

# SERVICE AGREEMENT - TERMS AND CONDITIONS

## BOOKING

When booking an installation for an event with Rocky Mountain Balloons & Event Design also known as “RMB”, the following document serves as reference to RMB and the Terms & Conditions. RMB highly recommends that all installations be scheduled at minimum, 30 days, however we will accept installation dates as late as 2 weeks prior to the date of your event which will occur in a 20% rush fee. By completing any or all invoice(s) means you are in agreement to all the following terms and conditions of Rocky Mountain Balloons, LLP.

Your event is not officially booked, with the date reserved for your installation, until the entire balance of the retainer fee / order is completed. There will be a due date for payments on both the retainer fee and the final payment prior to the date of installation, if applicable.

For smaller items please contact us directly or place order online.

## RETAINER FEE

A retainer fee of 50% of the total billed, will be required in order to reserve any date(s). If the amount is not determined at the time the Terms & Conditions is received, the Client will be required to pay a retainer fee of \$200.00. After the balance of the installation is determined, the Client understands they are responsible for paying the remaining balance. The Client is responsible for completing the balance 2 weeks prior to event date. If the total balanced billed is less than \$200, the order will be considered paid in full, any credit on the account will be refunded to the Client. If the Client wishes to not utilize the services of RMB, any payments made towards the retainer fee are forfeited and considered non refundable..

# Rocky Mountain Balloons

## Continued...

### ACCEPTABLE PAYMENTS

Payments can be made with Debit/Credit Card, Venmo, or CashApp. We accept MasterCard, Visa, Discover, Amex.

\*Cash/Checks are not acceptable forms of payment.

Failure to make the required payment by the given due date may result in any/all of the following:

- Invalidation and removal of any applicable discounts, special promotions, complimentary services,etc.
- The forfeiture of any payments already made.
- The release of event date and time.
- Termination of the contract.

### BALLOON FLOAT TIME

Your balloon decor will be designed around the specifications of your event.

- Latex balloons have an approximate float time of 12 hours.
- Mylar/Foil balloons have an approximate float time of 3 days.
- There are many variables that can affect the float time of your balloon decor including but not limited to weather, rain, wind, extreme heat.
- Please be aware of this if you are reserving a date for an outdoor installation as we are not responsible for the care of the balloons after leaving the event premises.

# Rocky Mountain Balloons

## OUTDOOR INSTALLATIONS

\*\*\*\*\*WE DO NOT CANCEL FOR BAD WEATHER UNLESS DEEMED DANGEROUS WEATHER OR A NATURAL DISASTER\*\*\*\*\* \*\*\*\*\*BY LOCAL STATE / GOVERNMENT OFFICIALS\*\*\*\*\*

By signing the Terms & Conditions, the Client acknowledges that some balloon decor may be affected by temperature and humidity, something that RMB can not be held liable for. RMB 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. RMB 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 Directors from installing the balloon decor in the original location at a venue, the Creative Directors is able to move the balloon decor to that location (still on site at original address) and attempt to complet the installation.

If the client chooses to cancel installation due to last minute setup changes,

- 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.
- RMB 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 RMB.
- 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.
- RMB agrees to be present and ready for installation even if it is raining, snowing, or displaying any othertype of "irregular" weather, with the exception of road closures.

# Rocky Mountain Balloons

## Continued...

### REFUNDS

RMB is an event based company specializing in balloon decor installations. We understand situations arise that will either require the Client to cancel or reschedule their event, and although we are empathetic to those situations, we are unable to refund any payments made. When we accept an order, we begin working immediately on selecting the best design and decor needed to accomplish our goal, a perfect installation for your event.

Anyone retaining services via RMB will be required to pay a retainer fee based on the size, detail, and value of the installation. This payment is expected to be paid in full prior to any services being rendered to the Client.

No refunds are given for any payments towards the retainer fee, even if the retainer fee is not paid in full.

