



SERVICE AGREEMENT

I. General Decor Policy

Please read these decor policies ("Terms", "Terms of Service", "Policies") carefully before using any services provided by Dazzling Event Designs LLC. Your use of Dazzling Event Designs LLC Services is conditioned upon your acceptance of and compliance with these terms. These terms apply to all visitors, users, clients, customers and others who wish to use these services.

By commissioning or using Dazzling Event Designs LLC you agree to be bound by these terms. If you disagree with any part of the terms then you should not use Dazzling Event Designs LLC. We reserve the right, at our sole discretion, to modify or replace these terms at any time.

Reservation of Services

To reserve the services of Dazzling Event Designs LLC:

- A service agreement contract must be signed.
- 50% of the payment is due.

Service Retainer: 50% of your order is a non-refundable service retainer. The retainer obligates Dazzling Event Designs LLC to reserve your event date and time and prevent other potential clients from booking.

Planning: As part of your order and at no additional charge, a total of 1 planning hour is provided. This hour includes, but is not limited to, your initial consultation, research, written proposal, and revisions and related research. Additional planning





time will be charged at \$50/hr. Activities included in additional planning include but are not limited to research, revisions to order, additional meetings, conversations via email, phone or other methods for the purposes of design and/or event planning. Site visits are \$75. Dazzling Event Designs LLC reserves the right to waive any fee and add additional consultation time for larger events or as deemed necessary by Dazzling Event Designs LLC.

Booking: An event is ONLY considered “booked” after a payment (50% retainer fee) and a signed contract is submitted by the due date indicated on the service invoice. If a client allows quotes/invoice to expire it is understood that the event date and time will be made available to other clients and any discount or special promotion applied will be removed and invalid.

- Payment: Failure to make payments by the due date or on time may result in any or all of the following:
- Invalidation and removal of any applicable discounts, special promotions, complimentary services, etc.
- Release of event delivery/setup date and time.
- A \$50.00 fee to reinstate the event date and time.
- Termination of the contract.

Payments Accepted: Payments can be made online via our website at the following link: <https://pay.dazzlingeventdesigns.com/>

Decor Equipment: All re-usable equipment, including but not limited to frame, lighting, poles, fabric, etc., are the property of Dazzling Event Designs LLC and must remain onsite for pickup at a specified time and date. The client is responsible for all





losses due to theft, vandalism, misplacement, or damage. If our equipment is damaged, misplaced, or stolen, the client agrees to be billed for the repair or replacement cost of the item(s). Depending on the decor, we may be able to build decor items onto disposable equipment that can be purchased during the booking process, otherwise, a return pickup time for all decor items that require breakdown and pickup will be agreed to.

Refund and Cancellation Policy: Client maintains the right to cancel at any time before the delivery or event date whichever comes first date however, a cancellation fee will apply. Refunds will be calculated based on items purchased specifically for your event (including but not limited to custom balloons or accessories if applicable) as well as accumulated time invested in your event (including but limited to the site visit, etc.). Refunds must be requested in writing by email ONLY and will be processed within 14 business days from the time of receipt of the request. Refunds total will be considered as follows:

- **No (0%) Cancellation Fee** for orders canceled MORE than 50 days in advance of event date, OR
- **25% Cancellation Fee** for orders canceled LESS than 21 days in advance of event date, OR
- **50% cancellation fee** for orders canceled LESS than 7 days in advance of the event date.

Venue: Rules and regulations of all event sites are the responsibility of the client. The client shall provide a copy of all pertinent rules to us prior to securing our services.





Delivery/Set-Up/Pick-Up: Access to event location must be secured and confirmed by the client to ensure timely setup. Dazzling Event Designs LLC cannot be held responsible for delays (or incomplete décor) if a reasonable amount of time is not allowed to complete delivery/setup services. Delivery to additional locations (i.e., hotel/home/church, etc.) not mentioned in the order will incur additional delivery and setup fees. In the event of delays in completing the Set-Up or Pick-Up as planned, caused by such parties as but not limited to the caterer, baker, venue, DJ, band, wedding party, a minimal additional fee of \$50.00 per -hour per on-site per Dazzling Event Designs LLC staff member will be charged.

Delivery: Decorating staff will arrive on site at any time within the delivery/setup window.

Setup: Setup is included in the cost of decor unless otherwise stated on client invoice and includes placement of all decor items (rentals equipment or balloon decor) in a predetermined area or as seen fit by delivery/setup team.

