



PlanIT Events, LLC

THE BEST PARTIES REVOLVE AROUND US

## Balloon Decoration Agreement

This Independent Contractor Agreement is made effective as of \_\_\_\_\_ by and between PlanIT Events, LLC (the "Provider") and, \_\_\_\_\_ (the "Client") the parties, for balloon decorations for an event taking place at \_\_\_\_\_. In this Agreement, the party who is contracting to receive the services shall be referred to as "Client", and the party who will be providing the services shall be referred to as "Provider."

### **DESCRIPTION OF SERVICES:**

Beginning on \_\_\_\_\_ (the "service period"). Provider will provide the following services (collectively, the "Services"): **Balloon Decorations as described in the attached invoice.**

### **PAYMENT FOR SERVICES:**

Provider will be compensated in the amount of: \_\_\_\_\_ for agreed upon services. Client will pay compensation to Provider for the Services as follows: Full balance is due at least 2 days before the scheduled event. A 50% deposit is required at the time of signing this contract. Deposit is nonrefundable. Forms of payment accepted: Paypal, Zelle, Venmo, Square, or check.

### **DATE CHANGES, CANCELLATIONS, and DESIGN CHANGE FEES:**

We understand that unexpected events may occur, and we will make every effort to accommodate our Clients when possible. However, to allow appropriate time and scheduling, any request for a date change must be made in writing at least 14 days in advance of the original event date. Changes are subject to the date being available and receipt of new service contract. If there is no availability for the alternate date, the nonrefundable deposit shall be forfeited and event cancelled.

If the event is cancelled for any reason the non-refundable deposit or 50% of the cost, if paid in full, is forfeited. A design change fee minimum of 10% of the new total will apply to all changes made within 24 hours of event date. Fees may vary depending on the extent of the change. Changes or exchanges made on orders after the contract has been signed will result in additional charges. A 48-hour notice is needed in order to make additions to event decor. Additional charges will apply. These changes are not guaranteed. If we are not able to make the changes the additional fees will not apply.

### **OUTDOORS EVENTS:**

Client understands that some décor items may be affected by temperature and humidity and that PlanIT Events, LLC cannot be held responsible for the décor in uncontrolled climate, such as rain or extreme heat and/or unforeseen acts of nature. In that case, PlanIT Events, LLC has the option of making changes to the décor in the best interest of Client. We NEVER guarantee perfect results with balloon decor outdoors. However, we further state that we will do everything in our power to make sure the decor will hold up by using the BEST quality of balloons.

In the event that weather or other unforeseen act of nature prevents PlanIT Events, LLC to decorate Client's event, the payment can be applied to another day/event within 12 calendar months from the original date of event, subject to PlanIT Event's availability. No refunds will be given.

PlanIT Events, LLC is not liable for actions by others or weather conditions beyond PlanIT Event's control. In that case PlanIT Events, LLC retains the right to abort the project at any time should we believe that to continue may damage the reputation of the Client and/or PlanIT Events, LLC and/or cause a safety hazard.

All outdoor events must be conducted in a safe manner and there must be an indoor rain or inclement weather contingency plan. In the event of cancellation without such a contingency, the payment can be applied to another day/event within 12 calendar months from the original date of event, subject to PlanIT Event's availability. No refunds will be given.

### **BALLOON FLOAT TIME:**

Your balloon décor will be designed around the specifications of your event. For example: if you need a balloon to float for a minimum of 12 hours, we will provide you with a balloon that will float for 12 hours, and not much more. This applies only to Latex type balloons. Our Mylar/Foil balloon will stay afloat for up to 1 week on average. The average life of a Latex Helium balloon is less than 24 hours. If you would like to extend the float time of your balloons please let us know. Air filled balloons tend to last a minimum of several days but may up to a week or longer under indoor conditions with A/C and without exposure to UV light. The integrity of any balloons can be compromised during outdoor use. PlanIT Events, LLC uses only the highest quality balloons such as Qualatex, Tufftex, etc.

### **VENUES:**

It is the Client's responsibility to confirm if the venue allows helium balloons, tall structures, or wall hanging prior to deposit or full payment. If Client fails to confirm the venues rules for balloons, the Client will forfeit non-refundable deposit or 50% or full payment. Client is responsible for making access arrangements and notifying PlanIT Events, LLC of access time. Room availability changes (less access time, etc) after contract has been signed may result in order reductions without refund or exchange.

