

# Cultivating Culver Balloon Installation Service Agreement - Terms and Conditions

## Booking Stage

When booking an installation for an event with Cultivating Culver, the following document serves as reference to our Terms & Conditions. Cultivating Culver highly recommends that all installations be scheduled a minimum of 21 days in advance. Cultivating Culver does not create balloon installations using balloons that the Client has purchased as this will affect the quality of work.

Your event is not officially booked, with the date reserved for your installation, until a \$60.00 booking deposit is paid and the terms and conditions are signed and received by Cultivating Culver. Cultivating Culver has the right to offer your event date to other clients if the booking fee has not been paid. (Invoice and Terms & Conditions will be sent to you via a link.) ***The remaining balance is due the day of your event.***

## Booking Deposit Fee

A non-refundable booking deposit of \$60.00, will be required in order to reserve any date(s) and order supplies.

## Payments Made

An invoice with a payment schedule will be sent during the booking stage. Payments can be made using the invoice link. Payments can be made with Debit/Credit Card, cash, or check. We accept MasterCard, Visa, American Express, Discover, JCB, and UnionPay. Failure to make the required payments by the given due dates may result in any/all of the following:

- Invalidation and removal of any applicable discounts, special promotions, complimentary services, etc.
- The release of event date and time.
- Termination of the contract
- \$150 late fee (if final balance is not paid on the day of your event)

## Refunds

- No refunds are given for any payments towards the booking deposit, even if the deposit fee is not paid in full.
- No refunds are given once you have paid the remaining balance on the day of your event.

## Rescheduling & Cancellations

### Rescheduling

The Client has the freedom to reschedule the installation. The Client may reschedule for any date at the convenience of Cultivating Culver. The reschedule date is subject to availability. 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.

### Cancellations

The Client has the freedom to cancel at any time without receiving a cancellation fee. Please be aware, any and all payments made towards the booking deposit will be forfeited and considered non-refundable.

### Reductions & Changes

Removing or adding decor to an installation can not 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 Paloma Culver, 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 100% of the total balance of the order as a booking fee.

## Venues

It is the Client's sole responsibility to confirm if the venue allows; air tanks, helium balloons, tall structures, wall hangings, tall ladders, etc. prior to any payment made to Cultivating Culver. 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. The Client understands that installations are done using an array of options including but not limited to command strips, removable wall mounts, etc. If there is a preference in method of installation, please inform Paloma Culver when signing the Terms & Conditions as it will need to be documented in the invoice. A photo or description of the space desired for install will be requested at time of booking to ensure that installation is feasible.

### **Venue Access**

It is the Client's responsibility to make arrangements for Cultivating Culver to gain/maintain access to the venue. The Client is also responsible for obtaining any permits, access passes, gate/room access cards, wristbands for staff, as well as notify Cultivating Culver of any room changes within the venue, if applicable, with at least 24 hours notice. Access arrangements apply to access prior to the event for installation, or breakdown of any props, designs, equipment, etc. If props/designs/equipment are transported by the Client, the Client may return said items to Cultivating Culver the following day.

### **Personal Residence**

If the location of the event is located in a personal residence, the above installation times still apply. The access requirements are still applicable in regards to allowing Cultivating Culver and team access to make the installation. The Client understands that installations are done using an array of options including but not limited to command strips, removable wall mounts, etc. If there is a preference in method of installation, please inform Paloma Culver when signing the Terms & Conditions as it will need to be documented in the invoice. A photo or description of the space desired for install will be requested at time of booking to ensure that installation is feasible.

### **Event Details**

The Client is responsible for seeing that the venue has Paloma Culver's name and contact number on file for two reasons; 1) Paloma Culver needs to have a point of contact at the venue in the event a change has occurred on our end, we have a way to relay that info, possibly find a resolution if applicable. 2) In the event the point of contact at the venue needs to reach Cultivating Culver in case of change, it makes the communication process easier. This also allows for the Client to not be inconvenienced on the day of installation as well.

### **Installations**

Paloma Culver will oversee the installation and should receive any permits, access passes, gate/room access cards, wrist bands, etc, 24 hours prior to the date of installation to ensure access to the venue. If access is denied at any time, for any reason, including failure or lack of communication, it will result in items not being installed punctually or adequately, and possibly not at all. If this occurs, the Client agrees that Cultivating Culver will not be held liable.

- "The Culver" install requires minimum of 1-1.5 hours to install
- "The Cultivated" install requires a minimum of 2.2.5 hours to install
- "The Cultivated Celebration" install requires a minimum of 2.5-3 hours to install
- All custom installs are based on size and add-ons; installation times vary

If any orders are of intricate detail, large capacity, or for any other reason that requires more than 3 hours for installations, they will be documented and adhered to in order to receive a quality installation.

