

# 918Celebrate Contract Terms & Conditions

## Booking

Complete the Balloon Order Form found on [Contact Page](#) on our website. Be sure to attach any inspirational photos or a Pinterest Board of your vision and a pre-determined budget with realistic expectations after reviewing our website. Providing photos of the venue is also helpful.

Upon receipt, we will confirm the date and time you selected is available.

You will then receive an estimate and required contract for the services requested, by email and/or text message. Please note the deposit option is not available for events booked less than 14 days from the event date. Full payment will be required within 48 hours of the final invoice to secure service.

If your installation is invoiced for \$1000 or more, it is highly recommended to book at least 30 days prior to the installation date.

## TO SECURE AN EVENT

Review and sign the electronic contract attached to the estimate proposal and contact us immediately if there are any questions. Once all items on the estimate are accepted, and the contract is signed, you will receive an invoice to complete the payment. By converting to an invoice, you agree to the terms and policies of 918Celebrate. You may then request a complimentary virtual mockup of your décor no less than 10 days before your scheduled event.

After accepting your invoice, a 50% retainer/deposit is required and will serve as a non-refundable retainer fee which will credit to the total invoice securing decorating services. The non-refundable retainer fee/deposit is required within 48 hours to reserve your date and time. **Full payment is required for bookings less than 14 days before the event date.** Non-payment will result in release of the requested date and termination of the contract. The event date will not be secured.

The remaining balance must be completed no later than 7 days before your event, delivery or pick-up.

## ESTIMATES

The estimate is based on information provided by the client regarding project requirements. The actual cost may change once all project elements are finalized or negotiated. Prior to any changes of cost, the client will be notified. Estimates are *valid for 2 days* and are finalized with an invoice upon acceptance and receipt of contract.

## INVOICES

A **50% non-refundable retainer/deposit is** required to secure event décor and requested date within 48 hours of accepting an estimate. **Expiration of an invoice forfeits event slot.**

The remaining balance must be completed no later than 14 days before date of service, delivery or pick-up.

For schools, organizations, and corporations, we understand a check may need to be processed for payment. If a payment cannot be made before the event date, a signed promise to pay contract will be required at booking.

## RUSH ORDERS

Each décor creation is customized specifically per client and at least 14 days is preferred to provide you with the right colors/kinds of balloons for your event and/or additional props.

If a rush order is requested (less than 14 days before the event date), a rush fee of \$50 or 10% of the total invoice over \$500 and the non-refundable balance must be paid in full the day of booking or date will not be secured. Please note a short turnaround may not be available for certain items.

## **Cancellation Credit Policy & Rescheduling**

**ALL SALES ARE FINAL.** We do not offer refunds or exchanges for any reason.

All cancellation requests must be made in writing and postmarked within the guidelines of the contract agreement. **Cancellations CANNOT be made after installation or equipment delivery is completed.**

Orders cancelled 7 calendar days prior to a scheduled delivery/installation date are eligible for a *100% cancellation credit* for your next event, equal to total payments made.

Orders cancelled less than 7 calendar days before the delivery/installation date will receive a *cancellation credit* of total payments made minus supplies used.

The cancellation credit will need to be used within 6 months (180 days) of the initial event date or the 50% non-refundable retainer/deposit will be forfeited. The remaining balance will be held for an additional (180 days) before all payments are forfeited.

If 918Celebrate has to cancel service for any reason before the event due to our own circumstances, a 100% refund will be given within 7 business days, or the client has the option to receive credit for future services.

**REFUNDS ARE NOT ISSUED IN THE EVENT OF A WEATHER-RELATED ISSUE OR A NATURAL DISASTER MAKING IT IMPOSSIBLE TO DELIVER.** You will be given the option to reschedule your order within the next 365 days from the original delivery/installation date at the convenience of 918Celebrate without any additional fees.

## **VIRTUAL MOCK-UPS**

Virtual mock-ups provide a visual for the design of your event prior to set-up. This service is complimentary for booked events per request of the client. Virtual mock-ups can only be requested up to 10 days before the event date.

## **SITE CONSULTATIONS**

Phone consultations are available at no charge. On-site consultations may be requested after booking of the event is completed and date secured with the non-refundable retainer payment. The on-site consultation allows for a 1-hour visit in which venue rules, design and color options will be discussed. Additional travel fees will apply for locations more than 50 miles outside of the service area.

## **Delivery, Installation and removal**

Each order requires a minimum order amount to obtain delivery and installation. The order minimum is based on mileage from Jenks, OK 74037.

## **DELIVERY**

\$150.00 minimum order for delivery up to 10 miles

\$250.00 minimum order for delivery up to 25 miles

\$800.00 minimum order for delivery up to 50 miles  
\$1200.00 minimum order for delivery up to 75 miles  
\$2500.00 minimum order for delivery up to 100 miles

## **GRAB & GO DELIVERY**

\$25 Minimum purchase not required and subject to availability within 15 miles of 74037.

