

## TERMS AND CONDITIONS

By signing the Terms & Conditions, the Client acknowledges that some balloon decor may be affected by temperature and humidity, something that EBU cannot be held liable for. EBU 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. EBU 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.
- EBU 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 EBU.
- 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 state/government official.
- If the Client cancels the event due to rain 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.
- EBU 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 AND 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 EBU. Retainer Fee 50% of total order for installation (Case by case basis) Delivery Fee starting at \$20 (Anything 100 miles or more, please contact us.) Installation Fee - 30% of total order.

Striking Fee - Must be paid for prior to the event and documented.

\$250 flat fee to return to remove balloons and or pick up equipment.

## **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 EBU. 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 EBU 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 EBU 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 EBU 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 EBU and its 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 EBU 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.

## **VENDORS & EVENT COORDINATORS**

EBU 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.

- EBU is not responsible for assisting other vendors in tasks related to their designated field.
- EBU 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 EBU.
- EBU 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.
- EBU will not refund any payments made due to other vendors hindering or becoming detrimental to the progress and quality of the installation.
- EBU 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.

## **INDEPENDENT CONTRACTOR**

The Terms & Conditions are not to be misconstrued as an employment agreement in any way. EBU 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 EBU 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 Client's 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, EBU will leave all balloon decor onsite 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, EBU 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.