



Terms and Conditions

Booking

When booking a set up for an event with Balloons from a Maven's View, LLC DBA Balloon Maven (hereafter referred to as Balloon Maven), this document serves as the Terms & Conditions of the Balloon Decoration Agreement ("Terms & Conditions). Balloon Maven highly recommends that all set ups be scheduled at minimum, 30 days before your event. However, we will accept set up dates as early as 2 weeks prior to the date of your event. If your set up is invoiced \$800 or more, it is mandatory to book 30 days prior to the set up date.

Your event is not officially booked, with the date reserved for your set up, until the full balance of the Services cost and the Signed Agreement are received by Balloon Maven. There will be a due date for payments on both the retainer fee and the final payment prior to the date of set up, if applicable. For smaller items please contact one of our Creative Directors.

RETAINER FEE

A non-refundable retainer fee in the amount of 50% of the total cost of service is due upon the signing of this Agreement. The remaining balance is due 3 days prior to the set up. Full payment of any custom item(s) is due at least one week prior to ordering the item(s); and is nonrefundable. Forms of payment accepted: Cash, Money Orders, Business Checks, PayPal, MasterCard, Visa and American Express. Acceptance of personal checks will be determined on a case-by-case basis.

Payments Made

Payments can be made with Debit/Credit Card, PayPal. We accept MasterCard, Visa, Amex. 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 Agreement.

Refunds

Balloon Maven is an event company specializing in balloon decor set up. Anyone retaining Services via Balloon Maven will be required to pay a retainer fee based on the size, detail, and



value of the set up. A non-refundable retainer fee in the amount of 50% of the total cost of service is due upon signing of this Agreement. The remaining balance is due no later than 3 days prior to the set up. Full payment of any custom item(s) is due at least one week prior to ordering the item(s); and is nonrefundable.

No refunds are given for any payments made towards the remaining balance of the set-up order regardless of the situation. If written notification is received by Balloon Maven, in accordance with the rescheduling requirements, we will reschedule the set up. Failure to inform Balloon Maven by the required time for the rescheduling of a set up, may result in any/all of the following:

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

Rescheduling

The Client may request to reschedule the set up with a written notice via email to “sales@mavensview.com”. This request must be received and approved in writing by Balloon Maven seven (7) calendar days prior to the set-up date. The Client may reschedule for any date within the next 365 calendar days, at the convenience of Balloon Maven, without forfeiting previously made payments. 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.

Reductions & Changes

Removing or adding decor to a set up cannot 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 Director, 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.

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 Balloon Maven. 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), said payment(s) will be forfeited and considered non-refundable.

Venue Access and Set Up

It is the Client's responsibility to make arrangements for Balloon Maven to gain/maintain access of the venue and for seeing that the venue has the name of the Creative Director's name and contact number. The Client is also responsible for obtaining any permits, access passes, gate/room access cards, wristbands for entire staff, as well as notify Balloon Maven of any room changes within the venue, if applicable, with at least 24 hours' notice. Access arrangements apply to access at least 24 hours prior to the event for set up, as well as access to strike, if applicable, or breakdown any props, designs, equipment, etc. Balloon Maven is not liable for Client's failure to ensure access to the venue. The following timeframes and pricing apply:

- All set ups require a minimum of 2 (two) hours for orders totaling \$150-\$450.
- All set ups require a minimum of 3-4 (three-four) hours for orders of \$450-\$650.
- All set ups 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 set ups, they will be documented and adhered to in order to receive a quality set up. Please see pricing for delivery and set up fees.

- A team from Balloon Maven, including your Creative Director, will arrive at the venue at the designated time for set up.
- 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 set up will be utilized, however, any time left over after set up is complete, is not subject to discounts or refunds.

Any and all equipment and props are property of Balloon Maven and will be returned to Balloon Maven either the same day, or no later than two business days 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 set up and event. Balloon Maven reserves the right to refuse further service towards the event, resulting in forfeited payments.

