



807.622.8661 // Robbyn@BalloonStylings.ca
Studio: 112 Frederica St E., Thunder Bay, ON P7E 3V5
Mail: 1330 Stanley Avenue, Thunder Bay ON, P7E 3G8

// Terms & Conditions

Rental Celebration Displays Contract

Please read the Rental & Liability Disclosure Agreement below, once you book and pay for your event you are agreeing to the terms of the Rental & Liability Disclosure Agreement.

Rentals: we will be setting up the lawn sign anytime after 7:30pm the night before your event. We will return the day after before 12:00 to dismantle and pick up. Pending schedule we may come earlier or later but you will have the sign for the full 24 hours of the date chosen.

We kindly ask while we are on your property setting up or dismantling the sign that you stay inside to adhere to new provincial guidelines however, if you need to be outside with us we just ask if you could please wear a mask and adhere to social distance guidelines.

Please advise us if you have an underground sprinkler system, as H stakes are used to install the lawn signs and could damage your sprinkler head if we are not made aware. Also please note we can only install our signs in grass NOT in mulch or landscaping rocks. If you don't have a grass space for us to install your lawn sign it is your responsibility to let us know as we could have an alternative option. Failure to let us know prior to us coming to your property NO REFUND will be provided.

Please note our letters are 21"+ tall by approximately 18" wide. Please ensure you have the lawn space for us to install the lawn sign. If the lawn space is inadequate and we cannot install the sign NO REFUND will be provided. If your unsure please let us know as we could have other options for smaller properties. If the ground is too hard or frozen and we can't install our lawn signs into the grass we will have to use our bases if your property space allows for it.

You may cancel up to 2 weeks prior to your booked event date for a half refund or full credit. NO REFUND will be provided within 2 weeks of your event.

In the event we have to cancel due to inclement of weather, including high winds or lightning, we will either reschedule your set up or offer you a credit.

Rental & Liability Disclosure Agreement.

YOU MUST water the yard where your sign is being displayed for at least 30-40 minutes prior to setup. In the event your yard sign cannot be installed, we cannot be held responsible and you will not be given a refund. If the yard sign is a surprise on someone else's lawn we understand you may not be able to water prior to the display being installed. Watering your lawn is not required during the winter months.

The renter agrees to pay for any missing signs, whether taken as a keepsake by anyone from the assigned property or by complete strangers passing by.

We are not responsible for fallen signs. We will do our utmost to install the lawn sign display but we cannot control the weather. In case of extreme wind conditions, the display should be taken down so it does not become a potential hazard until the weather conditions subside.

Balloon Stylings, it's owners, employees and contractors cannot be held responsible for damage or injury caused



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by our displays. Children and pets must not be allowed to run around the displays as some of the signs have sharp edges and can cause injury.

Renters must use their best judgment on whether to leave a sign up in severe weather. If it blows away and hits someone's property we cannot be held responsible.

The renter agrees and assumes all liabilities involved with the rental of the rental items and the property it is installed on.

If we have to make an extra trip to the rental property an additional charge will be applied.

When your Balloon Stylings are setting up your signs you must provide details to the displays position or we simply use our best judgment. If we have to return to the property to relocate your sign because your setup instructions were unclear an additional fee will be charged.

If the recipient does not like the surprise and it must be taken down early no refund is given. We will do our best to pick up the sign as soon as possible.

If your sign cannot be properly installed no refund will be provided.

Please cancel lawn services while the greeting is in your yard. Although the signs are very durable it's no match for a lawnmower.

Please advise us if you have an underground sprinkler system as H stakes are used to install the lawn signs and could damage your sprinkler head if we are not made aware. If we are not advised and damage is caused to your sprinkler system Balloon Stylings will not be held responsible.

Once the signs are installed please do not move the signs or play around with them.

The renter is responsible for lost, stolen or damaged signs and will be charged the replacement cost of the lost, stolen or damaged item(s).

The terms and conditions of this agreement is binding on any guest, visitor and affiliate of the renter during or after the course of the rental period, regardless of whether the Agreement has been signed by the renter or third party.

