electronic Records and Signatures

The parties consent to electronic delivery, electronic records, and electronic signatures. A signed PDF, verified e-signature, or other electronic acceptance attributable to the signing party will be treated as an original to the extent permitted by law.

SCHEDULE A - ORDER & SERVICE SUMMARY

Attach the final proposal and invoice. This schedule is a concise confirmation page; detailed quantities, dimensions, colors, and prices should appear in the attached proposal or invoice.

DETAIL	CONFIRMED INFORMATION
Contract / proposal number	_____
Event date and service window	_____
Delivery date / window	_____
Installation start / completion	_____
Event end time	_____
Strike / retrieval window	_____
Client pickup / company delivery	_____
Venue access notes	_____
Special-order / custom items	_____
Weather backup location	_____

SCHEDULE B - VENUE, ACCESS & SAFETY CHECKLIST

CHECK	ITEM	NOTES / RESPONSIBLE PARTY
☐	Loading dock / closest entry confirmed	_____
☐	Parking, tolls, permits, or loading fees disclosed	_____
☐	Stairs, elevators, long carry, or high-rise access disclosed	_____
☐	Installation and strike access times confirmed in writing	_____
☐	Venue candle and open-flame rules confirmed	_____
☐	Wall, ceiling, sprinkler, rigging, and hanging rules confirmed	_____

Use this page for client pickup orders, high-value rentals, or any event where condition documentation is helpful. Photographs may be attached.

[illegible]

Returned / inspected by: _____ Date / time: _____ Follow-up required: ☐ Yes ☐ No

Please read before signing. By signing, each party confirms that it has reviewed the Agreement, had the opportunity to ask questions, and agrees to be bound by the Agreement and all attached or incorporated documents.

RESERVATION RETAINER	30% unless invoice states otherwise; non-refundable as described in Section 2.
FINAL BALANCE	Due 7 calendar days before first delivery, pickup, or installation.
REDUCTION DEADLINE	14 calendar days before first service date, subject to committed costs and minimums.

DAMAGE RESPONSIBILITY

Client is responsible from release/delivery until accepted return.

MARKETING CHOICE

The selected option in Section 14 controls.

CLIENT SIGNATURE**ELEGANT DECOR & RENTALS****Printed name:** _____**Authorized representative:** _____**Signature:** _____**Signature:** _____**Date:** _____**Date:** _____

DOCUMENT NOTE: This is a business contract template prepared specifically for Elegant Decor & Rentals using original wording. It is not a substitute for advice from a licensed attorney. Before use, have Massachusetts counsel review the final business name, cancellation structure, deposit practices, insurance requirements, limitation-of-liability language, and any venue-specific provisions.