This Contract (the “Contract”) states the terms and conditions that govern the contractual agreement between **D. LUX EVENTS & VENUES, LLC**

and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_the “Client”) who agrees to be bound by this Contract.

WHEREAS the Client is conducting a

**Celebration held at 533 N Spring Street, Winston Salem, NC 27101 on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

WHEREAS, D. Lux Events & Venues, LLCagrees to decorate/design the Event to the terms and conditions herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises made by the parties within this Contract, **D. Lux Events & Venues, LLC** and the Client (individually, each a “Party” and collectively, the “Parties”) covenant and agree as follows:

# SCOPE OF SERVICES:

**D. Lux Events & Venues, LLC** agrees to provide the services described in the Proposal (hereinafter

“Proposal”. In the event of any conflict between this Agreement and any standard order of work, this Agreement shall prevail. **D. Lux Events & Venues, LLC** shall handle the event's management and/or planning duties in the manner described on Schedule A attached hereto.

# CONDUCT OF SERVICES:

All work shall be performed in a workmanlike and professional manner consistent with industry standards.

# METHOD OF PERFORMING SERVICE:

Client shall have the right to determine the theme, event type, event location, date, and time

for the event. **D. Lux Events & Venues, LLC** shall, however, be entitled to exercise general power of supervision and control over the results of the work, including the right to inspect, the right to stop work, the right to make suggestions or recommendations as to the details of the work, and the right to propose a modification to the work.

# PROMOTIONS:

The CLIENT hereby authorizes **D. Lux Events & Venues, LLC** to utilize their logo and associated trademarks (if any) as well as any media, photos, or footage from the EVENT, in promoting **D. Lux Events & Venues, LLC** services. CLIENT authorizes **D. Lux Events & Venues, LLC**, its assigns and transferees to copyright, use and publish the same in print and/or electronically. It is agreed that **D. Lux Events & Venues, LLC** may use such photographs of a CLIENT with or without name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and Web content.

# RETAINER:

This fee secures the date, time, and services of **D. Lux Events & Venues, LLC,** and is non-refundable or transferable in the event of cancellation. No part of the contract or terms and conditions may be altered without agreement by both parties nor may it be transferred or sublet by the CLIENT. Full payment must be received no later than 30 days prior to the scheduled event. Your event date will be reserved upon receipt of this contract and payment of the non-refundable retainer fee, whichever occurs first.

# PAYMENTS:

To avoid injury, issue, delay, errors in setup, damages, loss, and conflict in design, we ask

that you instruct all other vendors and visitors to remain outside of the set-up area until **D. Lux Events & Venues, LLC**

Design services for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ has been booked for **(Date)*\_\_\_\_\_\_\_\_\_\_\_\_ .***The total cost to be paid to **D. Lux Events & Venues, LLC** by the CLIENT for the services hereunder shall be **(Total to be Paid by Client) *$\_\_\_\_\_\_\_\_\_\_\_\_.*** A payment of **(Down- Payment)*$\_\_\_\_\_\_\_\_ or*** (50% of the total cost) is due at signing as a retainer. Full payment must be received no later than **7 days prior to the scheduled event**. The dates on which payments are due are listed on the payment schedule attached hereto as Schedule B (if any). You may make payments towards your remaining balance of **(Clients Remaining Balance) $\_\_\_\_\_\_\_ in** any amount until **(Paid in Full Date) of \_\_\_\_\_\_\_\_\_\_\_** whereas the balance must be at ***$0.***

# CREDIT CARD TERMS:

A valid credit card must be kept on file. The credit card will be used for damages, missing items, late fees, replacement fees, cleaning fees, or added services as outlined within this contract. The credit card will be charged if changes are made on the day of the event, such as added services, labor, or additional items requested or required. Late payments – refer to any payment not received in our office ten (30) days prior to the event date.

Payments after this date must be made in our store using cash or credit card. **Payment by check is NOT accepted**.