## **INSTALLATION**

\$75 Balloon Decor Only  
\$150 Backdrop Designs with Balloons  
\$100 Outdoor Balloon Decor Only  
\$150 Outdoor Backdrop Designs with Balloons

A **2 Hour Minimum** is required for installations up to \$800. A **3-4 Hour Minimum** access may be required for larger jobs over \$800 in the venue or room in which the event will take place. The delivery and set up fee will vary depending on the complexity of the set-up, which may require additional work hours, travel time, truck rental and staff.

Access to the event location and client provided backdrops must be secured and confirmed by the client to ensure timely set-up. 918Celebrate will arrive on-site within 30 minutes of the installation time unless otherwise specified.

918Celebrate cannot be held responsible for delays or incomplete décor if a reasonable amount of time is not allowed to complete décor service.

Please restrain young children and animals while decorator is onsite to avoid any incidents.

Many of the balloons will arrive inflated, but there may be times an electric outlet is required to complete the design. We'll coordinate with you as to the best scenario for your event. We want your designs to look its absolute best!

## **OUTDOOR INSTALLATION DISCLOSURE:**

918Celebrate **WILL NOT GUARANTEE ANY OUTDOOR DÉCOR.**

Though steps will be taken to minimize the effects of outdoor elements, despite best efforts and use of the most quality balloons in the industry, outdoor décor is subject to damage by the weather. In direct sunlight, balloons will expand and may burst within hours. In cold environments, balloons may deflate quickly. Darker colors change faster taking on a velvety texture, clear balloons will become cloudy and foil balloons subject to the outdoors and will not last as long.

Additional installation fees will apply to all outdoor décor.

Heat in Oklahoma can be extremely dangerous, and we care about the safety of our employees.

918Celebrate may not offer balloon décor for events that are both outdoors and in unshaded areas in extreme heat or cold conditions.

## **Removal**

A breakdown and removal fee is charged when we return to the event site to collect any framework and/or décor owned by 918Celebrate.

918Celebrate will strike the balloons only if the client opts to dispose of them. Otherwise, they will remain on site.

The client is fully responsible for providing timely access to the event area for the collection and clean up. Should all equipment and materials not be available at the event location, the client will be responsible for replacement costs.

Some designs can be created on “single-use” framework, thus allowing the customer to waive the breakdown fee and dispose of the balloons themselves.

All re-usable equipment, including but not limited to decor, frames, backdrops, lighting, poles, fabric, etc., are the property of 918Celebrate and must remain onsite for pickup at a specified time and date.

Please do not attempt to break down the equipment should you decide to strike the balloons to avoid any damage.

### **Breakdown & Removal Fee:**

- \$0** Breakdown & Backdrop removal before 10pm
- \$100** Breakdown & Backdrop removal after 10pm
- \$25** Same day Balloon strike only before 10pm & next day after 9am
- \$50** Same day Balloon strike only after 10pm & next day before 9am

### **Balloon Longevity**

Our professional quality balloons are air-filled with a machine and will not float, however, most arrangements can last several months in an indoor, climate-controlled environment away from direct sunlight.

There are times the designer will recommend a special, non-toxic exterior solution to increase the shine and longevity of your balloons to prevent them from appearing dull as quickly. You will want to avoid touching the balloons once the solution is applied. *(additional fees apply)*

Because we cannot ensure the quality, nor speculate about the longevity of balloons not provided by 918Celebrate, **balloons purchased by clients, including amazon kits will not be used.** It is more time-consuming and cost-effective for you to order the balloon décor from us using our professional quality balloons.

**Helium** - We do not offer helium-filled designs due to the high cost and supply storage associated with acquiring helium in the current market. Many helium designs can be adapted to air-filled designs which last longer and offer unlimited décor possibilities.

### **Balloon Guarantee**

We use the highest quality professional balloons to provide the best results but cannot guarantee balloons won't pop. Taking photos of the décor soon after delivery is strongly encouraged. 918Celebrate ensures your arrangement is in good standing before exiting the premise after the installation is complete. If we pop your balloon, it will be replaced at no charge, or a refund will be issued if we are unable to get a replacement in time.

Should balloons pop once we leave the premise, 918Celebrate is not responsible for replacements. Common culprits are people, the elements (weather, direct sunlight, etc.) and sharp objects. The client holds no expectation of repairs, replacements or refunds.

### **Artistic Release & Consistency**

The client has spent a satisfactory amount of time reviewing designer's work and has a reasonable expectation that the designer will perform the services in a similar manner & style that may not be exact; especially with organic designs.

**918Celebrate does not use balloons provided by the client.**

918Celebrate will use reasonable efforts to ensure client's desired services are produced in a style and manner consistent with the designer's current portfolio and make best efforts to incorporate any reasonable suggestions made by the client. However, client understands and agrees that:

Every client is different, with different tastes, budgets, and needs.

918Celebrate services are a subjective art and designer has a unique vision, with an ever-evolving style and technique.

Designer will use its artistic judgement when providing services for client, which may not include strict adherence to client's suggestions.

