

## Sweet Williams Co. Ltd. Services Agreement

This Services Agreement (this "**Agreement**"), dated as of \_\_\_\_\_, 20\_\_\_\_ (the "**Effective Date**"), is by and between SWEET WILLIAMS CO. LTD., an Alberta Corporation, with offices located at 592 Meadowbrook Bay SE, Airdrie, Alberta ("**Sweet Williams Co.**") and \_\_\_\_\_ ("**Customer**" and together with Sweet Williams Co., the "**Parties**", and each a "**Party**").

WHEREAS, Sweet Williams Co. has the capability and capacity to provide certain floral design services; and

WHEREAS, Customer desires to retain Sweet Williams Co. to provide the said services, and Sweet Williams Co. is willing to perform such services under the terms and conditions set out below;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set out below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sweet Williams Co. and Customer agree as follows:

1. **Services.** Sweet Williams Co. shall provide to Customer the services (the "**Services**") set out in one or more statements of work to be agreed upon by the Parties (each, a "**Statement of Work**"). The initial accepted Statement of Work is attached hereto as **Schedule A**. Additional Statement of Works shall be deemed issued and accepted only if signed or electronically acknowledged by both Sweet Williams Co. and Customer.
2. **Fees and Expenses.**
  - 2.1 In consideration of the provision of the Services by Sweet Williams Co. and the rights granted to Customer under this Agreement, Customer shall pay the fees outlined, and according to the due dates set out, in the attached **Schedule B**. Payment to Sweet Williams Co. of such fees and the reimbursement of expenses pursuant to this Section 2 shall constitute payment in full for the performance of the Services.
  - 2.2 Customer shall reimburse Sweet Williams Co. for all reasonable expenses incurred in accordance with the Statement of Work immediately upon receipt by the Customer of an invoice from Sweet Williams Co., and no later than the due dates set out in Schedule B.
  - 2.3 The fees once paid according to Schedule B shall be **NON-REFUNDABLE** to Customer, except at the sole discretion of Sweet Williams Co.
  - 2.4 Sweet Williams Co. reserves the right to adjust the fees as necessary, and provide Customer with an updated or additional invoice following the Services, which Customer shall pay forthwith.

- 2.5 If Customer requires additional services beyond the Statement of Work (e.g. travel to event venue), Customer shall be responsible for Sweet Williams Co.'s additional fees and expenses.
  - 2.6 Customer shall be responsible for all goods and services tax, harmonized sales tax, provincial sales tax, service, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, provincial, territorial, or local governmental entity or regulatory authority on any amounts payable by Customer hereunder; *provided, that*, in no event shall Customer pay or be responsible for any taxes imposed on, or with respect to, Sweet Williams Co.'s income, revenues, gross receipts, personnel or real or personal property or other assets.
  - 2.7 Except for invoiced payments that the Customer has successfully disputed, all late payments shall bear interest at the lesser of the rate of TWENTY-FOUR percent (24%) per annum or the highest rate permissible under applicable law. Customer shall also reimburse Sweet Williams Co. for all reasonable costs incurred in collecting any late payments, including, without limitation, legal fees. In addition to all other remedies available under this Agreement or at law (which Sweet Williams Co. does not waive by the exercise of any rights hereunder), Sweet Williams Co. shall be entitled to suspend the provision of any Services if Customer fails to pay any fees when due under this Agreement.
3. Limited Warranty and Limitation of Liability.
    - 3.1 Sweet Williams Co. warrants that it shall perform the Services:
      - (a) In accordance with the terms and subject to the conditions set out in the respective Statement of Work and this Agreement.
      - (b) In a timely, workmanlike and professional manner in accordance with generally recognized industry standards for similar services.
    - 3.2 SWEET WILLIAMS CO. MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN SECTION 3.1, ABOVE. ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.
    - 3.3 More specifically, **Sweet Williams Co. expressly disclaims any liability for the products, goods and services once they are dropped off with, or picked up by, the Customer or their representative.**
4. Term, Termination and Survival.
    - 4.1 This Agreement shall commence as of the Effective Date and shall continue thereafter until the completion of the Services, unless sooner terminated pursuant to Section 4.2.

4.2 Sweet Williams Co. may terminate this Agreement before the expiration date of the Term on written notice if Customer fails to pay any amount when due under this Agreement.

4.3 Any right or obligation of the parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

5. Limitation of Liability.

5.1 IN NO EVENT SHALL SWEET WILLIAMS CO. BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, AGGRAVATED, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF THIS AGREEMENT, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SWEET WILLIAMS CO. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

6. Entire Agreement. This Agreement, including and together with any related Statement of Works, exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

7. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

8. Amendments and Modifications. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

9. Force Majeure. No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of the Customer to make payments to Sweet Williams Co. hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the reasonable control of the impacted party's ("**Impacted Party**") reasonable control, including, without limitation, the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, tsunami, fire, earthquake, or explosion; (c) epidemics, pandemics; (d) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (e) government order, law, or actions; (f) embargoes, or blockades in effect on or after the date of this Agreement; (g) strikes, labour stoppages or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability

or delay in obtaining supplies of adequate or suitable materials; and (i) other similar events beyond the reasonable control of the Impacted Party.

10. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

By \_\_\_\_\_

Name:

SWEET WILLIAMS CO. LTD.

By \_\_\_\_\_

Name:

Title:

**SCHEDULE A**

**INITIAL STATEMENT OF WORK**

Event Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

**SCHEDULE B**

**SWEET WILLIAMS CO.'S FEE SCHEDULE**

Estimate of fees: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Deposit amount: \$ \_\_\_\_\_

Deposit due: \_\_\_\_\_

Remainder due: \_\_\_\_\_