

OCHS Prom 4.13.24 - 04/13/2024

Prepared For:

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Prepared By:

Essential Details
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Event Notes

OCHS Senior Prom
Mellwood Art Center - DaVinci Room
April 13, 2024

Tax Exemption Form on File








***You acknowledge and agree that this proposal contains information, data, photographs, graphics, text, images, logos, icons, (collectively "Content") protected by copyrights, trademarks, or other proprietary rights, vested solely in Essential Details. You agree not to publish, transmit, create derivative works from, or in any way exploit any of the Content, in whole or in part. You further agree not to disclose any portion of the Content to any third party for any reason whatsoever.*

***Images provided for inspiration purposes only.*

Inspiration Board



Proposal

	Qty	Price	Subtotal
Entrance			
Cutouts - Welcome to Vegas Sign "Welcome to Vegas" Sign to be hanging on Boxwood Wall *Lightbulbs to be placed all around sign for light up feature	1	\$175.00	\$175.00
			
Backdrop Walls - 8'x8' Boxwood Wall	1	\$300.00	\$300.00
			
8" Red Carpet Runner with (3) Chrome Stanchions 8' Red Carpet and (3) Chrome Stanchions with 8' Red Velvet Rope to be placed in front of Boxwood Wall for photo opportunity	1	\$140.00	\$140.00
 			
Linens			
Classic Black 120" Round Linen	22	\$24.00	\$528.00
			
Classic Red Table Runner Red Table Runner over Black Linen for the "Red Carpet" Feel	22	\$12.50	\$275.00
			
Classic Red 120" Round Linen Cocktail Table Linen	6	\$24.00	\$144.00
			

Classic Black 90" x 132" Linen

Black Linen to be used for Candy Station

1

\$24.00

\$24.00



Centerpiece Options

Martini Glass Centerpiece

Martini Glass Vase filled with Red Metallic Shred + Playing Card Balls

8

\$60.00

\$480.00

QTY: 8 Available



Floral Centerpiece Three

Cubed vase to be filled with red blooms and touches of submerged greenery. Accented with a cluster of gold mercury votive

14

\$50.00

\$700.00



Additional Decor

Tabletop Décor - Candy Jars

10

\$20.00

\$200.00



Miscellaneous

Delivery and Pick-Up

\$500 rental minimum to deliver and set any items

1

\$160.00

\$160.00

Set-Up and Strike Labor

\$500 rental minimum to deliver and set any items

1

\$420.00

\$420.00

Linen Shipping

1

\$175.00

\$175.00

Blooms 20% Service Charge

This 20% service charge includes design, delivery, and labor from the Blooms team. This includes but is not limited to design, loading and unloading, set up and tear down of installations/arrangements, and upkeep of rental items and containers.

1

\$140.00

\$140.00

Essential Details Coordination

30% of estimated subtotal with a minimum of \$1,000

1

\$1,158.30

\$1,158.30

ITEMS SUBTOTAL: \$5,019.30
STANDARD TAX RATE: \$0.00

Payments

Due Date	Description	Amount	Status	Date Paid
01/31/2024	Non-Refundable Retainer	\$2,509.65 <small>\$2,509.65 by card</small>	Marked Paid	—
03/26/2024	Final Payment	\$2,509.65 <small>\$2,509.65 by card</small>	Marked Paid	—

Contract and Details

This agreement is made and entered into by and between Leah Pehlke ("Client") and Blooms by Essential Details ("Essential Details").

1. Purpose and Description of Work to Be Performed

The purpose of this agreement is to secure the Services of Essential Details to fulfill the various activities as outlined in the Proposal.

2. Amendment to Agreement

During its effective term, this agreement may be amended or modified at any time upon receipt of written approval from both parties.

3. Payment Terms

Essential Details will be compensated for services rendered as outlined in Payments Section.

Any additional charges will be invoiced following the event and will be due 10 days following the event.

4. Final Counts

Final counts for all services and/or elements are due **March 25, 2024**, by 12:00pm EST. No reductions can be made after that time; additions after that time may incur additional charges.

5. Cancellation Policy

Cancellation of services after **January 31, 2024** will result in a forfeiture of a non-refundable retainer **\$2,509.65** (\$2,635.13 if by card).

Cancellation of services **March 26, 2024** will result in a forfeiture of 100% of estimated costs **\$5,019.30** (\$5,270.26 if by card).

This agreement will be considered null and void if not executed and returned by **January 31, 2024**. After that time, all arrangements will be canceled.

6. Outdoor Use (as applicable)

Utilizing rental items outdoors will follow these parameters; there are no exceptions.

- Set up occurs on day of event.
- 30% or greater chance of precipitation per the Weather Channel App, items will be set with a predetermined undercover rain plan.
- Less than 30% chance of precipitation per the Weather Channel App, use of predetermined undercover rain plan set of items is at Essential Details' discretion.
- If grounds are determined to be unsuitable for item placement by Essential Details at time of set up, items will not be set. There will be no refund issued.
- Client will be charged for any damage which occurs should precipitation occur after set up.

7. Damage Clause

Client will bear all risk of damage or loss of rental item(s) caused by theft, disappearance, gross negligence, misuse, abuse (including without limitation damage by cigar, cigarette burns, or candle wax) or exposure to inclement weather for which the undersigned will be responsible for full replacement value of the rental item(s).

8. Blooms' Flower Availability (as applicable)

Essential Details reserves the right to substitute any flowers outlined on this contract should the first choice not be of the quality standards set by Essential Details. A substitution of fresh or silk flowers of equal or greater value will be made.

