

PARTY FAVOUR FOR ACS, LLC

SERVICE AGREEMENT

This Party Favour for Amphorae Creative Services, LLC Service Agreement (the “Agreement”) is dated as of Click here to enter a date., by and between: Party Favour for ACS, LLC (“Contractor”) and Click here to enter text. (“Client”) (Collectively the “Parties”).

The Parties agree as follows:

1. SERVICES: Contractor will perform the cake design and or other services described below (the “Services”): (check all that apply)

[ ] Cake services:

[ ] Party cake

 [ ] Wedding cake

[ ] Open Photo Booth

[ ] Other services:

[ ] Delivery

[ ] Equipment pick-up

[ ] Figurine (center piece) design and creation

[ ] Cake’s stand design and creation

[ ] Cake stand rental

(Attach an appendix if you require more space to detail other services)

2. CAKE DESIGN: Contractor will design and prepare a cake with the following description:

Click here to enter text. (If no cake is to be designed, write “not applicable”)

3. PROJECT DESCRIPTION: The cake to be provided by Party Favour for Amphorae Creative Services, LLC is described in the attached order. Any changes to this order must be made no later than Fourteen (14) days prior to the event date. Any changes made less than 14 days prior to the event date cannot be guaranteed and will only be made at additional cost to be determined at point of change.

Click here to enter text.

4. TIME OF COMPLETION:

a. The Services shall be performed for Click here to enter hour.Choose an time. (Please specify the type or name of event, if desired), which commences at Click here to enter hour. Choose an time., and concludes at Click here to enter hour. Choose an time., at (location) . All Services must be completed in time to accommodate the schedule above. Time is of the essence.

b. The Services shall be completed Choose an frequency., commencing onClick here to enter a date.. The Services shall be performed on (insert day of the week) between the hours of Click here to enter time. Choose an time..

5. EQUIPMENT:

a. Client shall provide the following equipment for Contractor’s use when performing the Services:Click here to enter text.. Contractor shall provide all other equipment necessary to perform the Services.

b. When performing the Services, Contractor will use his/her own equipment. All equipment will be returned by Client unless arrangements have been made for Contractor pick-up of equipment.

6. PAYMENT: (mark the applicable provision)

Client shall pay Contractor for the Services the sum of Click here to enter text. Dollars ($Click here to enter numeric dollar amount.).

Client shall pay Contractor a deposit for the Rental of Equipment the sum of Click here to enter text. Dollars ($Click here to enter numeric dollar amount.).

The payment(s) shall be paid in the following manner:
a. To secure your event date Party Favour for Amphorae Creative Services, LLC will decline other work. Accordingly, you agree to the following payment arrangement: A deposit of 50% of the total contract price is due upon signing this contract, of which $50.00 is non-refundable. The remainder of the total price shall be due five working days before the Event, unless other arrangements have been made in writing between Client and Contractor. If payment has not been received, we reserve the right to refuse your order.
b. Rental items must be returned by Tuesday of the week following your event date or your deposit will be retained. Any damage, loss or non-return of the rental equipment will be taken from your deposit and could require additional payment from the client up to the full replacement price of the equipment.

7. CANCELLATION OR POSTPONEMENT:

In the past, we have experienced either a postponed or cancelled cake. If for any reason you need to postpone your event, please contact Party Favour for Amphorae Creative Services, LLC immediately. If you need to postpone or change your event date, your new date may or may not be available. If you need to cancel your order entirely there are certain refund policies that we follow. If the cancellation is up to four weeks in advance of your event date, we will refund all but $50.00 of your deposit. Two weeks in advance, you will receive a 50% refund of your deposit. After the two weeks prior to your wedding, we cannot accept cancellation and cannot refund your money.

8. OTHER EXPENSES/ACCOMODATIONS: Client shall reimburse Contractor for the following expenses only: Click here to enter text.. (If none, write “none”)

Client shall be responsible for providing to the Contractor the following accommodations only: Click here to enter text.(If none, write “none”)

9. TERM:

 The term of this Agreement shall begin on Click here to enter a date., and shall expire on Click here to enter a date. .

10. GENERAL PROVISIONS:

a. All work shall be completed in a professional manner.

b. In the event Client shall fail to pay any periodic or installment payment due hereunder, Contractor may cease work without breach pending payment or resolution of dispute.

c. Contractor shall not be liable for any delay due to circumstance beyond its control. For Example: transportation problems, delays in product delivery, inclement weather, acts of God, or other causes beyond Party Favour for Amphorae Creative Services, LLC’s control that make it impossible or impractical for Party Favour for Amphorae Creative Services, LLC’s to perform.

d. Any changes to this document must be signed by both Contractor and Client.

e. Neither the Client nor the Contractor may assign this Agreement without prior written consent from the non-assigning party.

f. This Agreement constitutes the entire agreement between the Client and the Contractor, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

g. You agree to assume full responsibility for your guests and agree to indemnify and hold Party Favour for Amphorae Creative Services, LLC ‘s harmless from and against all bodily injury, property damage or consequential damages which may result from Party Favour for Amphorae Creative Services, LLC ‘s services and provision of your cake.

h. In the event that you fail to pay Party Favour for Amphorae Creative Services, LLC and collection procedures are initiated, you will be responsible for Party Favour for Amphorae Creative Services, LLC ‘s reasonable attorney's fees and costs, including on any appeal. Venue for any such action shall be in Gwinnett County, Georgia.

i. On occasion, Party Favour for Amphorae Creative Services, LLC‘s will take photographs of its cakes or may order copies of pictures from your photographer. We reserve the right to use any photographs for our own reference or for display and/or promotion without compensation to you.

Party Favour for Amphorae Creative Services, LLC‘s appreciate your willingness to follow these few provisions. They exist to insure that you experience an event day with truly unique cake designs created especially for you and the style of your event.

IN WITNESS WHEREOF the Parties have executed this Agreement on the date first written above.

CLIENT:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name (please print)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title (if applicable)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

CONTRACTOR:

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Signature

David Ojeda

Name (please print)

Owner, Party Favour by ACS
Title (if applicable)

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Date