No refunds are given for any payments made towards the remaining balance of the installation order regardless of the situation. The retainer fee, retains RMB for your installation and the remaining balance is used to order any materials, supplies, as well as cover any labor, traveling expenses, etc. As long as a written notification is received by RMB and the cancellations/rescheduling guidelines are followed, we are able to reschedule the installation. Failure to inform RMB by the required time for the cancellation/rescheduling of an installation, may result in any/all of the following:

- The forfeiture of any payments made
- The release of event date and time
- Termination of the contract
- Cancellation fees



# Rocky Mountain Balloons

## SERVICE AGREEMENT - TERMS AND CONDITIONS

### RESCHEDULING

The Client has the freedom to reschedule the installation with a written seven day notice. The Client may reschedule for any date within the next 365 calendar days, at the convenience of RMB, without being charged a cancellation fee. The reschedule date is subject to availability. If we are unavailable, the below cancellation policies and fees will apply. We suggest that if the Client needs to reschedule, they include the preferred date to reschedule as well as a second choice, in the event that the first choice is unavailable.

### CANCELLATIONS

The Client has the freedom to cancel at any time without receiving a cancellation fee, so as RMB receives a written notice within 7 days. If a written notice is not received by RMB within 7 days of the scheduled installation, the Client will forfeit event date without any transferrable credit. Please be aware, any and all payments made towards any of the following, including but not limited to; retainer fee, materials, supplies, labor, etc. will be forfeited and considered non-refundable.

### REDUCTIONS & CHANGES

Removing or adding decor to an installation can not be done after the Terms & Conditions have been signed. A separate order may be placed for any additions the Client wishes to have for the event, however it is at the sole discretion of the Creative Directors, whether or not that order is accepted or declined. If the new order is accepted, it will be subject to the entire Terms & Conditions, as stated in this agreement. This includes 50% of the total balance of the order as a retainer fee.

# Rocky Mountain Balloons

## 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 RMB. 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) will be forfeited and considered non-refundable.

It is the Client's responsibility to make arrangements for RMB 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 RMB 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 RMB 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 RMB and its Creative Directors 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 Directors 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 Directors 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 Directors to inform RMB 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.

# Rocky Mountain Balloons

## INSTALLATION

The Creative Directors overseeing the installation should receive any permits, access passes, gate/room access cards, wrist bands, etc, 24 hours prior to the date of installation to ensure access to the venue. If access is denied at any time, for any reason, including failure or lack of communication, it will result in items not being installed punctually or adequately, and possibly not at all. If this occurs, the Client agrees that RMB will not be held liable.

- All installations require a minimum of 2 (two) hours for orders totalling \$150-\$450.
    - All installations require a minimum of 3-4 (three-four) hours for orders of \$450-\$650.
    - All installations require a minimum of 4-5 (four-five) hours for orders \$651+.
- If any orders are of intricate detail, large capacity, or for any other reason that requires more than 4 hours for installations, they will be documented and adhered to in order to receive a quality installation. Please see pricing for delivery and installation fees.

## CLIENT INSTALLATIONS

- If applicable, the Client may transport and install their order themselves.
  - This must be communicated in writing prior
- The Client agreeing to transport and install the order themselves, will have the delivery and installation fee waived.
- The Client agreeing to transport and install the order themselves, also relinquishes RMB of any/all responsibility for the order once completed and paid for, including the outcome of the installation.

## RMB INSTALLATIONS

- There will be a delivery and installation fee, figured into the pricing for the event during the booking stage.
  - Failure to have the entire balance paid for, regardless the dollar amount, will result in a cancelled installation and forfeited payments, which can not be refunded or transferred.
  - A team from RMB, including your Creative Directors, will arrive at the venue at designated time for installation.
  - Our team will need to unload the equipment and decorations to the designated area, set up a designated working space, free from interruption or traffic from other vendors.
  - The time designated for the installation will be utilized, however, any time left over after installation is complete, is not subject to placing personal decor.
- Any and all equipment and props are property of RMB and will be returned to RMB either the same day, after the event or the following day, if being transported by the Client. By signing the Terms & Conditions the Client agrees that there will be no other balloons, balloon decorators, or balloon companies on site, throughout the entire installation and event. RMB reserves the right to refuse further service towards the event, resulting in foreited payments.