# RESPONSIBLE PARTY:

CLIENT shall be held financially responsible for theft or damage to **D. Lux Events & Venues, LLC** property.

Your service includes set-up and breakdown of the rented items and decorations provided by **D. Lux Events & Venues, LLC**. On **(Date) \_\_\_\_\_\_\_\_\_\_\_\_\_** we will arrive between **(Time)** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*** to begin setup.

 has completed the set-up and taken photographs for your file. Per request, we will arrive by **(TIME TO RECOVER EVENT**) to break down your event. If items are not accessible upon pick-up, an additional day rental fee and the additional trip fee will be charged, regardless of fault.

# CHANGES:

All order/service changes must be placed in writing or emailed to avoid any confusion regarding your request. You may add to your services but cannot deduct. A detailed invoice will be submitted following any changes to our order by email. Paper copies are provided on request. Additional services required will be billed to you. Emails are considered legal and binding and do not require a signature to be valid.

For events scheduled 30-60 days from the date of retainer, you may make changes to your theme/event color within 10 days. For events scheduled beyond 60 days, you make changes to your theme/ event colors up to 30 days after the date of retainer.

The client shall pay additional charges for changes requested on a timely and material basis. Such charges shall be in addition to all other amounts payable under the PROPOSAL, despite any maximum budget, contract price, or final price identified therein. **D. Lux Events & Venues, LLC** may extend or modify any delivery schedule or deadlines in the PROPOSAL and deliverables as may be required by such changes.

# NON-PAYMENT/BREACH OF CONTRACT:

No services contained in this contract will be rendered, delivered, or available if the balance is not paid in full prior to your event. Payments will not be accepted beyond the event date, NO EXCEPTIONS.

The following circumstances are considered a breach of contract:

If payments are not received by the event date and the credit card on file becomes invalid, expires, or we are unable to authorize it, your non-payment will be considered a breach of contract, and all previous payments are forfeited.

outside the control of either party, such as, but not limited to:

1. A natural disaster (fires, explosions, earthquakes, hurricanes, flooding, storms, or infestation); or
2. War, Invasion, Act of Foreign Enemies, Embargo, or other Hostility (whether declared or not); or
3. Any hazardous situation created outside the control of either party such as a riot, disorder, nuclear leak or explosion, or act or threat of terrorism.

If full payment has not been received by **(Date)**

 ***\_\_\_\_\_\_\_\_***and no other arrangements have been approved by **D. Lux Events & Venues, LLC**, we will consider your rented items and services available for another client’s use. **D. Lux Events & Venues, LLC** is not contractually obligated to accept payments beyond the due date, nor refund previous payments. We will schedule another client’s event on your event date if we have been unsuccessful in contacting you or obtaining a response from you regarding payment. We will attempt to contact you using all phone numbers, email addresses on file. You will not receive a notice by mail.

# CANCELLATIONS:

Please be aware that once the contract is signed, and your event is scheduled, all other clients have been refused your specific rentals and services for your event date, and thus all payments are non-refundable. All services may be canceled if received in writing no later than 30 days prior to the event. You would not be obligated to pay the balance of your invoice.

# FORCE MAJEURE:

Notwithstanding the above, either party may choose to be excused from any further performance obligations in the event of a disastrous occurrence.

# CLEAN-UP:

**D. Lux Events & Venues, LLC** does not provide a cleaning service for your event. CLIENT is expected to provide sufficient supervision to minimize spillage of food and beverages on linen, centerpieces, and rental chairs provided by **D. Lux Events & Venues, LLC**