Return Pickup: Pickup staff will arrive on site within the hour of stated pickup time. If the venue has any restrictions that may affect our ability to return pickup, including but not limited to specific closing time, the fee per hour policy, etc., it is the clients' responsibility to make Dazzling Event Designs LLC aware of such restrictions.

Onsite Changes: Our mission is to make you and our balloons look great. If we are unable to complete the decor as designed and planned due to unforeseeable circumstances at the event venue, or due to Client preference, we will assess a change fee if we incur any additional labor or material expense as a result of such changes.





Payment: If the job is booked less than 2 weeks from the event date the full payment amount is due according to the invoice due date. A rush fee may be applied depending on the type of decor being done.

Arrival: Access to event location must be secured and confirmed by the client to ensure timely setup. Decorating staff will arrive onsite within the hour of installation time specified. Dazzling Event Designs LLC cannot be held responsible for delays (or incomplete décor) if a reasonable amount of time is not allowed to complete décor services as described in this agreement.

Cancellation: Client maintains the right to cancel at any time, however a cancellation fee may apply if we purchased supplies to build your decor, started working on your décor or turned away other clients to reserve a spot on our schedule to accommodate your event. If an event is canceled one of the following fees applies:

- **No (0%) Cancellation Fee** for orders canceled MORE than 50 days in advance of event date, OR
- **25% Cancellation Fee** for orders canceled LESS than 21 days in advance of event date, OR
- **50% cancellation** fee for orders canceled LESS than 7 days in advance of the event date.

Limitation of Liability: Neither Dazzling Event Designs LLC nor client will incur a liability to each other for failing to perform any obligation under this agreement if such failure results from a force of nature or any forces beyond a reasonable control. Dazzling Event Designs LLC is not responsible for severe inclement weather, acts of God, pandemics or other situations that may cancel or postpone your event. Please note that Dazzling Event Designs LLC will make every effort to accommodate date





changes as permitted by our schedule. In the event of incapacitating illness injury or emergency to the agreed-upon Dazzling Event Designs LLC shall substitute a balloon artist of equal or greater skill at no additional cost to client. If no replacement can be found Dazzling Event Designs LLC and client will be discharged of all obligations under this agreement and all deposits returned. We are not responsible for accidents or injuries related to our decor that are caused by mischief or mishandling by the client, guests or site staff. Client agrees to indemnify and hold Dazzling Event Designs LLC harmless of and from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, to the extent caused by or arising out of or relating to the work of Dazzling Event Designs LLC.

Electronic Signature: Dazzling Event Designs uses an electronic signature in lieu of a handwritten signature on paper. By signing your name on a service contract, you, being the purchaser, contact person, purchaser representative, or other individual assuming the role of purchaser, acknowledge that you have completely read and understand this contract and any and all accompanying addendum(s). You understand that you are solely responsible for adhering to the terms set forth by in any service agreement and any and all accompanied addendum(s).

II. Balloon Decor Policy

The follow applies for all Balloon Decor jobs:

Sole Balloon Artist: Dazzling Event Designs LLC will be the sole exclusive balloon décor provider for your event. Any designers will be direct employees or subcontractors of the designated sole Balloon Artist used at this event. By signing this





agreement, the client agrees that no other person or company, including but not limited to caterer, coordinator, planner, event designer, volunteers, professional or otherwise, shall provide balloon products or decor for the client's event without the written notice and consent of Dazzling Event Designs LLC. This is to protect our professional reputation and to ensure uniformity throughout your event. Any exceptions must be approved in writing by Dazzling Event Designs LLC and exceptions are at the sole discretion of Dazzling Event Designs LLC.

Decor Mockup: Every customer who pays the retainer fee will receive a finalized mockup design of their order. No mockups are provided prior to payment of the retainer. We strongly encourage our customers to submit inspirational pictures of what they want with their inquiry. Customers are allowed to make 2 (two) changes to a mockups, after that they will be charged a \$25.00 fee per edit.

Material Guarantee: All materials are guaranteed to be as specified by the manufacturer. If a supplier discontinues a product or manufacturer changes material type, Dazzling Event Designs LLC reserves the right to make any last-minute changes (at our discretion based on availability of materials at time of the event). We reserve the right to substitute an item of like kind and quality.

