

Themed Picnic Service Agreement

This Service Agreement (the "Agreement") is entered into as of [Date] by and between: Client, located at the requested address.

Service Provider: Dreamy Dens Luxury Slumber Parties, LLC.

Together, the Client and Service Provider are referred to as the "Parties."

Scope of Services

The Service Provider agrees to perform the following services (the "Services") for the Client:

- Selected themed picnic for the allotted amount of time/guests. This will include setup, decorations, and breakdown. Services excludes food, beverages, or additional services unless expressly included in writing.

The Service Provider shall use reasonable skill and care in the performance of these Services and ensure all deliverables meet the agreed-upon specifications.

Minor adjustments to the scope of Services may be made upon mutual written agreement between the Parties. For projects spanning an extended timeline, milestones and deadlines shall be defined and mutually agreed upon in writing.

Term of Agreement

This Agreement shall commence on the reserved date and shall:

- Continue until the Services are completed, or
- Terminate on the reserved date, unless extended by mutual written agreement of the Parties.

Compensation and Payment

The Client agrees to pay the Service Provider as follows:

- Total Fee: \$200 for the Services described above for the initial 8 guests. Thereafter, the costs will be \$350 for 9-16 guests, and \$500 for 17-24 guests.
- All pricing is based on guest count. The Client shall notify the Service Provider of the final guest count no later than seven (7) days prior to the event. Additional guests beyond the agreed package will incur supplemental charges.

Payment Schedule

- A non-refundable deposit equal to twenty percent (20%) of the total fee is due at the time of booking.
- The remaining balance (eighty percent [80%]) shall be due and payable no later than seven (7) calendar days prior to the scheduled event date.

- Failure to remit full payment by the deadline shall result in forfeiture of the deposit and cancellation of Services at the Service Provider's discretion.

Late Payments

Any late payment shall incur a charge equal to ten percent (10%) of the outstanding balance per week until paid in full.

Reimbursement of Expenses

The Client shall reimburse the Service Provider for any reasonable, pre-approved expenses incurred in connection with the performance of the Services.

Payment Method

All payments shall be made in United States Dollars (USD) via credit card, bank transfer, or PayPal.

Independent Contractor Relationship

The Service Provider is an independent contractor and not an employee of the Client. Nothing in this Agreement shall be interpreted to establish an employer-employee relationship, partnership, or joint venture between the Parties.

The Service Provider is solely responsible for:

- All taxes and contributions related to the compensation provided under this Agreement.
- Providing necessary tools, equipment, and resources to perform the Services.

Confidentiality

Both Parties agree to maintain the confidentiality of any non-public, proprietary, or sensitive information shared during the course of this Agreement. Confidentiality obligations shall survive for two (2) years following the termination or expiration of this Agreement.

Ownership of Work Product

Any work product, deliverables, or intellectual property created by the Service Provider in connection with the Services (the "Work Product") shall:

- Be owned by the Client upon full payment of all fees, or
- Remain the property of the Service Provider, unless otherwise agreed in writing.

The Service Provider retains the right to use general knowledge, experience, and skills acquired during the engagement. Any pre-existing intellectual property, tools, or templates used in the course of providing Services shall remain the exclusive property of the Service Provider unless explicitly transferred in writing.

Termination and Cancellation

The Client may cancel or reschedule Services by providing written notice to the Service Provider. The following terms shall apply:

- Cancellation more than seven (7) days prior to the scheduled event date: The non-refundable deposit shall be forfeited. No additional fees shall be due.
- Cancellation within seven (7) days of the scheduled event date: The Client shall be responsible for fifty percent (50%) of the total fee. Any amounts paid in excess of fifty percent (50%) shall be refunded.
- Cancellation on the scheduled event date or failure to appear ("no-show"): The Client shall be responsible for one hundred percent (100%) of the total fee, and all funds paid shall be forfeited.

The Service Provider reserves the right to terminate this Agreement immediately in the event of a material breach by the Client.

Liability and Safety

The Client acknowledges that picnics and related setups involve certain inherent risks, including but not limited to outdoor conditions, weather, and use of provided furniture and décor. The Client agrees that:

- The Client is solely responsible for the safety and supervision of all participants and guests during the event.
- The Service Provider shall not be held liable for any injuries, accidents, property damage, or losses that occur during or after the Services, except to the extent caused by the Service Provider's gross negligence or willful misconduct.
- The Client shall indemnify, defend, and hold harmless the Service Provider, its employees, and contractors from any and all claims, damages, or liabilities arising from or related to the Services provided.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of law principles. Any legal action or proceeding arising under this Agreement shall be brought exclusively in the state or federal courts located in Hillsborough, Florida, and the Parties hereby consent to the jurisdiction of such courts.

Miscellaneous

- Entire Agreement: This Agreement constitutes the entire understanding between the Parties regarding the subject matter and supersedes all prior agreements.

- Amendments: Any modifications to this Agreement must be in writing and signed by both Parties.
- Severability: If any provision is deemed invalid, the remaining provisions shall remain enforceable.
- Force Majeure: Neither Party shall be liable for delays or failure to perform due to events beyond their reasonable control, including but not limited to natural disasters, pandemics, or government actions.