Although designer will use reasonable efforts to incorporate client's suggestions and desires when providing client with the services, designer shall have final say regarding the aesthetic judgment and artistic quality of the services.

We have made every effort to display as accurately as possible the colors and images of our products. We cannot guarantee that your computer monitor's display of any color will be accurate. If client is not satisfied with final product, 918Celebrate reserves the right to make changes at our discretion.

### **Décor Changes**

All color and or design changes will need to be requested no later than 14 calendar days before the date of service. Additional cost will apply if the client still requires a color or design change after the 14-calendar daytime frame.

### **On-site Changes**

Our mission is to make you and our balloons look great. If we are unable to complete the décor as designed and planned due to unforeseeable circumstances at the event venue, or due to client preference, we will assess a \_\_\_\_\_ we incur any additional labor or material expense as a result of such changes. Venue Rules and regulations of all event sites are the responsibility of the client. The client shall provide a copy of all pertinent rules to us prior to securing our services.

### **Release of Liability waiver**

The client operates/uses the equipment at his/her own risk. The client assumes all risk of injury, illness, damage or loss that might result. 918Celebrate shall not be liable for any damages arising from personal injuries or damage sustained by the client or any minors under their care as a result of any and all activities related to the rental, operation and use of equipment by 918Celebrate.

The client agrees that he/she will indemnify and hold harmless 918Celebrate for all personal injuries, property damages, or any other damages to any and all third parties as a result of any and all activities related to the rental, operation or use of equipment rented. The client will also indemnify and hold 918Celebrate harmless from any and all claims, actions, suits, proceeding costs, expenses, damages and liabilities, including reasonable attorney's fees arising by reason of injury, damage, or death to persons or property, in connection with or resulting from the use of equipment.

All re-usable equipment, including but not limited to frame, lighting, florals, poles, fabric etc., are the property of 918Celebrate and must remain onsite for pickup at a specified time and date.

The client is responsible for all losses due to theft, vandalism, misplacement, or damage. If our equipment is damaged, misplaced, stolen or not returned for any reason, the client agrees to be billed for the repair or replacement cost of the item(s).

Depending on the décor, we may be able to build décor items onto disposable equipment that can be purchased during the booking process. Otherwise, a return pickup fee for all décor items that require breakdown and pickup will apply.

Please do not attempt to break down the equipment to avoid damage after striking the balloons. Leave on site in designated location for pick up.

### **Photo & Video Recording Release Clause**

As a client, you authorize 918Celebrate agents, employees, or representatives, to take photographs, video recordings, and/or audio recordings of you and your guests, including your name, your image, your likeness, your performance, and/or your voice ("Recordings"). You also grant 918Celebrate an unlimited right to reproduce, use, exhibit, display, perform, broadcast, create derivative works from, and distribute photos or recordings in any manner or media now existing or hereafter developed, in perpetuity, throughout the world. You agree that the photos and videos recordings may be used by 918Celebrate for any purpose, including but not limited to, marketing, advertising, publicity, or other promotional purposes. You agree that 918Celebrate will have final editorial authority over the use of the photos and video recordings, and you waive any right to inspect or approve of any future use of the photos or video recordings. You acknowledge that you are not expecting to receive compensation for participating in the photo or video recordings or for any future use of the photo or video recordings. You release and fully discharge 918Celebrate and its employees, agents, and representatives, from any claim, damages, or liability arising from or related to my participation in the photos or video recordings or 918Celebrate future use of the photos or video recordings.

### **Conditions for Hire**

918Celebrate is registered and fully insured.

The right to change prices, terms and/or conditions contained herein; and or changing, suspending or discontinuing any service we offer via this website is reserved by 918Celebrate. We reserve the right

to cancel any event at any time if we consider that the information contained in these Terms and Conditions is not met.

All personal information collected for booking or to process payments is kept confidential.

Information collected is used only to process orders placed directly by the customer. 918Celebrate will not contact customers with unsolicited promotional messages. We do not share or sell customer information with sources outside of the secure channels used to process credit card transactions, nor do we authorize our agents or partners to use this information for promotional purposes, or to sell or share this information.

**918CELEBRATE USES AN ELECTRONIC SIGNATURE IN PLACE OF A HANDWRITTEN SIGNATURE ON PAPER. BY SIGNING YOUR NAME ON A SERVICE CONTRACT, YOU, BEING THE LESSEE, CONTACT PERSON, LESSEE REPRESENTATIVE, OR OTHER INDIVIDUAL ASSUMING THE ROLE OF LESSEE, ACKNOWLEDGE THAT YOU HAVE COMPLETELY READ AND UNDERSTAND THIS CONTRACT AND ANY AND ALL ACCOMPANIED ADDENDUM(S). YOU UNDERSTAND THAT YOU ARE SOLELY RESPONSIBLE FOR ADHERING TO THE TERMS SET FORTH BY IN ANY SERVICE AGREEMENT AND ANY AND ALL ACCOMPANIED ADDENDUM(S).**