Personal Residence Set Up

If the location of the event is located in a personal residence, the above set up times still apply. The access requirements are still applicable in regards to allowing the Balloon Maven and its Creative Director and teams access to make the set up. The Client understands that set ups 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 set up, please inform your Creative Director when signing the Terms & Conditions as it will need to be documented in the proposal.

Client Set Up

- If applicable, the Client may install their order themselves.
- This will be documented in writing at the time that the Agreement is signed and the retainer fee provided. This selection will not be changed after signing the Agreement.
- Balloon Maven will not be responsible or liable for the order once completed and paid for, including the outcome of the set up when the Client chooses to install the order themselves.

Striking & Disassembling

Indoor/Outdoor Set Up

- After an event, the Client is responsible for disassembling and returning all equipment and property of Balloon Maven at a time and place to be determined, as well as properly disposing of the remaining balloons.
- Balloon Maven can strike and disassemble a set up if desired by the Client. A striking fee will be added to the total order during the booking stage.
- If the Client chooses to strike the set themselves after a striking fee has already been paid, that payment will be forfeited and considered nonrefundable.
- If the Client chooses to strike the set themselves, Balloon Maven will not be responsible or liable for any personal injuries or property damage that may be incurred.

Ownership of Equipment & Materials

All equipment, materials, and props used for the setup, are the sole property of Balloon Maven and are used on a rental basis only.

- The Client is responsible for access to retrieve said equipment, materials, and props after the event.
- Signing the Agreement makes the Client solely responsible for the equipment, during and after the event, until surrendered back to Balloon Maven.
- Failure to do so, will result in the Client accepting sole responsibility for the property of Balloon Maven and agrees to have the credit card on file charged, if the Client fails to pay the invoice within 10 days after it is mailed or otherwise delivered to the Client.



- Any damage or vandalism that occurs to any of the property of Balloon Maven 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 Balloon Maven and agrees to have the credit card on file, if the Client fails to pay the invoice within 10 days after it is mailed or otherwise delivered to the Client. This includes but is not limited to misuse, theft or disasters (fire, flood, earthquake).

Balloon Float Time

Your balloon décor will be designed around the specifications of your event. For example: if you need a balloon to float for a minimum of 12 hours, we will provide you with a balloon that will float for 12 hours, and not much more. This applies only to Latex type balloons. Our Mylar/Foil balloon will stay afloat for up to 1 week on average. The average life of a Latex Helium balloon is less than 24 hours. 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 set up. If you would like to extend the float time of your balloons, please let us know and it will be written into the Agreement.

Balloon Releases

Although balloon releases are intended to remember someone lost, support a cause, show respect for someone or something, and much more, Balloon Maven does not participate in balloon releases of any kind, regardless of the number of balloons requested. Balloon Maven 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 and will not be liable for the results of any events or activities that violate this policy.

Outdoor Events

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

By signing the Agreement, the Client acknowledges that some balloon decor may be affected by temperature and humidity, something that Balloon Maven cannot be held liable for. Balloon Maven 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. Balloon Maven NEVER guarantees perfect results for any set up done outdoors or in these uncontrollable situations.



- In the event there is a situation that prevents the Creative Director from installing the balloon decor in the original location at a venue, the Creative Director will attempt to move the balloon decor to a location, acceptable by the client, but still on site at the original address, and attempt to complete the set up.
- 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 nonrefundable.
- Balloon Maven will however, not be able to guarantee a quality and perfect set up due to last minute setup changes, but will make reasonable attempts to ensure the setup is completed.
- If dangerous weather or a natural disaster, as acknowledged by a local/state/government official, occurs that causes the venue to close and prevents the event from taking place, the Client may reschedule the set up for a different date, within the next 365 days.
- If the Client cancels the event due to rain or other bad weather, not designated as "dangerous weather" or "natural disaster" by a local/state/government official, the Client understands that the payments will be forfeited and considered nonrefundable.

