

## Daigler Balloon Designs, LLC – Client Terms & Conditions

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Thank You for your interest in Daigler Balloon Designs LLC. Please sign, date and return this document, as well as the required 50% non-refundable retainer fee and signed Client Terms & Conditions.

**Booking Requirements** – To secure your date, a 50% non-refundable retainer fee of the total balance and a signed Client Terms & Conditions is required. Your date is not secured or confirmed until Daigler Balloon Designs LLC has received both of the above items. Final payment is due 48 hours prior to requested date of service. Submitting payment to Daigler Balloon Designs LLC, in any form, means you are fully agreeing to the Terms & Conditions.

**Latex Allergies** – Please be aware of and declare any known latex allergies for guests, as Daigler Balloon Designs LLC is not responsible for any negative reaction, harm and/or death resulting from latex allergies.

**Command Hooks** – Client grants permission to use hooks on interior walls and/or surfaces and understands the risk of damage. Client agrees to remove all applicable hooks and Daigler Balloon Designs LLC is not responsible for such removal or any accompanying damage from removal.

**Adhesive Hooks** – Client grants permission to use hooks on exterior walls and/or surfaces and understands the risk of damage. Client agrees to remove all applicable hooks and Daigler Balloon Designs LLC is not responsible for such removal or any accompanying damage from removal.

**Décor Equipment** – All reusable, non-balloon equipment, including but not limited to frames, lighting, poles, fabric, backdrops etc. are the property of Daigler Balloon Designs LLC and must remain onsite for pick-up at specified date and time. The client is responsible for all lost, damaged, stolen and/or misplaced items and will be invoiced for such items. In the event of the above instances, the client agrees to pay for the repair or replacement of the items.

**Set-up** – We require access to the location and ample time to set-up prior to event start time. Daigler Balloon Designs LLC is not responsible for incomplete set-up if the necessary time is not allowed, as we need time to organize and properly complete display.

**Photographs & Social Media** – Daigler Balloon Designs LLC reserves the right to take pictures of their creations and post them to our social media accounts, as well as our website. We will

never reveal your name or address, but may use the town you're located in. Photographs are a critical part of our business, to display our work.

**Substitutions** – Daigler Balloon Designs LLC reserves the right to substitute any requested balloon color or manufacturer to ensure the request and order is fulfilled to the best of our ability. Due to the current balloon shortage and, if applicable, a short-notice request, we may not be able to obtain the desired color and, therefore, will make any necessary adjustments to fulfill the request.

**Balloon Shine** – If client requests the use of balloon shine, please be aware that the liquid may stain clothing, carpets and other materials if balloon shine makes contact with such items. Daigler Balloon Designs LLC is not responsible for any stains, damage or any negative reaction, harm and/or death due to use or ingestion of balloon shine.

**Inclement Weather** – Daigler Balloon Designs LLC is not responsible should weather conditions make it difficult or impossible to set-up services. This includes, but is not limited to wind, rain, snow storms etc. If client opts for an outdoor set-up, Daigler Balloon Designs LLC cannot guarantee balloon décor will withstand such weather conditions. If inclement weather prevents full delivery of agreed décor, the client is entitled to a refund (minus the 50% nonrefundable retainer fee) or the option to transfer your date, if available.

**Sunshine & Heat** – Sunshine and heat may dramatically affect balloon décor. Balloons are best kept out of direct sunlight and away from warm/hot surfaces. Do not keep balloons near heating vents, radiators or in a car or shed.

**Breakdown & Haul Away** – Unless discussed and agreed upon, client is responsible for breakdown and haul away of balloon decor.

**Helium** – Do not ingest helium, as it may be harmful and cause lack of oxygen. Daigler Balloon Designs LLC is not responsible for any injuries or death due to helium ingestion.

**Accidents & Hazards** – Balloons may be hazardous and pose the risk of choking. Please do not leave children and/or animals unsupervised around balloon décor. Daigler Balloon Designs LLC is not responsible for any accidents including, but not limited to choking, suffocation, lesions, abrasions, lack of oxygen, tripping and/or falling on latex balloons, eye/facial/body injuries, heart attacks, hearing loss, loss of eyesight from popping balloons, dizziness, drowsiness, loss of consciousness, broken body parts, death, damage to swimming pool filtration system and any other personal or property damage caused by inflated or deflated balloons.

**Cancellation** – If client cancels or postpones the rentals or décor for any reason, the 50% nonrefundable retainer fee will not be refunded, however, may be transferable to a future

date, if available. Cancellation or postponement must be requested 4 days prior to scheduled event and delivery.

I agree to the above Terms & Conditions.

Client Name \_\_\_\_\_

Client Signature \_\_\_\_\_ Date

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