Balloon Contract / Décor Contract

Contract between: Baltimore's Best Events, L.L.C. ("Baltimore's Best") and Gia Magliano ("Customer") 1. Description of Event and Balloon / Décor **Qty** Items 2. Payment Terms and Conditions: Customer Initials_ It is agreed upon by the parties that the total cost of the rentals and décor is \$0.00 payable in full to Baltimore's Best Events, LLC no later than two weeks prior to the event to guarantee delivery of the order. 50% of the balance, in the amount of , will be paid to reserve the service. Customer is fully responsible for providing timely access to the event area for set-up and installation. Forms of payment accepted: Cash, Money Orders, Business Checks, American Express, MasterCard, Visa, or Discover. Corporate Accounts available by prior written arrangement with Baltimore's Best Events, LLC. 3. Cancellation and Design Change Fees: **Customer Initials** If Customer cancels or postpones the rentals and décor for any reason, the deposit will not be refunded, however, a credit is issued 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 three days of scheduled delivery date. A design change fee minimum of 10% of the new total will apply to all changes made within 24 hours 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 décor. For all outdoor events, classic balloon décor, deliveries, and balloon sculptures <u>CANNOT</u> be guaranteed to withstand inclement weather. Customer should have a secondary plan to include an indoor location for deliveries. All Sales Final. 5. Ownership of Materials: Customer Initials Delivery for rentals is 10:00AM to 11:00AM. Pickup time for rentals when applicable is 01:00PM. All equipment used for the balloon design is property of Baltimore's Best and is used on a rental basis. Customer is fully responsible for providing timely access to the event area for strike and teardown. Should all equipment and materials not be available to retrieve from the location, the customer will be responsible for the replacement costs of the missing equipment or material. 6. Safety Warning: Customer Initials DO NOT allow anyone to inhale helium from the filling equipment or from balloons! Inhaling helium gas directly from highpressure tank or inflated balloons can cause dizziness, drowsiness, loss of consciousness or other serious injury. Popping balloons can cause eye or other injury. Protective gear, including eye shields, should be worn. Customer is responsible for supervising all use, and preventing all misuse or abuse of helium, balloons, equipment and material related to the event. Customer hereby agrees to hold harmless and without liability, Baltimore's Best Events, L.L.C. and all principals, owners, or employees of said Limited Liability Corporation from any of the following: 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, eve/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. Signing Below indicates you have completely read and concur with the terms of this contract.

Date

Date

Phone Number

Customer Signature

Agent Signature