**D. Lux Events & Venues, LLC** will provide Set-up and Breakdown services for your event; upon setup we will ensure that the items used for your event are in good, suitable condition, and free from any stains, cuts, or tears. **D. Lux Events & Venues, LLC** will perform the breakdown of your event but will not be required to inspect these items at the breakdown. This will be done by our warehouse manager, and you will be notified by phone of any missing or damaged items within seven (7) days **D. Lux Events & Venues, LLC** will notify you within one week of the event if damages are discovered, or items are found to be missing upon sorting, laundering, and counting. Damaged items are discarded within 10 days unless the client requests to come to pick them up. After 10 days, the client gives up rights to these item(s). Photos of damage will be submitted as proof upon request. If damaged items are not paid for within 7 days, the credit card on file will be billed, unless payment arrangements have been set up with **D. Lux Events & Venues, LLC**

# DAMAGED OR LOST ITEMS:

CLIENT assumes full responsibility for ALL items supplied by **D. Lux Events & Venues, LLC** for the design of your event and agrees to pay the full replacement cost for lost or damaged items.

Client agrees to pay for any damage to or loss of items, regardless of cause, except reasonable wear. Accrued rental charges cannot be applied against the purchase or cost of repair of damaged or lost items.

**Items damaged beyond repair or normal cleaning.**

**will be paid for at its replacement cost when rented.**

**.**

Please avoid getting candle wax on the linens as it will not be able to be removed and you will be charged for replacement.

# CONDITION:

Since **D. Lux Events & Venues, LLC** does have a damage policy, our chair covers are in new, excellent, or good condition when rented to our clients. Small discrepancies or shoe marks on the bottom of the chair cover are normal and you will not be charged for covers returned in good condition with minimal shoe markings. (A tiny unnoticeable mark on the bottom part of your rented chair cover is considered good condition.)

# WAX DAMAGE TO LINEN:

If damage or stains occur which require extra cleaning, the client will be notified and billed for such services within 10 days after the event. Such damage would include wax stains and burns. If burns occur, the item is considered a total loss and must be replaced. The renting party is responsible for the total cost of replacing the damaged item within 10 days after being notified of the damaged rental.

If there are wax stains on rental items, regardless of size, the item will be considered damaged and will need to be replaced. The renting party is responsible for the total cost of replacing the damaged item within 10 days after being notified of the damaged rental.

# CHOCOLATE STAINS:

For clients renting linens for use with chocolate fountains, **D. Lux Events & Venues, LLC** recommends the use of a plastic table covering the chocolate fountain, and or any service items where chocolate will be dispensed or served. This will prevent permanent damage to our linens and possible replacement fees to your account. If the client refuses the covering, the client is RESPONSIBLE in totality for all damages that may occur during the rental. The renting party is responsible for the total cost of replacing the damaged item within 10 days after being notified of the damaged rental.

# TERM AND TERMINATION:

This Agreement shall commence upon the Effective Date and shall remain effective until the Services are completed and delivered. This Agreement may be terminated at any time by either party effective immediately upon notice, or the mutual agreement of the parties.

In the event of termination **D. Lux Events & Venues, LLC** shall be compensated for the services performed through the date of termination in the amount of:

* 1. Any advance payment
	2. A pro-rated portion of the fees due, or
	3. Hourly fees for work performed by **D. Lux Events & Venues, LLC** as of the date of termination, whichever is greater; and CLIENT shall pay all Expenses, and fees out of pocket together with any Additional Costs incurred through and up to, the date of cancellation. All sales are final. As such, should the client/renter opt to cancel for any reason, any remaining balance is voided.
	4. **All payments that have been made to D. Lux Events & Venues, LLC are NON-REFUNDABLE.**

# APPLICABLE LAW:

This Contract and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of **North Carolina** and subject to the exclusive jurisdiction of the federal and state courts located in **Forsyth County, NC**

# ACCEPTANCE:

I \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(print name)

ACKNOWLEDGE READING AND UNDERSTANDING THIS AGREEMENT AND ALL PARTS THEREOF AND I ACCEPT ALL TERMS AND CONDITIONS OF THIS AGREEMENT AND POLICIES.

**Sign**

**Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**