

# Beautiful Lavish Designs

## Contract

Client Name: \_\_\_\_\_ Event Date: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Event Location: \_\_\_\_\_

Start Time: \_\_\_\_\_ AM / PM End Time: \_\_\_\_\_ AM / PM

Event Type: \_\_\_\_\_

Theme / Colors: \_\_\_\_\_

This contract is made between Beautiful Lavish Designs and **CLIENT** 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.

### **BOOKING:**

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:**

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/Décor Deliverables]**

- One Premium Organic Balloon Garland, Five Custom Balloon Center Pieces, Two Classic Balloon Columns with Personalized Premium Gold Toppers, One Balloon Wall in Event Colors

#### **[All Package Services]**

- Platinum Setup and Decoration Service

#### **[Additional/Add-On Products or Services]**

- 15 Confetti Balloons, 3 Ex. Large (36") Bobo Balloons, 2 Ex. Large (36") Personalized Balloons

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### **PAYMENT:**

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 2 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.

\$ \_\_\_\_\_ Total (Including Fees, Estimated Expenses, and Taxes)

\$ \_\_\_\_\_ Delivery Fee

\$ \_\_\_\_\_ Deposit (Due Upon Signing Agreement)

\$ \_\_\_\_\_ Remaining Balance Due [DUE DATE]

### **MISCELLANEOUS EXPENSES:**

The Artist shall be entitled to reimbursement for any additional unforeseen and incidental expenses they incur that directly relate to the delivery of contracted products and services. The Artist will make reasonable efforts to obtain pre-approval from the Client whenever possible; however, the Artist reserves the right to exercise their judgment and incur necessary expenses for the successful execution of the contracted services.

### **SERVICE:**

The Artist shall arrive at the Event location at **least 2 hours** prior to the scheduled start time in order to deliver and efficiently set up all the agreed-upon decorations. The Artist will perform all contracted balloon services before and throughout the Event, employing their expertise and creativity to deliver exceptional balloon artistry that aligns with the Client's vision. Following the Event end time, the Artist will break down and remove any rented decorations, ensuring a clean and tidy event space.

### **VENUE ACCESS:**

The Client is responsible for ensuring that the Artist has appropriate advance access to the Event space, and for providing any necessary tickets, badges, or other items needed for entry. The Artist cannot be held liable for delayed or incomplete decorations or services if adequate advance access is not granted.

### **MATERIALS GUARANTEE:**

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.

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## *Contract*

### **DAMAGE TO EQUIPMENT:**

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, vandalism, or other disaster related to the Event. The Client agrees to compensate for any loss within three days after the event.

### **WEATHER/OUTDOOR EVENTS:**

The Client acknowledges that the Artist is not liable for damage, loss, breakage, or reduced impact of balloon décor due to weather conditions (e.g., wind, rain, or snow) at outdoor venues. Harsh weather is outside of the Artist's control and has a particularly detrimental impact on balloon décor. The Client is responsible for arranging a backup indoor venue in case of adverse weather conditions.

### **PHOTO RELEASE:**

By signing this Agreement, the Client grants the Artist permission to use, reproduce, and distribute any photo and video media of the décor for promotional purposes, including but not limited to advertising, marketing, and social media. The Client and their guests hereby release and discharge the Provider from any and all claims and demands arising out of or in connection with the use of such media.

### **CHANGE/CANCELLATION/TERMINATION POLICY:**

Should the Client decide to cancel the event or this contract, the deposit is non-refundable. Should the Client decide to reschedule the Event, the Artist will make every effort to accommodate the Client's request and provide services on the new date. However, if the Artist is not available on the new Event date, the Artist shall be entitled to retain the initial deposit.

Should the Artist be prevented from providing services at the Client's Event due to serious unforeseen circumstances (including but not limited to injury or serious illness), all payments, including the initial deposit, will be fully refunded to the Client. The Artist reserves the right to terminate this Agreement at any time if there is reasonable suspicion of the Client breaching the terms outlined herein. No refunds will be given in the case of a breached-contract termination.

### **FORCE MAJEURE:**

If either Party is prevented from fulfilling any terms of this Agreement due to events outside of their control, such as acts of terrorism, fires, floods, acts of God, government regulations, riots, civil disorder, strikes, power outages, or any other cause beyond their reasonable control, they shall not be held liable. In such an event, the Artist shall be entitled to keep the initial retainer fee, and neither party shall have any further liability or obligation under this Agreement.

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### **SAFETY:**

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.

### **LIABILITY & INDEMNITY:**

The Client releases the Artist, its agents, 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.

### **GOVERNING LAW:**

The interpretation and enforcement of this Agreement shall be governed by the laws of the state or province in which the Event takes place. Any dispute arising out of or relating to this Agreement or the provision of products and services by the Artist that cannot be reasonably resolved between the Client and Artist shall be resolved to the fullest extent permitted by law through final and binding arbitration by a single arbitrator.

### **ACCEPTANCE:**

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