By booking and paying for Balloon Stylings celebration display I acknowledge that you have read and agree to the terms and conditions of this Rental & Liability Disclosure Agreement on the website.



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Balloon Decor Contract

Booking

When booking an installation for an event with Balloon Stylings "Balloon Stylings", the following document serves as reference to Balloon Stylings and the Terms & Conditions. Balloon Stylings highly recommends that all installations be scheduled at minimum, 30 days, however we will accept installation dates as early as 2 weeks prior to the date of your event. If your installation is invoiced \$800 or more, it is mandatory to book 30 days prior to the installation date.

Your event is not officially booked, with the date reserved for your installation, until the entire balance of the retainer fee and the Terms & Conditions are received by Balloon Stylings. There will be a due date for payments on both the retainer fee and the final payment prior to the date of installation, if applicable. For smaller items please contact one of our Creative Directors.

Retainer Fee

A retainer fee of 50% of the total billed, will be required in order to reserve any date(s). If the amount is not determined at the time the Terms & Conditions is received, the Client will be required to pay a retainer fee of \$100.00. After the balance of the installation is determined, the Client understands they are responsible for paying the remaining balance of the retainer fee, if the total balance billed equals a balance higher than that of the \$100 payment already made. The Client will have 5 days to pay the remaining balance for the retainer fee. If the total balanced billed is less than \$100, the order will be considered paid in full, any credit on the account will be refunded to the Client. If the Client wishes to not utilize the services of Balloon Stylings, any payments made towards the retainer fee are forfeited and considered non refundable.

Payments Made

Payments can be made with Debit/Credit Card, Purchase Order, Email Transfer, or cash. We accept MasterCard, Visa, American Express, Google and Apple Pay. Failure to make the required payment by the given due date may result in any/all of the following:

- Invalidation and removal of any applicable discounts, special promotions, complimentary services
- The forfeiture of any payments already made.
- The release of event date and time.
- Termination of the contract.

Refunds

Balloon Stylings is an event company specializing in balloon decor installations. Anyone retaining services via Balloon Stylings will be required to pay a retainer fee based on the size, detail, and value of the installation. This payment is expected to be paid in full prior to any services being rendered to the Client.

No refunds are given for any payments towards the retainer fee, even if the retainer fee is not paid in full.

No refunds are given for any payments made towards the remaining balance of the installation order regardless of the situation. We understand situations arise that will either require the Client to cancel or reschedule their event, and although we are empathetic to those situations, we are unable to refund any payments made. When we accept an order, we begin working immediately on selecting the best design and decor needed to accomplish our goal, a perfect installation for your event. The retainer fee, retains Balloon Stylings for your installation and the remaining



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balance is used to order any materials, supplies, as well as cover any labor, traveling expenses, etc. As long as a written notification is received by Balloon Stylings and the cancellations/rescheduling guidelines are followed, we are able to reschedule the installation. Failure to inform Balloon Stylings by the required time for the cancellation/rescheduling of an installation, may result in any/all of the following:

- The forfeiture of any payments already made
- The release of event date and time
- Termination of the contract
- Cancellation fees

Rescheduling & Cancellations

The Client has the freedom to reschedule the installation with a written 14 day notice. The Client may reschedule for any date within the next 365 calendar days, at the convenience of Balloon Stylings, without being charged a cancellation fee. The reschedule date is subject to availability. If we are unavailable, the below cancellation policies and fees will apply. We suggest that if the Client needs to reschedule, they include the preferred date to reschedule as well as a second choice, in the event that the first choice is unavailable.

The Client has the freedom to cancel at any time without receiving a cancellation fee, so as Balloon Stylings receives a written notice within 14 days. If a written notice is not received by Balloon Stylings within 14 days of the scheduled installation, the Client will assume a \$100 cancellation fee. Please be aware, any and all payments made towards any of the following, including but not limited to; retainer fee, materials, supplies, labor, etc. will be forfeited and considered non-refundable.

