

Blissful Balloon Art

Balloon Artist Contract

Client Name: _____ Event Date: ____ / ____ / ____

Email: _____ Phone: _____

Event Location: _____

Start Time: _____ AM / PM End Time: _____ AM / PM

Event Type: _____

Theme / Colors: _____

This contract (the "Agreement") is made between *Johanna Woodard* (Artist) and _____ (Client) (referred to collectively as the "Parties") for the purpose of providing balloon decorations and decoration services at the Client's event, as specified above (the "Event"). The Artist will provide products and services in accordance with the terms and conditions outlined in this Agreement. When booking an installation for an event with Blissful Balloon Art "BBA" the following document serves as reference **BBA** and the Terms & Conditions. **Please Initial in acknowledgement.**

BOOKING: Customer Initials _____

Once this Agreement is signed and the 50% deposit (ie. retainer) is paid to the Artist, booking will be secured for the specified Event date and time.

CLIENT PACKAGE DETAILS: Customer Initials _____

Below is a complete list of all the products and services that will be delivered by the Artist. The Client should not expect to receive any items that are not listed here. The Client understands that there have been no other insinuations of delivery for any product or service that is not included in this description. These include:

[All Package Balloon/Decor Deliverables]

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[All Package Services]

- Balloon Setup

[Additional/Add-On Products or Services]

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2. PAYMENT TERMS & CONDITIONS: *Customer Initials* _____

A non-refundable deposit/retainer of 50% of the total balance is due to the Artist at the time of booking in order to secure your Event day. The remaining balance (50%) shall be paid in full no later than 1 days before the Event date, unless otherwise agreed upon in writing by both parties. The Provider reserves the right to cancel the booking if payment is not received by the payment due date. Customer is fully responsible for providing timely access to the event area for set-up and installation.

Forms of payment accepted: Cash, Money Orders, Zelle, Paypal or CashApp. **A 3% charge will be added for any payments using Debit/Credit Card on the total amount.**

\$ _____ Total (Including Fees, Estimated Expenses, and Taxes)
\$ _____ Delivery Fee
\$ _____ Deposit (Due Upon Signing Agreement)
\$ _____ Remaining Balance Due [__/__/20__]

3. CANCELLATION & DESIGN CHANGE FEES: *Customer Initials* _____

If Customer cancels or postpones the rentals and decor for any reason, the deposit will not be refunded, however, a credit is issued in the total of materials purchased which can be applied to any future event for up to one year. Any paid monies will not be credited if the cancellation or postponement occurs within 1 week of scheduled delivery date. A design change fee minimum of 10% of the new total will apply to all changes made within 1 week of event date. Fees may vary depending on the extent of the change.

4. OUTDOOR EVENTS: *Customer Initials* _____

Sunshine, wind and other atmospheric conditions dramatically affect balloon decor. For all outdoor events, classic balloon décor, deliveries, and balloon sculptures **CANNOT** be guaranteed to withstand inclement weather. Customer should have a secondary plan to include an indoor location for deliveries. All Sales Final.

5. DAMAGE TO EQUIPMENT: *Customer Initials*: _____

All rented equipment, including but not limited to poles, fabric, lighting, and backdrops, are the Artist's property and must remain onsite for pickup after the Event. The Client acknowledges and accepts responsibility for any damage or loss caused to the Artist's equipment by the Client, their guests, or other vendors contracted by the Client, as well as by any form of theft, misplacement, fire, flood, earthquake, vandalism, or other disaster related to the Event. The Client agrees to compensate for any loss within three days after the event. The Client is responsible for access to retrieve said equipment, materials, and props after the event.

6. MATERIALS GUARANTEED: *Customer Initials*: _____

The Artist guarantees that all materials used in the decorations will be of professional quality and in accordance with manufacturer specifications. In the event that a requested product is discontinued by the supplier or becomes unavailable, the Artist reserves the right to make any necessary last-minute changes to the materials. Such substitutions will be of like kind and quality, ensuring that the overall aesthetic and impact of the decorations are maintained.

7. DISPLAY: *Customer Initials*: _____

By signing the Terms & Conditions, the Client agrees that **BBA** may use the decorated display including video recordings and photographs for usage, including but not limited to social media networks, flyers, billboards, displays, and any other form of promotional marketing.

All designs/displays installed by **BBA** are the property of **BBA** in return **BBA** reserves the right to utilize any/all photographs and video recordings as deemed necessary, for promotional use.

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This also includes any personal photographs or video recordings taken by the Client or the Client's guests. **BBA** reserves the right to include the official **BBA** logo on any personal photographs or video recordings made, from an **BBA** installation. **BBA** also reserves the right to refuse to use any photographs or video recordings made by any of the following, including but not limited to; **BBA** the Client, the Clients' guests, photographers, videographers, venue personnel, or any other vendors.

8. SAFETY & WARNING: Customer Initials: _____

The Artist shall be solely responsible for their own safety and the safety of their employees, contractors, and assigns during the performance of services outlined in this Agreement. They will abide by the Event venue's rules and regulations and act in accordance with applicable laws. The Artist will take necessary precautions to minimize risks and hazards, following industry-standard safety practices.

DO NOT allow anyone to inhale from the balloons or filling equipment. Helium inhalation or injury from lack of oxygen, slipping on broken balloons, latex allergies, children having access to balloons before, during, or after events. Customer is responsible for supervising all use and preventing misuse or abuse of helium, balloons, equipment and material related to the event.

Customer hereby agrees to be responsible for the following:

Children putting balloons in their mouth and choking, eye/facial/bodily from popping balloons, heart attacks and hearing loss from popping balloons, lesions, abrasions, choking, dizziness, drowsiness, loss of consciousness, broken body parts, death or any other personal or property damage caused or alleged to have been cause by popping balloons, or damage to swimming pools filtration systems caused by broken balloons.

9. LIABILITY & INDEMNITY: Customer Initials: _____

The Client releases the , Johanna Woodard(Artist), employees, and assigns from any and all claims, demands, losses, damages, causes of action, or liabilities arising from or in connection with the decoration products and services provided by the Artist. Further, the Client agrees to indemnify and hold harmless the Artist, its agents, employees, and assigns from any and all claims, damages, or expenses, including reasonable attorney's fees, arising from or in connection with the decoration products and services or the Client's breach of this Agreement. This includes but is not limited to third-party claims.

10. ACCEPTANCE: Customer Initials: _____

By signing this Agreement, the Client acknowledges that they have read and understood all of its terms and provisions, and that this Agreement represents the entire understanding between the Client and the Artist. Any modifications to this Agreement must be made in writing and signed by both parties. By signing below, the Client is responsible and accepts responsibility for ensuring that full payment is made pursuant to the terms of this Agreement.

This Agreement and any addenda or amendments hereto may be executed electronically and the parties agree that any electronic signature shall have the same force and effect as an original signature.

Artist Signature

Artist Name Printed

Date

Client Signature

Client Name Printed

Date