We are excited to provide balloon decor services for your event! To ensure a smooth experience and maintain the highest level of safety and professionalism, we have established the following policies for all balloon decoration orders.

## 1. Payment Terms

- Private events A non-refundable retainer of %50 is required to confirm the booking.
- Corporate events Full payment is due to book (%50 refundable if cancellation is within 7 days).
- Remaining Balance: The remaining balance is due no later than 2 weeks before the event date.
- Your date is not reserved until payment is received and service agreement is signed. We operate on the first
  payment received is scheduled and reserved.
- We typically only service one event a day, which is why a 50% retainer is non-refundable because if you cancel, we likely can't rebook that date.
- Last-minute bookings (within 5 business days) may be subject to an additional rush fee.
- Payment Methods: Payments can be made via Credit/Debit card or Venmo.
- 3% fee for credit card payments.

#### 2. Cancellations and Refunds

- Cancellations made 7 days prior to the event are eligible for a full refund, minus any non-refundable retainer (%50).
- Cancellations made within 6 of the event will not be eligible for a refund client is responsible for payment.
- In case of inclement weather or unforeseen circumstances, we will work with the client to reschedule or modify the event setup if possible.
- Cancellation by Company: In the unlikely event that Milestone Balloons must cancel the booking due to unforeseen circumstances, a full refund, including the initial retainer, will be issued to the client.

# 3. Changes to Order



 Any changes to the order, including changes to design, color scheme, or decor elements, must be requested at least 10 days before the event. Additional fees may apply for changes made after this period.

# 4. Delivery and Setup

- Delivery Time: Milestone Balloons will deliver and set up event decor at agreed upon time typical set ups require 2 hours.
- Setup Requirements: The client agrees to ensure that the venue is available for setup and that sufficient space, ceiling height, and access are provided. If setup time is delayed due to venue access issues, Milestone Balloons will not be held responsible for any impact on the event's timeline.
- Outdoor Installations: Milestone Balloons is not responsible for the condition of outdoor balloon decor affected by wind, rain, or other weather conditions. The client must provide protection for outdoor installations.

#### 5. Breakdown and Removal

- If breakdown services are included, Milestone Balloons will return to the venue after the event to
  remove the balloon decor. If the client wishes to keep the balloons, it is their responsibility to notify
  Milestone Balloons prior to the event and ensure safe disposal of all balloon materials.- take down
  and clean up fee will be applied to your invoice depending on the size and scale of your event.
- If the client prefers to keep the décor, we are not responsible for balloons that deflate, pop, or become damaged after setup.

### 6. Liability

- Milestone Balloons is not responsible for any injuries or damages caused by balloons or backdrops after they have been installed.
- The client is responsible for ensuring that guests and venue staff do not interfere with balloon installations during or after setup.



- Balloons should not be released into the environment, and the client agrees to adhere to all local regulations regarding balloon disposal.
- Milestone Balloons uses latex and foil balloons. It is the client's responsibility to inform guests of any latex allergies.
- Balloons should be kept away from open flames, sharp objects, and extreme heat to prevent popping or damage.
- Safety & Supervision: Balloons are not toys and pose a potential choking or suffocation
  hazard, especially for young children. Milestone Balloons installations and décor are intended for
  decorative purposes only and are not designed for handling or play. The Client agrees to ensure
  that children are supervised at all times around balloon décor and installation areas. Milestone
  Balloons assumes no responsibility or liability for injury, accident, or damage resulting from
  improper handling or unsupervised interaction with balloons or décor elements once installation is
  complete.

### 7. Rentals

• The Client acknowledges that all rental props, frames, stands, signage, drapery, and décor elements provided by Milestone Balloons remain the property of the Company. The Client agrees to exercise reasonable care to prevent damage, loss, or theft of any items during the event or while in their possession. In the event that any prop, backdrop, or rental item is damaged, lost, or returned in unsatisfactory condition (beyond normal wear and tear), the Client will be responsible for the full cost of repair or replacement at the current market value, as determined by Milestone Balloons. The replacement or repair cost will be invoiced to the Client and must be paid within seven (7) days of notification.

## 8. Force Majeure

Neither party shall be liable for failure to perform their obligations under this contract due to
events beyond their reasonable control, including but not limited to natural disasters, pandemics, or
government restrictions. In such cases, both parties agree to discuss rescheduling options.



# 9. Governing Law

 This contract shall be governed by and construed in accordance with the laws of the State of Utah without regard to its conflict of law provisions.

#### **10. GRANT OF RIGHTS.**

The Client grants the Balloon Artist the non-exclusive right to use photographs and/or videos taken
of the Balloon Artist's work at the Event for promotional purposes, including but not limited to, the
Balloon Artist's website, social media accounts, brochures, and other marketing materials.

### 11. Mock-ups

• If Milestone Balloons sends any type of design MOCK-UP to Client, Client will inspect the Sample to verify that it materially conforms to the applicable specifications specified in the Statement of Work, including the spelling and designs. Client will provide written notice to Provider detailing the nonconformities in the Sample (if any) within ten (10) days after receiving the Sample. If Client does not provide such notice, the Sample will be deemed accepted by Client and Provider will begin preparing any related final Deliverables. If Client notifies of nonconformities after ten (10) days, Provider may charge additional fees. The Artist retains all intellectual property rights in the mock-ups provided. The Client may use the mock-ups solely for the purpose of the event/project described in this contract. The Client agrees not to resell, redistribute, or modify the mock-ups without the Artist's express written consent. The Artist may use the mock-ups for their portfolio, marketing, and promotional purposes. Client acknowledges that mock-ups are never an exact replica of the intended design and are used for review and design approval only.