INDEMNIFICATION/HOLD HARMLESS:

Client agrees to indemnify and hold harmless Balloon Maven from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against the Balloon Maven that result from the acts or omissions of the Client, the Client's guests, and the Client's agents. Client will indemnify Balloon Maven against any legal liability associated with the use of balloon equipment, equipment used to complete designs, its representatives, employees, or affiliates. Client hereby agrees to hold harmless and without liability, Balloon Maven and all its principals, owners, or employees from any of the following, but not limited to:

Helium inhalation or injury from lack of oxygen, slipping on broken balloons, latex allergies, children having access to balloons before, during or after events, children putting balloons in their mouths and choking, eye/facial/body injuries from popping balloons, heart attacks from popping balloons, hearing loss due to popping balloons, lesions, abrasions, suffocation, choking, loss of sight, loss of hearing, dizziness, drowsiness, loss of consciousness, broken body parts, death or any other personal or property damage caused or alleged to have been caused by popping balloons, or damage to swimming pool filtration systems caused by broken balloons.

Pricing & Fees: All pricing regarding the entire order including but not limited to; retainer fee, delivery fee, set up fee, striking fee, etc. will be documented during the booking stage. All payments made towards any and all of these charges are nonrefundable. Please make sure you



have communicated the necessary details to any other vendors you may be working with prior to booking with Balloon Maven.

Retainer Fee: 50% of total order for set up.

Delivery Fee starting at \$25 (Anything 50 miles or more, please contact us.)

Striking Fee - Must be paid for prior to the event and documented

Display & Promotion

By signing the Agreement, the Client agrees that Balloon Maven may use the decorated display including video recordings and photographs for usage on the official Balloon Maven 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 Balloon Maven are the property of Balloon Maven. Balloon Maven reserves the right to utilize any/all photographs and video recordings as deemed necessary, for promotional use.

Balloon Maven reserves the right to include the official Balloon Maven logo on any personal photographs or video recordings made from a Balloon Maven set up. This includes any personal photographs or video recordings taken by the Client or the Clients' guests.

Balloon Maven reserves the right to refuse to use any photographs or video recordings made by any of the following, including but not limited to, the Balloon Maven, the Client, the Clients' guests, photographers, videographers, venue personnel, or any other vendors.

Vendors & Event Coordinators

- Balloon Maven is not responsible for assisting other vendors in tasks related to their designated field.
- Balloon Maven 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 Balloon Maven.
- Balloon Maven will not refund any payments made due to other vendors hindering or becoming detrimental to the progress and quality of the set up.
- Any Client working with an Event Coordinator will ensure their coordinator is informed of the set-up arrangements prior to the day of the event.



Independent Contractor

The Terms & Conditions are not to be misconstrued as an employment agreement in any way. Balloon Maven and its Creative Director, as well as the team and/or any vendors accompanying the Creative Director functions solely as Independent contractors.

Safety

In the event Balloon Maven or the Creative Director deems the event or the set up to be unsafe, the Creative Director has the authority and obligation to refuse service of the set up until the unsafe situation is made safe again. If the Clients guests or other vendors have made the set up or location unsafe, the Client assumes full responsibility and pays any fees for travel, rentals, staff, etc. If this situation occurs, Balloon Maven will leave all balloon decor onsite for the Client and will remove themselves and all property, equipment, staff, etc. from the property immediately.

MISCELLANEOUS TERMS:

In the event of a conflict between parties, Client agrees to solve any arguments amicably between Balloon Maven and Client, or by arbitration or pursuant to the laws of the State of Maryland. In the event that Balloon Maven is unable to complete the agreed upon decorations Client shall be refunded a prorated amount based on the amount of service received. If for any reason beyond our control Balloon Maven staff becomes sick or cannot provide services, and no service is received; Balloon Mavens maximum liability will be the return of all payments received from Client. Balloon Maven is not responsible for any consequential damages or lost opportunities upon breach of this Agreement.

The Terms and Conditions in this Agreement contains the entire agreement between the parties and supersedes all previous agreements, whether written or oral, between the parties relating to the services provided by Balloon Maven. No representation or understanding, whether written or oral, that is not expressly set forth in this Agreement shall be enforced or otherwise be given any force or effect.

Please be advised that prices are subject to change without notice.

Contact

sales@mavensview.com

(301) 388-5566