# Rocky Mountain Balloons

## DISASSEMBLY

- After an event, the Client is responsible for disassembling and returning all equipment and property of RMB, as well as properly disposing of the remaining balloons.
- RMB can disassemble an installation if desired by the Client. In this case a Breakdown fee will be added to the total order during the booking stage.
- If the Client chooses to breakdown the set themselves after a fee has already been paid, that payment will be forfeited and considered non refundable.

## OWNERSHIP of EQUIPMENT & MATERIALS

- All equipment, materials, and props used for the installation, are the sole property of RMB and are used on a rental basis only.
- The Client is responsible for access to retrieve equipment, materials, and props after the event.
  - The Client solely responsible for the equipment, during and after the event, until surrendered back to RMB.
  - Failure to do so, will result in the Client accepting sole responsibility for the property of RMB and agrees to have the card on file charged or be sent an invoice and agrees to pay it.
  - Any damage or vandalism that occurs to any of the property of RMB during the event, including any damage or vandalism that occurs due to the Client's guests, will result in the Client accepting sole responsibility for the property of RMB and agrees to have the card on file charged or be sent an invoice and agrees to pay it. This includes but is not limited to misuse, theft or disasters (fire, flood, earthquake).

## BALLOON RELEASES

Although balloon releases are intended to remember someone lost, support a cause, show respect for someone or something, and much more, RMB does not participate in balloon releases of any kind, regardless the number of balloons requested. RMB will not fill orders for anyone intending on releasing the balloons. Releasing balloons is detrimental to our environment in many ways. Balloons float hundreds, if not thousands of miles and when they land, they run a chance of landing in the ocean, in areas where livestock could accidentally eat them, or anywhere else as litter. We do not support, do not fill orders for and advise against participating in any balloon releases. If, by chance, RMB is informed of the Client participating in a Balloon Release before or after delivery, RMB reserves to right to refuse service to client indefinitely.



# Rocky Mountain Balloons

## DISPLAY & PROMOTIONS

The Client must agree that RMB may use the decorated display including video recordings and photographs for usage on the official RMB website, including but not limited to social media networks, flyers, billboards, displays, commercials, and any other form of promotional marketing. All designs/displays installed by RMB are the property of RMB, in return RMB reserves the right to utilize any/all photographs and video recordings as deemed necessary, for promotional use. RMB reserves the right to include the official RMB logo on any personal photographs or video recordings made, from an RMB installation.

## EVENT VENDORS & COORDINATORS

RMB 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.

- RMB is not responsible for assisting other vendors in tasks related to their designated field.
- RMB 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 RMB.
- RMB 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.
- RMB will not refund any payments made due to other vendors hindering or becoming detrimental to the progress and quality of the installation. Any vendors involved with an installation, it is the responsibility of the client to ensure all aspects are planned and scheduled accordingly.
- RMB 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.

# Rocky Mountain Balloons

## INDEPENDENT CONTRACTORS

The Terms & Conditions are not to be misconstrued as an employment agreement in any way. RMB and its Creative Directors, as well as the team and/or any vendors accompanying the Creative Directors functions solely as Independent contractors. The Client understands that the Creative Directors are professional and do not need to be supervised during the installation of the balloon decor.

## SAFETY

In the event RMB or the Creative Directors deem the event or the installation to be unsafe, the Creative Directors have the authority and obligation to refuse service of the installation until the unsafe situation is made safe again. If the Clients 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, RMB 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, RMB 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 submitting a payment, I agree to this Terms & Conditions document, 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 Directors will play in the installation for my event.

# *Rocky Mountain Balloons*

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