Reductions & Changes

Removing or adding decor to an installation can not be done after the Terms & Conditions have been signed. A separate order may be placed for any additions the Client wishes to have for the event, however it is at the sole discretion of the Creative Director, whether or not that order is accepted or declined. If the new order is accepted, it will be subject to the entire Terms & Conditions, as stated in this agreement. This includes 50% of the total balance of the order as a retainer fee.

Venues

It is the Client's sole responsibility to confirm if the venue allows; helium tanks, helium balloons, tall structures, wall hangings, tall ladders, etc. prior to any payment made to Balloon Stylings. If the Client fails to confirm the venue's rules for balloons, helium tanks/balloons, wall hangings, tall ladders, etc. prior to making any payment(s), said payment(s) will be forfeited and considered non-refundable.

Venue Access

It is the Client's responsibility to make arrangements for Balloon Stylings to gain/maintain access of the venue. The Client is also responsible for obtaining any permits, access passes, gate/room access cards, wristbands for entire staff, as well as notify Balloon Stylings of any room changes within the venue, if applicable, with at least 24 hours notice. Access arrangements apply to access prior to the event for installation, as well as access to strike, if applicable, or breakdown any props, designs, equipment, etc. If props/designs/equipment are transported by the Client, the Client may return said items to Balloon Stylings the following day.

Personal Residence

If the location of the event is located in a personal residence, the above installation times still apply. The access requirements are still applicable in regards to allowing Balloon Stylings and it's Creative Director and teams access to make the installation. The Client understands that installations are done using an array of options including but not limited to command strip, removable wall mounts, etc. If there is a preference in method of installation, please inform your Creative Director when signing the Terms & Conditions as it will need to be documented in the invoice.

Event Details

The Client is responsible for seeing that the venue has the name of the Creative Director's name and contact number on file for two reasons; 1) The Creative Director needs to have a point of contact at the venue in the event a change has occurred on our end, we have a way to relay that info, possibly find a resolution if applicable. 2) In the event the point of contact at the venue needs to reach the Creative Director to inform Balloon Stylings of a change, it makes the communication process easier. This also allows for the Client to not be inconvenienced on the day of installation as well.

Installations

The Creative Director overseeing the installation should receive any permits, access passes, gate/room access cards, wrist bands, etc, 24 hours prior to the date of installation to ensure access to the venue. If access is denied at any time, for any reason, including failure or lack of communication, it will result in items not being installed punctually or adequately, and possibly not at all. If this occurs, the Client agrees that independent contractor will not be held liable.

- All installations require a minimum of 2 (two) hours for orders totaling \$150-\$450.
- All installations require a minimum of 3-4 (three-four) hours for orders of \$450-\$650.
- All installations require a minimum of 4-5 (four-five) hours for orders \$651+.

If any orders are of intricate detail, large capacity, or for any other reason that requires more than 4 hours for installations, they will be documented and adhered to in order to receive a quality installation. Please see pricing for delivery and installation fees. Please see pricing for delivery and installation fees.

Client Installations (Grab and Gos)

- If applicable, the Client may transport and install their order themselves.
- This must be communicated in writing prior and will not be changed after signing the Terms & Conditions.
- The Client agreeing to transport and install the order themselves, will have the delivery and installation fee waived.
- The Client agreeing to transport and install the order themselves, also relinquishes independent contractor of any/all responsibility for the order once completed and paid for, including the outcome of the installation.

Independent Contractor Installations

- There will be a delivery and installation fee, figured into the pricing for the event during the booking stage.
- Failure to have the entire balance paid for, regardless the dollar amount, will result in a canceled installation and forfeited payments, which can not be refunded or transferred.
- A team from independent contractor, including your Creative Director, will arrive at the venue at

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designated time for installation.

- Our team will need to unload the equipment and decorations to the designated area, set up a designated working space, free from interruption or traffic from other vendors.
- The time designated for the installation will be utilized, however, any time left over after installation is complete, is not subject to discounts or refunds.

Any and all equipment and props are property of independent contractor and will be returned to independent contractor either the same day, after the event or the following day, if being transported by the Client.