9. Linen Availability (as applicable)

Linen availability is subject to timely return of linens utilized by customers prior to your event date. Should linens outlined in addendum not be available, Essential Details will notify Client, as soon as possible that a substitute linen of equal value must be selected prior to linen deadline. If Client does not notify Essential Details of their substitute linen selection then Essential Details has authority to determine the substitute linen selection.

10. Graphic Design (as applicable)

PROOFING OF PROJECT

To limit any possible errors in artwork, designs will not go to production until they have been approved by the client. Essential Details will not be held responsible for errors if the client has returned a signed proof or e-mail confirmation, has refused and/or did not request a printed or digital proof, or if the customer has requested the order go to production without proofing upon order. Approval must be received 24 hours after sending; an excess of 24 hours will affect printing lead time.

TEXT

Essential Details shall make every effort to ensure that proofs are free of any grammatical and spelling errors, before supplying them to the client. It is agreed that it is the client's responsibility to completely review their proofs and ensure that there are no errors contained in the proofs. It is agreed that Essential Details is not responsible or will not be held liable for any errors contained in the final product after the final product has been approved by the client, committed to print, and/or posted in view of the public.

STOCK IMAGES/PHOTOGRAPHY

Essential Details will endeavor to ensure that only royalty-free images are used in custom designs. It is agreed that Essential Details will not be held liable for any damages, costs, and expenses, including reasonable legal fees, arising out of or related issues, copyright, or trademark infringement.

COLOR

Where color matching is a priority, the client shall provide or choose an appropriate Pantone color number and receive color proof before going to production. Because of the differences in certain pieces of equipment, paper stocks, inks, and other conditions between color proofing and production, a reasonable variation in color (2 - 5%) shall be considered acceptable when printed on the same printer.

CLAIMS PERIOD

Claims for defects, damages, and/or shortages must be made by the client in writing within a period of five (5) business days after delivery of all or any part of the order. Failure to make such a claim within the stated period shall constitute irrevocable acceptance of the product and an admission that they fully comply with terms, conditions, and specifications.

IMPORTANT

An approval to send design/printed proofs to print is a confirmation that you have reviewed the proofs/product completely, agree that all content in the proofs are correct and that you have read and accepted the terms and conditions in the proofing agreement. Approval is a confirmation that electronic and/or printed proofs provided have been reviewed, agree all contents/color are correct and accept the design times stated and the terms and conditions in the proofing policy, which release Essential Details from liability beyond approval. Orders will not go to production until proofs have been approved by the client via email, fax, or a signed agreement. Verbal changes and approvals will not be accepted.

RIGHTS

All services provided by Essential Details shall be for the exclusive use of the client other than for Essential Detail's promotional use.

OWNERSHIP

The client shall be entitled to full ownership of all final artwork created during the project upon full payment of the agreed fee.

SAMPLES

The client shall provide Essential Details with a minimum of two samples of print design that result from the project deliverables. Such samples shall be representative of the highest quality of work produced. The Essential Details may use such copies and samples for publication, exhibition, or other promotional purposes. Essential Details shall have the right to photograph all completed designs or installations and shall have the right to use such photographs for publication, exhibition, or other promotional purposes.

CONFIDENTIALITY

The client shall inform Essential Details in writing before the project starts if any portion of any material or information provided by the clients or any portion of the project is confidential. And confidentiality agreement can be written, sent, and signed if needed.

INDEMNITY

The client agrees to indemnify and hold harmless Essential Details from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorney's fees and costs, but only to the extent caused by, arising out of, the work supplied by Essential Details.

11. Force Majeure

The performance of this agreement by either party is subject to acts of God, war, strikes, civil unrest, government authority, or any other emergency that makes it impossible, illegal or commercially impossible for Essential Details to provide its services for Client.

Essential Details and its agents reserve the right to make changes to any and all parts of this contract should unforeseen circumstances or acts of God occur. Essential Details has the final authority to execute this contract as it or its agents see fit. Essential Details and its agents bear no responsibility for changes to setup of equipment and the consequences of those changes by caterers, coordinators or any other person.

12. Indemnification Clause

Client shall indemnify and hold Essential Details, Essential Details suppliers, and their employees, agents, and representatives harmless from and against any and all claims, causes of action, demands, losses, suits, damages, liability costs, and expenses (including payment of reasonable attorneys' fees) arising from or related to Essential Details' goods/services/materials except to the extent caused by the gross negligence of the party for whom indemnification is sought.

13. Authority to Sign

If this Agreement is signed in the name of a corporation, partnership, association, club or society, the person(s) signing represents and warrants to Essential Details that he/she has full authority to sign such contract and that in the event he/she is not so authorized, he/she will be personally liable for the faithful performance of this contract.

14. Jurisdiction

It is agreed that venue and jurisdiction to enforce this agreement shall be in Jefferson County and the laws of Kentucky shall govern.

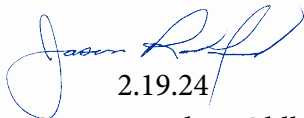
15. Agent for Client

By signing this contract Client authorizes Essential Details to sign contracts with suppliers on behalf of Client in accordance with the services outlined in Proposal.

Terms & Conditions

The terms and conditions of this agreement and the above Proposal supersede all other agreements previously entered into between Essential Details and Client. I have read and approved this agreement and its Proposal.

~~XXXXXXXX~~


2.19.24

Superintendent Oldham County Schools