Client is responsible for providing all permits and licenses. Client agrees that there will not be any other balloons or balloon decorating companies on the site that PlanIT Events, LLC does work on for Client's event. If there are other balloons or balloon decorating companies on Client's site, PlanIT Events, LLC reserves the right to refuse the decoration job and the total payment will be forfeited. A two hour minimum is required for jobs totaling \$150-\$250. A 3-4 hour minimum access is required for jobs totaling \$255 & up; required in the room/location where event will take place. IF less time is available, please let us know and it can be determined if your design can be completed in your time frame. Less time available can result in work not being completed prior to event. If work is not completed due to the lack of time provided, all payments will be forfeited.

### **OWNERSHIP OF MATERIAL:**

All equipment used for the balloon design is property of PlanIT Events, LLC and is used on a rental basis. Clients are fully responsible for providing timely access to the event area for strike and teardown. Should all equipment and materials not be available to retrieve from the location, the Client will be responsible for the replacement costs of the missing equipment or material.

### **DAMAGE TO PROVIDER'S EQUIPMENT & REFUSAL:**

Please be aware that certain balloon decorations, such as Columns, Arches and custom designed balloon décor, require support structures that must be returned to Balloon Boutique upon the conclusion of your event.

Client acknowledges that it shall be responsible for any damage or loss to the Provider's equipment caused by:

- Any misuse of the Provider's equipment by Client or its guests (invited or uninvited).
- Any theft or disaster (including but not limited to fire, flood or earthquake).

The following equipment has to be returned undamaged. The cost for lost, stolen, damaged equipment is listed below.

### **EQUIPMENT NAME:**

### **QTY:**

### **COST:**

### **SAFETY WARNING:**

DO NOT allow anyone to inhale helium from the filling equipment or from balloons! Inhaling helium gas directly from high-pressure tank or inflated balloons can cause dizziness, drowsiness loss of consciousness or other serious injury. Popping balloons can cause eye or other injury. Protective gear, including eye shields, should be worn. Clients are responsible for supervising all use, and preventing all misuse or abuse of helium, balloons, equipment and material related to the event.

### **INDEMNIFICATION/HOLD HARMLESS:**

Client agrees to indemnify and hold harmless Provider from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against the Provider that result from the acts or omissions of the Client, the Client's guests, and the Client's agents. Client will indemnify Provider against any legal liability associated with the use of balloon equipment, equipment used to complete designs, its representatives, employees, or affiliates.

Clients hereby agrees to hold harmless and without liability, PlanIT Events, LLC and all principals, owners, or employees of said from any of the following: Helium inhalation or injury from lack of oxygen, slipping on broken balloons, latex allergies, children having access to balloons before, during or after events, children putting balloons in their mouths and choking, eye/facial/body injuries from popping balloons, heart attacks from popping balloons, hearing loss due to popping balloons, lesions, abrasions, suffocation, choking, loss of sight, loss of hearing, dizziness, drowsiness, loss of consciousness, broken body parts, death or any other personal or property damage caused or alleged to have been caused by popping balloons, or damage to swimming pool filtration systems caused by broken balloons.

### **ENTIRE AGREEMENT:**

This Agreement constitutes the entire contract between the parties. All terms and conditions contained in any other writings previously executed by the parties regarding the matters contemplated herein shall be deemed to be merged herein and superseded hereby. No modification of this Agreement shall be deemed effective unless in writing and signed by the parties hereto.

**WAIVER OF BREACH:**

The waiver by Provider of a breach of any provision of this Agreement by Client shall not operate or be construed as a waiver of any subsequent breach by Client.

**SEVERABILITY:**

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

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**MISCELLANEOUS TERMS:**

In the event of a conflict between parties, Client agrees to solve any arguments amicably between Provider and Client, or by arbitration. In the event that the Providers unable to complete the agreed upon decorations Client shall be refunded a prorated amount based on the amount of service received. If for any reason beyond our control the Provider becomes sick or cannot provide services, and no service is received; Provider's maximum liability will be the return of all payments received from Client. Provider is not responsible for any consequential damages or lost opportunities upon breach of this agreement.

**Signing below confirms that you have read and understand this contract.**

Client. Signature \_\_\_\_\_

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

Print Name: \_\_\_\_\_

Provider Signature \_\_\_\_\_

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