

# **PJ's Party Rental & Essentials (Schiada Events L.L.C.) Customer Contract**

940-384-7789

For the purpose of this Balloon Agreement "PJ's Party Rental & Essentials" shall mean Schiada Events L.L.C. and its employees and "Customer/Client" shall mean the person or entity legally booking Services from PJ's Party Rental & Essentials, its agents and/or employees. The Customer is responsible for reading and understanding all information. PJ's Party Rental & Essentials and the Customer agree to the following:

## **1. PLANNING YOUR EVENT:**

As part of your order and at no additional charge, a total of 4 planning hours are provided. These hours include, but are not limited to, your initial consultation, research, written proposal, and revisions and related research. Additional planning time will be charged at \$30 per hour. Activities included are: additional planning or research, revisions to order, additional meetings, conversations via email, phone or other methods for the purposes of design and/or event planning. Rules and regulations of all event sites are the responsibility of the client. The client shall provide a copy of all pertinent rules to events venue/site. Any permits required by City or County are the responsibility of the client.

## **2. BOOKING AN EVENT – DEPOSIT/PAYMENT/ CANCELLATION:**

Quotes do not guarantee performance of services. Balloon Décor Services will only be booked upon receipt of a 50% Non-refundable booking fee. A 24-hour notice of canceled work is required or all charges will be charged to the Customer. We will, however, make every effort to accommodate date changes as permitted by our schedule. If circumstance requires cancellation the 50% booking fee will be retained by PJ's Party Rental & Essentials as a cancellation fee. A \$25.00 charge will be added to your account each time the order is changed within 24 hours of your scheduled delivery/installation or will-call/pickup date. All charges are due the day of pickup or 5 days prior to a scheduled delivery/installation unless other arrangements have been made with management. No orders will be scheduled for delivery/installation until full payment has been received. Responsibility of any framework and/or décor embellishments remains with the Customer from the time of delivery/installation or pick up to the time of pick up or return (see Equipment Responsibility). All collection fees, attorney's fees, and court costs or any expenses involved in the collections of event charges will be the Customer's responsibility. PJ's Party Rental & Essentials may terminate the contract at any time without further notice, in case of violation by Customer of any terms or conditions of this Contract.

## **3. DELIVERY/INSTALLATION, BEAKDOWN & CUSTOMER PICK-UPS:**

PJ's Party Rental & Essentials will strive to accommodate Customer delivery request; however, delays and changes in the schedule are sometimes unavoidable. We try to communicate any scheduling changes as they occur. Decorating staff's goal is to arrive onsite within the hour of installation time specified. Access to event location must be secured and confirmed by client to ensure timely setup. We cannot be held responsible for delays (or incomplete décor) if reasonable amount of time is not allowed to complete décor services as described in this agreement. Room availability changes (less access time, etc.) after contract has been signed may result in order reductions without refund or exchange. If we are unable to complete the design as planned due to unforeseeable circumstances at the event venue, or due to client preference we will assess a change fee if we incur any additional labor or material expense as a result of such changes. Breakdown of Décor items that require our return will be done in a timely fashion during regular delivery hours or additional fees will incur. We will breakdown and dispose of all materials per our contract. If the delivery/installation items are disposable, and do not require staff to return, it is the client's responsibility to breakdown and dispose of materials. Orders that have been scheduled for customer pickup will be ready at the specified time as agreed upon. It is the client's responsibility to have a proper vehicle to transport balloons/decor. Client will confirm on pick-up that balloons/décor is intact and in good order/condition. Client will not hold PJ's Party Rental & Essentials responsible for any damage, loss or failure of balloons/décor after it leaves the premises.

## **4. OUTDOOR DÉCOR CLAUSE:**

We use only the highest quality products and techniques to build your décor. However, due to the general nature of balloons, we CANNOT guarantee that your balloons will remain perfect and intact when used outdoors. Most outdoor decor is still subject to popping, frosting or fogging/oxidation of the colors, and/or movement from the wind. If inclement weather conditions make it difficult or impossible to produce as specified we will do our best to be flexible with providing decor alternatives. It is clearly understood that there will be no refunds or discounts or loss, breakage or failure to produce due to factors outside and beyond our control. To get the best use out of helium filled designs including bouquets/clusters, arches, centerpieces, etc. we strongly recommend that you use them for INDOOR only. Unfortunately, their behavior and movement are very unpredictable and they are likely to flop around in the wind, lose their form or pop.

## **5. EQUIPMENT RESPONSIBILITY:**

We use professional equipment and material as intended for its particular purpose within all designs. To limit your risk of damage we recommend that all decor and items remain in the position and location they are ordered for, installed in or placed in, unless otherwise instructed. Please do not use or place any decor designed for indoor use, outdoors or outside of covered 4-wall frame structures. All re-usable non-balloon equipment, including but not limited to framework, lighting, poles, fabric, etc. are the property of PJ's Party Rental & Essentials and must remain on site for pick up at a specified time and date. Customer is responsible for any balloon equipment including framework and/or embellishments used for decorations until it is picked up. Client is responsible for any damages/stolen equipment and will be charged an equipment loss/damage fee which varies depending on the equipment. Depending on the décor, we may be able to build décor items onto disposable equipment which can be broken down and disposed of by client. Customers who have arranged for pick up are responsible for removing balloons and decor from returnable framework if supplied. They are responsible for returning all framework and embellishments that are the property of PJ's Party Rental & Essentials.

## **6. EXCLUSIVITY CLAUSE:**

Due to the professional level of our designs, there will not be any other balloons from other vendor sources on the event site during scheduled set-up time, including the inflation of balloons by volunteers. If this occurs PJ's Party Rental & Essentials reserves the right to leave the job site for breach of contract. Exceptions, if client and PJ's Party Rental & Essentials agree prior to the event and it is written into the contract.

## **7. INDEMNITY/HOLD HARMLESS:**

We are not responsible for accidents or injuries related to our décor that is caused by mischief or mishandling by the customer or their guests. Please do not allow guests to put balloons in their mouths, open balloons to suck helium, drag balloons or roughly treat balloons in any way. Please be aware that some Children and Adults have allergic reactions to latex. These people should refrain from contact with any of the latex balloons. Client agrees to indemnify and hold PJ's Party Rental & Essentials harmless of and from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorney's fees and costs, to the extent caused by or arising out of or relating to the work of PJ's Party Rental & Essentials. Emergency #940-391-8213