By signing the Terms & Conditions the Client agrees that there will be no other balloons, balloon decorators, or balloon companies on site, throughout the entire installation and event. Independent contractor reserves the right to refuse further service towards the event, resulting in forfeited payments.

Striking & Disassembling

- After an event, the Client is responsible for disassembling and returning all equipment and property of Balloon Stylings, as well as properly disposing of the remaining balloons.
- Balloon Stylings can strike and disassemble an installation if desired by the Client. In this case a striking fee will be added to the total order during the booking stage.
- If the Client chooses to strike the set themselves after a striking fee has already been paid, that payment will be forfeited and considered non refundable.

Ownership of Equipment & Materials

All equipment, materials, and props used for the installation, are the sole property of Balloon Stylings and are used on a rental basis only.

- The Client is responsible for access to retrieve said equipment, materials, and props after the event.
- Signing the Terms & Conditions makes the Client solely responsible for the equipment, during and after the event, until surrendered back to Balloon Stylings.
- Failure to do so, will result in the Client accepting sole responsibility for the property of Balloon Stylings and agrees to have the card on file charged or be sent an invoice and agrees to pay it.
- Any damage or vandalism that occurs to any of the property of independent contractor during the event, including any damage or vandalism that occurs due to the Client's guests, will result in the Client accepting sole responsibility for the property of Balloon Stylings and agrees to have the card on file charged or be sent an invoice and agrees to pay it. This includes but is not limited to misuse, theft or disasters (fire, flood, earthquake).

Balloon Float Time

Your balloon decor will be designed around the specifications of your event.

- Latex balloons have an approximate float time of 12 hours.
- Mylar/Foil balloons have an approximate float time of 1 week.
- There are many variables that can affect the float time of your balloon decor including but not limited to weather, rain, wind, extreme heat.
- Please be aware of this if you are reserving a date for an outdoor installation.



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Balloon Releases

Although balloon releases are intended to remember someone lost, support a cause, show respect for someone or something, and much more, Balloon Stylings does not participate in balloon releases of any kind, regardless the number of balloons requested. Balloon Stylings will not fill orders for anyone intending on releasing the balloons. Releasing balloons is detrimental to our environment in many ways. Balloons float hundreds, if not thousands of miles and when they land, they run a chance of landing in the ocean, in areas where livestock could accidentally eat them, or anywhere else as litter. We do not support, do not fill orders for and advise against participating in any balloon releases.

Outdoor Events

..... WE DO NOT CANCEL FOR BAD WEATHER UNLESS DEEMED DANGEROUS WEATHER OR A NATURAL DISASTER BY LOCAL, PROVINCIAL / GOVERNMENT OFFICIALS

By signing the Terms & Conditions, the Client acknowledges that some balloon decor may be affected by temperature and humidity, something that Balloon Stylings can not be held liable for. Balloon Stylings will not be held liable for the reaction of any balloon decor to the weather or uncontrollable acts of nature including but not limited to rain, wind, or extreme heat or cold. Balloon Stylings NEVER guarantees perfect results for any installation done outdoors or in these uncontrollable situations.

- In the event there is a situation that prevents the Creative Director from installing the balloon decor in the original location at a venue, the Creative Director is able to move the balloon decor to that location (still on site at original address) and attempt to complete the installation.
- It is the Client's sole responsibility to have an alternate location available and ready in the event the original location is not able to be utilized. Failure to do so will cause the payments to be forfeited and considered non refundable.
- Balloon Stylings will however, not be able to guarantee a quality and perfect installation due to last minute setup changes, but will promise to do everything possible to ensure it is as close to perfect as physically possible.
- The Client is responsible for locating an alternate location to setup as well as ensure access to Balloon Stylings.
- If dangerous weather or a natural disaster occurs that causes the venue to close and prevents the event from taking place, the Client may reschedule the installation for a different date, within the next 365 days.
- Dangerous weather and natural disasters are only accepted if acknowledged by a local authorities/ government official.
- If the Client cancels the event due to rain, snow or other bad weather, not designated as "dangerous weather" or "natural disaster", the Client understands that the payments will be forfeited and considered nonrefundable. The payments will not be transferable.



