



BELLA POP BALLOONS

Terms & Conditions

Paying your retainer secures the client to all liability and confirms you have read and agree to the Terms and Conditions set forth here.

A non-refundable retainer in the amount of 50% of the total cost is due upon receipt of your invoice. The remaining balance is due 7 days prior to the event.

Events booked with less than 10 days notice are due in full upon receipt of invoice.

Full payment of any custom item(s) is due prior to ordering the item(s); and is non-refundable. All custom items will be noted "Custom" on your invoice.

SCOPE OF WORK:

Bella Pop Balloons consents to provide the advice, consulting, and Decor services related to and listed on your invoice.

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 7 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 non-refundable deposit shall be forfeited and event cancelled.

If the event is cancelled for any reason the non-refundable deposit 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 72-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.



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COOPERATION:

In carrying out BELLA POP BALLOONS duties under this Agreement, BELLA POP BALLOONS shall utilize its best efforts. In order to enable us to fulfill our obligations under this agreement, the Client must grant access to its data and property as may be logically necessary. BELLA POP BALLOONS shall work with the Client's staff in a cooperative manner, refrain from interfering with the Client's business operations, and comply with all rules, regulations, and security needs of the Client relating to the safety of people and property.

OUTDOOR AND INDOOR EVENTS:

Client understands that some décor items may be affected by temperature and humidity and that BELLA POP BALLOONS cannot be held responsible for the décor in uncontrolled climate, such as rain, extreme heat, cold and/or unforeseen acts of nature. In that case, BELLA POP BALLOONS has the option of making changes to the décor in the best interest of the client. We NEVER guarantee perfect results with balloon decor, indoor or outdoor. 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 acts of nature prevent BELLA POP BALLOONS from decorating the clients event, the payment can be applied to another day/event within 12 calendar months from the original event date, which is subject to BELLA POP BALLOONS availability. No refunds will be given.

BELLA POP BALLOONS is not liable for actions by others or weather conditions beyond BELLA POP BALLOONS control. In that case BELLA POP BALLOONS 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 BELLA POP BALLOONS and/or cause a safety hazard.



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All outdoor installations must be conducted in a safe manner and there must be an indoor rain 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 BELLA POP BALLOONS 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, possibly more but not guaranteed. This applies to Latex and Foil balloons. Our Mylar/Foil balloons typically stay afloat for up to 1 week. However due to their sensitive nature we can not guarantee any float times.

VENUES:

It is the clients 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 the non-refundable deposit or the full payment.

Client is responsible for making access arrangements and notifying BELLA POP BALLOONS 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 BELLA POP BALLOONS is not aware of. If there are other balloons or balloon decorating companies on client's site, without prior notice BELLA POP BALLOONS reserves the right to refuse the decoration job and the total payment will be forfeited.



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USE OF SUBCONTRACTORS:

BELLA POP BALLOONS may use dependable contractors to carry out some of the event decor obligations under this agreement, as long as BELLA POP BALLOONS remains solely responsible for their performance, the Client has no obligation to the contractors, and the use of the contractors does not result in an increase in the fees, costs, or expenses that would otherwise be payable under this agreement

STRIKING & DISASSEMBLING:

- After an event, BELLA POP BALLOONS will be responsible for disassembling and disposing of the remaining balloons. A striking fee will be added to the total order during the booking process.
- 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 MATERIAL:

All equipment used for the balloon design is property of BELLA POP BALLOONS. Clients are fully responsible for providing timely access to the event area for strike and tear down. 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 decor, require support structures that must be returned to BELLA POP BALLOONS upon the conclusion of your event.



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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 or flood). All equipment has to be returned undamaged. The cost for lost, stolen, damaged equipment will be provided upon request. Client is responsible for removing balloons and decor from any framework, such as but not limited to Arches & Columns.

PROPERTY DAMAGE:

BELLA POP BALLOONS and its employees or contractors take every precaution as to not cause damage to clients property. If damage is caused and proven without a doubt to be the fault of BELLA POP BALLOONS or its employees or contractors, the client has 14 days from the date of event to report damage to BELLA POP BALLOONS. If damage is not reported within the 14 day period, client releases BELLA POP BALLOONS of any and all liability. If during the 14 day period the damage is found to be the fault of BELLA POP BALLOONS, BELLA POP BALLOONS will first attempt to fix or repair damage through appropriate measures agreed upon by both the client and BELLA POP BALLOONS. If further repair is needed, the incident will be reported to BELLA POP BALLOONS insurance company and the appropriate steps will be taken, as they see fit.

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.



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DO NOT allow children to play with popped balloons. Always supervise children while playing/interacting with balloons. If put in the mouth, balloons can cause a choking hazard. It is very important to properly clean up and dispose of all balloon pieces once popped.

Please refer to the CPSC Safety Alert attached to this Disclaimer.

INDEMNIFICATION/HOLD HARMLESS:

Client agrees to indemnify and hold harmless BELLA POP BALLOONS 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.

Client hereby agrees to hold harmless and without liability, BELLA POP BALLOONS 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.



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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.

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 Provider is 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.

CPSC SAFETY ALERT

The U.S. Consumer Product Safety Commission (CPSC) warns parents and caregivers of young children about the suffocation hazard presented by uninflated toy balloons and pieces of broken balloons.

Of all children's products, balloons are the leading cause of suffocation death, according to CPSC injury data. Accidents involving balloons tend to occur in two ways. Some children have sucked uninflated balloons into their mouths, often while attempting to inflate them. This can occur when a child who is blowing up the balloon inhales or takes a breath to prepare for the next blow, and draws the balloon back into the mouth and throat. Some deaths may have resulted when children swallowed uninflated balloons they were sucking or chewing on. The CPSC knows of one case in which a child was chewing on an uninflated balloon when she fell from a swing. The child hit the ground and, in a reflex action, inhaled sharply. She suffocated on the balloon.

The second kind of accident involves balloon pieces. Children have drawn pieces of broken balloons that they were playing with into their throats. If a balloon breaks and is not discarded, for example, some children may continue to play with it, chewing on pieces of the balloon or attempting to stretch it across their mouths and suck or blow bubbles in it. These balloon pieces are easily sucked into the throat and lungs. Balloons mold to the throat and lungs and can completely block breathing.

Because of the danger of suffocation, the CPSC recommends that parents and guardians do not allow children under the age of eight to play with uninflated balloons without supervision. The CPSC does not believe that a completely inflated balloon presents a hazard to young children. If the balloon breaks, however, CPSC recommends that parents immediately collect the pieces of the broken balloon and dispose of them out of the reach of young children.