

# GENERAL PAYMENTS AGREEMENT FGF

This GENERAL PAYMENTS AGREEMENT is entered into on September 18th 2024 by and between:

**Client** (Who is signing this agreement)

AND

**Service Provider's Name:** FLOURISH AND GRACE LLC

**Service Provider's Address:** 1900 N Bayshore Dr Suite 1A #136 -3092 Miami, Florida, 33132.

Both parties **agree** to the following terms and conditions:

## 1. Services Provided

The Service Provider agrees to provide the following services to the Client:

Our dedicated team of professionals is committed to providing personalized, reliable, and prompt services. From the moment you place an order to the timely delivery at your desired location, we ensure a seamless experience **by the confirmed order.**

## 2. Payment Terms

The **Client** agrees to pay the Service Provider the total amount of the statement for the services provided, payable as follows:

- Initial Payment Terms: **Prepaid (For new customers)**
- Remaining Balance: After our accountable department approves a specific credit for each client. **(Net 15 or Net 30)**

## 3. Late Payments and Fees

If the Client fails to make any payment by the due date, the following **conditions will apply:**

- Late Fee: A late fee **2%** per past-due invoice amount will be charged for each payment that is **[30]** days past due.
- Interest: Interest at the rate of **17%** per annum will be applied to any outstanding balances that remain unpaid after 180 days.

## 4. Default and Remedies

In the event that the Client fails to make a payment or defaults on this Agreement, the following actions may be taken:

- The Service Provider may **suspend or terminate** services until payment is made.
- The Service Provider may declare the **entire remaining balance** immediately due and payable.
- The Service Provider will **initiate legal action by the state of Florida**, to recover the unpaid amount, including any late fees, interest, and legal costs incurred in enforcing this **Agreement.**

## 5. Governing Law

This Agreement shall be governed by and construed in accordance with the **laws of the State of Florida.** Any disputes arising under this Agreement shall be resolved in the state or federal courts located in Miami, Florida.

## 6. Dispute Resolution

Both parties agree to attempt to resolve any disputes arising under this Agreement through mediation prior to filing any legal action. **Mediation will take place in Miami, Florida or online with an attorney or a conflict resolution expert.** If mediation fails, either party may pursue legal action.

## 7. Amendment

Any modification or amendment to this Agreement must be in writing and **signed by both parties** to be valid.

## 8. Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain **in full force and effect.**

## 9. Entire Agreement

This Agreement contains the **entire understanding between the parties** regarding the payment for services. It supersedes all prior negotiations, agreements, or understandings between the parties.

## 10. Acknowledgment and Agreement

By signing below, the Client and the Service Provider acknowledge that they have read and understand this Agreement, and agree to its terms.

Client's Name: \_\_\_\_\_

Client's Signature: \_\_\_\_\_

Client's Name ID #: \_\_\_\_\_

Client's Business Name: \_\_\_\_\_

Service Provider's Name: Flourish and Grace LLC

Service Provider's Signature: 