No Helium: With the exception of **Ballon Marquees**, we are no longer offering helium-filled designs due to the high cost associated with acquiring helium in the current market. Many helium designs can be adapted to air-filled designs which last longer and offer unlimited decor possibilities. Our Air-Filled products such as organic balloon arches, balloon columns, centerpieces and many others will last for days. Dazzling Event Designs LLC recommends that our balloons be kept away from direct heat and sun exposure to ensure lasting time.





Disclaimer: We use professional equipment and material as intended for its particular purpose within all designs. To limit your risk of damage we recommend that all decor and items remain in the position and location they are ordered for, installed in or placed in. Please do not use or place any decor designed for indoor use outdoors or outside of covered 4-wall framed structures.

Inclement Weather Clause: Dazzling Event Designs LLC shall not be responsible should weather conditions make it impossible to set up décor service (as described in this agreement). This includes, but not limited to strong winds, rain or snow storms.

Outdoor Decor: We use only the highest quality products and techniques to build your décor. However, due to the general nature of balloons, we **CANNOT** guarantee that balloons will remain perfect and intact when used outdoors. Most outdoor decor is still subject to popping, “frosting” or fogging/oxidation of the colors, and/or movement from the wind. If inclement weather conditions make it difficult or impossible to produce as specified Dazzling Event Designs LLC will do its best to be flexible with providing decor alternatives. It is clearly understood that there will be no refunds or discounts for loss, breakage or failure to produce due to factors outside and beyond our control.

Exclusivity Clause: Due to the professional level of our designs, there will not be any other balloons from other vendor sources on the event site during scheduled set-up time, including the inflation of balloons by volunteers. If this occurs, Dazzling Event Designs LLC reserves the right to leave the job site for breach of contract. Exceptions: if client and Dazzling Event Designs LLC agree prior to the event and it is written into the contract.





Decor Equipment: All reusable non balloon equipment, including but not limited to embellishments, flowers, lights, frames, lighting, poles, fabric, etc., are the property of Dazzling Event Designs LLC and must remain onsite for pickup at a specified time and date. Client is responsible for all losses due to theft, vandalism, misplacement or damage. In the event that our equipment is damaged, misplaced, or stolen, the Client agrees to be billed for the repair or replacement cost of the item(s). Depending on the decor, we may be able to build decor items onto temporary equipment that can be purchased during the booking process.

III. Rental Policy

The following applies for all Party Rental jobs:

Rental Ownership: The Rental/s is the property of the Lessor and will remain the property of Dazzling Event Designs LLC. Lessee agrees that the equipment leased is for Lessee's own use and said equipment is not to be loaned, sub-let, mortgaged or in any other manner disposed of by Lessee. Lessee further agrees to be liable for any loss of said equipment by reason of fire, theft, or any other cause. This is a short-term single use rental lease, Rental/s are not for sale.

Lease and Deposit: The lease for Rental/s will be the value indicated on the invoice and the Lessor will be paid prior to Lessee event date or taking possession of the equipment whichever comes first. All rental rates are based on a 12hr rental period. Longer-term rates are available at additional charge. The Lessee will pay a deposit as indicated on the invoice before taking possession of equipment. The lesser will refund





the deposit to Lessee at the end of the term providing that the Lessee has performed all of the Lessee's obligations as outlined in this Agreement.

Right to Use: Dazzling Event Designs LLC is not responsible for bad weather, disruption of electrical service and/or unfavorable conditions that may arise and no charges or fees will be reimbursed as a result. Rentals shall not be removed from designated locations once items are placed by the delivery crew without the written consent of the Lessor. Lessee will immediately discontinue use of the Rental/s should it at any time, while in Lessee's possession, become unsafe or in a state of disrepair and shall immediately notify Lessor that the Equipment is unsafe and in disrepair.

Use of Rentals: All Rentals shall be used for the purpose for which it was designed at the designated address for the stated period for said equipment was manufactured and intended. There will be no standing on or sitting on the arms of the chairs. Rentals must not be altered, modified or serve as an attachment point for anything that cannot be easily removed without damaging the functional capacity or economical value of the equipment. Rentals must be returned with all attachments, accessories and parts in the same condition as originally received. Please do not place any Equipment outdoors outside of covered 4-wall framed structures (i.e., covered walled tent).