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- Balloon Stylings agrees to be present and ready for installation even if it is raining, snowing, or displaying any other type of “irregular” weather, with the exception of road closures.

Pricing & Fees

All pricing regarding the entire order including but not limited to; retainer fee, delivery fee, installation fee, striking fee, cancellation fee, etc. will be documented during the booking stage. All payments made towards any and all of these charges are non refundable. Please make sure you have communicated the necessary details to any other vendors you may be working with prior to booking with Balloon Stylings. Retainer Fee 50% of total order for installation (Case by case basis) Delivery Fee starting at \$20 for standard install up to \$250. Installation Fee - 30% of total order. Striking Fee - Must be paid for prior to the event and documented. \$100 flat fee to return to remove balloons and or pick up equipment.

Cancellation Fee

\$100 (Avoid by providing, in writing, a request to reschedule within 7 days of the event.)

Display & Promotion

By signing the Terms & Conditions, the Client agrees that Balloon Stylings may use the decorated display including video recordings and photographs for usage on the official Balloon Stylings marketing, including but not limited to social media networks, flyers, billboards, displays, commercials, and any other form of promotional marketing.

All designs/displays installed by Balloon Stylings are the property of Balloon Stylings, in return Balloon Stylings reserves the right to utilize any/all photographs and video recordings as deemed necessary, for promotional use. This also includes any personal photographs or video recordings taken by the Client or the Clients' guests. Independent Contractors reserves the right to include the official Balloon Stylings logo on any personal photographs or video recordings made, from an Balloon Stylings installation. Balloon Stylings also reserves the right to refuse to use any photographs or video recordings made by any of the following, including but not limited to; Balloon Stylings, the Client, the Clients' guests, photographers, videographers, venue personnel, or any other vendors.

Vendors & Event Coordinators

Balloon Stylings is focused on making balloon decor that stands as an unforgettable piece in your event. Our main focus is providing exceptional service and installing a quality design. We strive for perfection and in return, we expect all vendors or event coordinators who are working together to create this unforgettable event, to expect nothing less than perfection as well. With that being said, all vendors and event coordinators can be referred to the Client.

- Balloon Stylings is not responsible for assisting other vendors in tasks related to their designated field.
- Balloon Stylings is responsible for maintaining a safe and healthy work space, installing the balloon decor, striking and disassembling if applicable, and cleaning up the workspace utilized by Balloon Stylings.
- Balloon Stylings is not responsible for poor services rendered by other vendors. It will be the Client's responsibility to settle any discrepancies with the vendors directly.
- Balloon Stylings will not refund any payments made due to other vendors hindering or becoming detrimental to the progress and quality of the installation.
- Balloon Stylings expects any Client working with an Event Coordinator to ensure their coordinator is abreast of the installation arrangements prior to the day of the event.



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Independent Contractor

The Terms & Conditions are not to be misconstrued as an employment agreement in any way. Balloon Stylings and its Creative Director, as well as the team and/or any vendors accompanying the Creative Director functions solely as independent contractors. The Client understands that the Creative Director is a professional and does not need to be supervised during the installation of the balloon decor.

Safety

In the event Balloon Stylings or the Creative Director deems the event or the installation to be unsafe, the Creative Director has the authority and obligation to refuse service of the installation until the unsafe situation is made safe again. If the Clients guests or other vendors have made the installation or location unsafe, the Client assumes full responsibility and pays any fees for travel, rentals, staff, etc. If this situation occurs, Balloon Stylings will leave all balloon decor on-site for the Client and will remove themselves and all property, equipment, staff, etc. from the property immediately. If ever there is a safety issue such as this, Balloon Stylings will exercise our right to refuse service and the Client/Client's guests will be blacklisted.

Please be advised that prices are subject to change without notice.

By signing the Terms & Conditions document and or submitting payment, I certify that I have read this document in its entirety, I fully understand and agree with this agreement. I also understand my role as a Client and the role that my Creative Director will play in the installation for my event.

client name

signature

date (xx month 20xx)

Robbyn Fraser, Owner/Creative Director Balloon Stylings

date (xx month 20xx)