

# Balloon Decorating Service Agreement

This Balloon Decorating Agreement ("Agreement") is entered into between \_\_\_\_\_ ("Provider") and \_\_\_\_\_ ("Client"). For good and valuable consideration, the receipt and sufficiency of which is now acknowledged, the parties agree as follows:

## 1. Client Contact Information

Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_ Co-Host's Name: \_\_\_\_\_

## 2. Event Information

Client wishes to retain Provider's balloon décor services for an event ("Event") described below:

Event Date: \_\_\_\_\_ Event Start Time: \_\_\_\_\_  
Event Location: \_\_\_\_\_  
Event Type: \_\_\_\_\_ Event Theme: \_\_\_\_\_  
Guest of Honor's Name (if applicable): \_\_\_\_\_

## 3. Services Provided

Provider will provide the following décor for the Event:

Qty	Description of decor	Price/Unit	Total price
	Total décor cost		

## 4. Arrival, Setup, and Teardown

Provider will arrive at the Event site as directed by Client. Provider is not responsible for incomplete decor or delays reasonably attributed to anyone other than Provider or its staff. Provider will tear down and dispose of the décor after the Event. All non-disposable equipment or materials provided by Provider to use as part of the décor will be hauled away by Provider following Event.

## 5. Equipment Rental

If Provider must use equipment or framework items as part of décor requested by Client, Client agrees to rent those items from Provider for the Event and is responsible for keeping the items in good condition. Failure to return the items undamaged condition to the Provider after the Event will result in change of replacement costs to Client.

## **6. Fee and Deposit**

Provider accepts payment by cash, check, money order, or credit card. Client must pay a \$\_\_\_\_ retainer to secure Provider's services. Provider will collect the retainer upon signing of this Agreement. The rest of the fee is due on the date of the Event. Once final payment has been made there will be no refunds.

## **7. Inclement Weather and Outdoor Events**

Provider is not responsible if inclement weather or other non-controllable factors make it impossible to perform the décor service. In such case, Client will receive a refund by any amount already paid. Balloons are sensitive to weather elements like rain, sun, changes in temperature, and wind. Client acknowledges that Provider cannot guarantee that the balloons used in the décor will remain intact during an entire outdoor event.

## **8. Safety**

Client agrees that they will not allow anyone to inhale helium from the filling equipment or from the balloons. Client understands that inhalation of helium can cause of serious injury or death. Client accepts responsibility of supervising all use, and preventing all misuse or abuse of helium, balloons, equipment, and material related to the décor of the Event. Customer agrees to hold harmless and indemnify Provider from claims, harms, damages, or demands related to any of the following: helium, inhalation, injury related misuse of balloons, latex allergies, choking on balloons, injures or heart attacks from popping balloons, hearing loss due to popping balloons, property damage arising from popping balloons, or damage to swimming pool filtration system caused by broken balloons.

## **9. Parking**

Provider is not responsible for paying any parking fees or obtaining any parking passes or tickets related to the Event. Provider's parking must be arranged by Client. Failure to arrange for parking for Provider and for sufficient access to the Event Location to allow for unloading will result in cancellation of the Services and Client's forfeiture of the retainer.

## **10. Exclusivity**

Provider will be exclusive balloon décor provider for the Event. No other person or entity may provide balloons products or décor for the Event without the written notice and consent of Provider.

## **11. Ordinances and Permits**

Client is responsible for securing city ordinances and permits required for outside balloon décor. Provider is not responsible for fines or damages arising from non-compliance.

## **12. Cancellation**

For cancellations within 24 hours of the Event, Client forfeits the retainer, but no further payment will be due from Client. Cancellation requests must be made in writing to Provider.

### **13. Assignment**

The Agreement may not be assigned without the written permission of the other party.

### **14. Force Majeure**

Provider will not be liable for any loss resulting from an act of God, natural disaster, an emergency or accident, an act of the public enemy, war, general arrest or restraint of government and people civil disturbance, terrorist attack or disruption caused by serious illness or injury.

### **15. Photographs**

Client agrees that Provider may take photographs or video of the décor and publish those photographs or video marketing or advertising materials, on his or her website, or on social media.

### **16. Limitation of Liability; Release of Provider**

Provider disclaims all express or implied warranties of the fullest extent permitted by law. If Client has any claim against Provider under this Agreement, whether arising in tort or contract, or if Client is injured while Provider is providing the services under his Agreement, even if based on or caused by Provider's negligence. Client's recovery and Provider's liability is limited to the total amount paid by Client to Provider under this Agreement and Provider will have no further liability to Client.

Provider will not be held responsible for any harm or loss suffered due to the actions or omission of Client's guests, employees, vendors, or patrons, including harm to Provider's equipment while such equipment is at the Event site. Client accepts responsibility for damage to or loss of real and personal property before, during and after Event. Client agrees to indemnify and hold Provider harmless of the claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorney's fees and costs, to the extent caused by or arising out of the relating to the work of Provider, unless caused by Provider's negligence or misconduct.

### **17. Governing Law**

This Agreement will be governed by the laws of the State of \_\_\_\_\_ without giving effect to the conflicts-of-law principles. The parties consent to jurisdiction and venue in the courts located in the State of \_\_\_\_\_, Country of \_\_\_\_\_.

### **18. Entire Agreement**

This agreement is the entire agreement between the parties and supersedes all prior agreements, both written and oral. If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which shall otherwise remain in effect.

**Provider**

**Client**

**Signed:** \_\_\_\_\_

**Signed:** \_\_\_\_\_

**Printed:** \_\_\_\_\_

**Printed:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_