Delivery of Rentals: Lessee shall be present onsite during delivery and installation to personally inspect the rented property to find it to be in good working and unbroken condition when received. It is the Lessee sole responsibility to ensure the event space is suitable and appropriate for safe delivery and installation of all Rental/s. If the event venue has more than 4 exterior or interior steps, no access ramp or accessible elevator and the event space is not on the main floor please tell us. It affects the scheduling, the number of crew members assigned to the delivery and possible pricing. We do not





allow any non-employees to assist with the lifting of any rental item, therefore this could severely affect our ability to complete the time setup resulting in an additional delivery cost of up to \$25. No Refunds will be granted on rentals whether used or not once they have left our studio.

Loss and Damage: If the Rental/s are lost, stolen or damaged, Lessee will pay Dazzling Event Designs LLC the current market cost to replace or repair any and Rental/s lost, stolen or damaged. Lessee will be responsible for loss of, or damage to the Rental/s caused by reckless, careless or abusive operation or use of the Equipment and loss or damage caused by dishonesty of event guest, venue staff or any person who is present at the time damage or loss occurs. Any damages done to the Rental/s during the party will be charged to the Lessee, damages including but not limited to breaking, holes, stains from food or clothing, chips in the paint. Any deposit or credit card pre-authorization will immediately be applied towards the full replacement or repair value of any damage, lost or stolen Equipment.

Hold Harmless Provisions: Lessee agrees to indemnify and hold Dazzling Event Designs LLC harmless from any and all claim, actions, suits, proceedings, costs, expenses, fees, damages and liabilities, including, but not limited to, reasonable attorney's fees and costs, arising by reason of injury, damage, or death to persons or property, in connection with or resulting from the use of the leased equipment. This includes, but is not limited to, the manufacture, selection, delivery, possession, use, operation, or return of the equipment. Lessee hereby releases and holds harmless Dazzling Event Designs LLC from injuries or damages incurred as a result of the use of the leased equipment. Dazzling Event Designs LLC cannot, under any circumstances, be held liable for injuries as a result of inappropriate use, God, nature, pandemics or other conditions beyond its control or knowledge. Lessee also agrees to indemnify and





hold harmless Dazzling Event Designs LLC from any loss, damage, theft or destruction of the equipment during the term of the lease and any extensions thereof.

Disclaimer of Warranties: Dazzling Event Designs LLC makes no warranty of any kind, either express or implied, as to the condition of or performance of any leased equipment and Lessee agrees to immediately cease use of the equipment and contact Dazzling Event Designs LLC if any of the lease equipment develops any indication defect or improper working conditions. Lessee agrees to use the equipment at Lessees own risk.

Breach/Indemnity/Arbitration: In the event that Lessee breaches any of the terms of this lease, that Lessee will pay for all consequential damages and further indemnify Dazzling Event Designs LLC for all costs incurred by Dazzling Event Designs LLC incurred in enforcing the terms of the lease or in defending any claim or lawsuit arising out of the operation of said equipment, including the amount of any judgment, attorney's fees and costs. If Dazzling Event Designs LLC determines, within its own discretion, that Lessee has failed, in any way, to observe or comply with the conditions of this lease, Dazzling Event Designs LLC may exercise any of the following remedies: termination of this agreement; re enter property and retake the equipment; declare any outstanding rent and charges immediately due and payable and initiate whatever legal proceedings necessary to recover said equipment or monies; and/or pursue any additional remedies available it by law. If a conflict arises, Dazzling Event Designs LLC and Lessee will abide by the New York state laws and forgo filing a lawsuit to solve the dispute.





IV. Safety Warnings

Balloons can cause a choking hazard and once the balloons have been delivered, Dazzling Event Designs LLC is no longer liable. Children and pets should be monitored to ensure they do not suck air from the balloons or swallow balloon particles. Please ensure that any pets are placed away from the setup location before our arrival.

- Dazzling Event Designs LLC politely ask that children be kept away from the setup location to prevent accidents as ladders, hot glue guns and heavy poles and racks are used. If children must be at the venue site during setup time, for their protection, PLEASE ensure that they are kept away from the setup location. Dazzling Event Designs LLC is not responsible for the oversight of any children or pets at the venue.
- Balloons in swimming pools can damage the filter system and Dazzling Even Designs LLC does not assume any responsibility for pool equipment if damaged.
- Dazzling Event Designs LLC uses professional equipment and materials as intended for its particular purpose within all designs. To limit your risk of





damage we recommend that all décor and items remain in the position they are ordered for, installed in or placed in. If you choose to rearrange/relocate our designs once delivered and/or assembled, please note that you are responsible if any damage should occur. Please do not use or place any décor designed for indoor use outdoors or outside of covered 4-wall framed structures.

