



**CONTRACT**

Vendor \ Client – This Agreement is made effective (date) \_\_\_\_\_ between  
ICON (Geri Sims) of 4920 Atlanta Hwy Suite 115 Alpharetta, GA 30004 (Vendor) and

\_\_\_\_\_ (Client’s name & title)

\_\_\_\_\_ (Company)

Event location: \_\_\_\_\_

Event Date: \_\_\_\_\_

Credit Card # on file \_\_\_\_\_ Expiration date \_\_\_\_\_

Code on back of card \_\_\_\_\_ Zip code for card \_\_\_\_\_

**Installation & Take Down** – Should your facility not be available for install upon the time determined, an additional cost of \$25.00 per half hour, per staff person will be added to the final bill, should your event exceed the stated take down time, additional charges of \$25.00 per half hour, per staff member will be charged as an add-on to the invoice. This shall include, but not limited to, valet, security, parking fees, Uber or Lyft fees, should Marta or buses not be available for staff members.

**Concept** – There are many approaches and variations of this basic concept that may be taken to achieve the same look and/or feel of the design as proposed and thereby meeting specific targets. Drawings and photography are provided to assist the client in envisioning a design but may not be an exact reproduction of the finished product.

**Electrical Service** – Electrical services must be available at time of installation and remain available until completion of take down, unless other arrangements are made in writing prior to arrival. The required power needs to be available at all of the various power locations or will be provided at those locations by venue engineering staff. Should power be limited, the client will be responsible for any fee for electrical and/or rigging service. All such charges shall be billed directly to the client. If vendor facilitates such charges, then an additional management fee of 20% will be charged to the final invoice. Should power not be available, it is the responsibility of the facility or client to bring power to the location where we begin the install.

**Ceiling Installs** – Facility floors must be clear prior to installing of ceiling décor. All tables, chairs, staging, dance floor and equipment must be against the wall or out of the room. Failure to ensure arrangements with facility will result in an additional \$200.00 charge or no installation. Should the facility or client provide the two-man drivable scissor lift, it must be electrically-charged 100% and must be up to code and in good working condition upon arrival for installation. Should this request not be addressed, process of vendors discretion of elimination will take place.

**Limitation of Liability** – Client agrees to indemnify and hold vendor harmless for any and all claims by third parties, including uninvited guests and other individuals servicing or attending the event. Client shall indemnify and hold vendor harmless for any and all liability, judgments, settlements, attorney’s fees, and litigation expenses or costs of defending such claims or lawsuits resulting from personal injuries or property damage arising out of the event. However, vendor shall not be indemnified nor held harmless for any liability or claims, which are ultimately determined to arise from the gross negligence of the vendor, its employees or agents.

**Payment Policy – Payment Policy**– A defined 20-50% retainer is due upon the signing of this agreement, as decided by Vendor. The remaining balance will be required no less than 30 days prior to commencement of installation unless otherwise stated in writing by the parties to this agreement. If parties agree to different circumstances, it must be in writing and the Vendor has the right to cancel if agreed to payment isn't presented on time. We accept VISA, Master Card & American Express. An additional 3% fee will be added to the invoice to cover our credit card fee to charge your card.

**Cancellation of Service** – Prices and dates are guaranteed until n/a after which they are subject to change at any time. Your retainer is required to secure your price and date. Retainers are non-refundable in the event of cancellation. The balance will be due no later than 4 weeks before the event unless otherwise approved in writing. The total cost of the event services is subject to adjustment if additional services are provided beyond what was originally estimated in the signed agreement.

**Cancellation** – Because we provide custom drape for most events, should the client decide to cancel, the client agrees to give written notice of cancellation. In such events, the client agrees to remit any and all non-refundable deposits required by suppliers to make initial orders based in signed contract. All retainer fees will be lost as shown on the contract. A cost of 75% will be due if fewer than 15 days of event and 100% will be due fewer than 15 days of scheduled event as shown on contract. Should the event need to be rescheduled for a later date, there will be no additional cost but will be subject to vendors availability.

**Interest** – All accounts over 30 days past due will be charged a finance charge of 2% (24% annual) per month on the outstanding balance.

**Damage or Replacement** – The vendor serves the right to charge the client additional costs but not limited to, related to, abuse, misuses, loss and/or damage, unexplained disappearance, fire, theft or weather to vendors property, whether or not such damage or loss could have been avoided by proper diligence or care on the part of client. The client agrees to pay full cost, three times the rental rate for any damage to or loss of vendor’s property while in possession and control of same. Once the drape and props are installed and in proper fashion, any loss or damage to the drapes or equipment should occur while on site, a charge for repair or replacement will be billed to client. Client shall not remove, alter, dismantle or move set drape or props. Client agrees that if the vendors drape or equipment or any portion thereof is broken, destroyed, stolen or otherwise damaged as a result of the negligence or willful act of the client or any employee, guest or other person on the premises at the request of or with the permission of the client (other than employees of vendor), client shall reimburse vendor for the cost of repairs or replacing such equipment.

For items missing or items returned with tears, soiled, stains, burns or other marks that cannot be cleaned or repaired, the client authorizes the charge to the client's credit card on file for the replacement cost.

**Attorneys' Fees** – If either party uses the services of an attorney at law to enforce the terms of this agreement, or to collect any amount due hereunder, the defaulting party shall reimburse the non-defaulting party, upon demand, any and all attorneys' fees and expenses so incurred by the non-defaulting party.

**Final Agreement** – This agreement represents the entire agreement of the parties hereto and any representations or promises not contained herein shall not be binding on the parties.

**Expiration Date of Contract** – This agreement must be signed and returned to vendor within one week of execution. Production will NOT begin until a signed and dated copy of this form is received.

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Vendor

Date

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Client

Date