### **Client Installations**

- If applicable, the Client may transport and install their order themselves.
- This must be communicated in writing prior and will not be changed after signing the Terms & Conditions.
- The Client agrees to transport and install the order themselves.

- The Client agreeing to transport and install the order themselves, also relinquishes Cultivating Culver of any/all responsibility for the order once completed and paid for, including the outcome of the installation.

### **Cultivating Culver Installations**

- There will be a delivery/travel fee for all installs 35 miles outside of Leitchfield, Kentucky figured into the pricing for the event during the booking stage.
- A team from Cultivating Culver or Paloma Culver, will arrive at the venue at designated time for installation.
- 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.
- Installations are assembled and installed ON-SITE. Power outlets are required for air pumps that are used to inflate balloons.
- The time designated for the installation will be utilized, however, any time left over after installation is complete, is not subject to discounts or refunds.

Any and all equipment and props are property of Cultivating Culver and will be returned to Cultivating Culver either the same day, after the event or the following day, if being transported by the Client.

### **Striking & Disassembling**

- After an event, the Client is responsible for disassembling and returning all equipment and property of Cultivating Culver, as well as properly disposing of the remaining balloons.
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### **Ownership of Equipment & Materials**

- All equipment, materials, and props used for the installation, are the sole property of Cultivating Culver 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 Terms & Conditions makes the Client solely responsible for the equipment, during and after the event, until surrendered back to Cultivating Culver.
- Failure to do so, will result in the Client accepting sole responsibility for the property of Cultivating Culver and agrees to be sent an invoice and agrees to pay it.
- Any damage or vandalism that occurs to any of the property of Cultivating Culver 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 Cultivating Culver and agrees to have an invoice sent and agrees to pay it. This includes but is not limited to misuse, theft or disasters (fire, flood, earthquake).

### **Balloon Float Time (Helium)**

Your balloon decor will be designed around the specifications of your event.

- Latex balloons have an approximate float time of 12 hours.
- Mylar/Foil balloons have an approximate float time of 1 week.
- 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 installation.

### **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 Terms & Conditions, the Client acknowledges that some balloon decor may be affected by temperature and humidity, something that Cultivating Culver can not be held liable for. Cultivating Culver 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. Cultivating Culver NEVER guarantees perfect results for any installation done outdoors or in these uncontrollable situations.

- In the event there is a situation that prevents Paloma Culver from installing the balloon decor in the original location at a venue, Paloma Culver is able to move the balloon decor to that location (still on site at original address) and attempt to complete the installation.
- 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 booking deposit to be forfeited and non refundable.
- Cultivating Culver will however, not be able to guarantee a quality and perfect installation due to last minute setup changes, but will promise to do everything possible to ensure it is as close to perfect as physically possible.
- The Client is responsible for locating an alternate location to set up as well as ensure access to Cultivating Culver.
- If dangerous weather or a natural disaster occurs that causes the venue to close and prevents the event from taking place, the Client may reschedule the installation for a different date, within the next 365 days.
- Dangerous weather and natural disasters are only accepted if acknowledged by a local state/government official.
- Cultivating Culver agrees to be present and ready for installation even if it is raining, snowing, or displaying any other type of "irregular" weather, with the exception of road closures.

### **Pricing & Fees**

All pricing regarding the entire order including but not limited to; booking deposit, travel fee, installation cost, etc. will be documented during the booking stage. All payments made towards any and all of these charges are non refundable. Please make sure you have communicated the necessary details to any other vendors you may be working with prior to booking with Cultivating Culver.

- **Booking Deposit** | \$60.00 non-refundable deposit
- **Travel Fee** | Starting at \$15 for anything 35 miles outside of Leitchfield, Kentucky
- **Installation Cost** | Ranges from \$45-\$1,500. This is determined during the booking process
- **Late Fee** | \$150 fee (if final balance is not paid on the day of your event)

### **Display & Promotion**

By signing the Terms & Conditions, the Client agrees that Cultivating Culver may use the decorated display including video recordings and photographs for usage on the official Cultivating Culver website, including but not limited to social media networks, flyers, signs, displays, commercials, and any other form of promotional marketing.

All designs/displays installed by Cultivating Culver are the property of Cultivating Culver, in return Cultivating Culver reserves the right to utilize any/all photographs and video recordings as deemed necessary, for promotional use. This also includes any personal photographs or video recordings taken by the Client or the Clients' guests. Cultivating Culver reserves the right to include the official Cultivating Culver logo on any personal photographs or video recordings made from a Cultivating Culver installation. Cultivating Culver also reserves the right to refuse to use any photographs or video recordings made by any of the following, including but not limited to; Cultivating Culver, the Client, the Clients' guests, photographers, videographers, venue personnel, or any other vendors.

### **Vendors & Event Coordinators**

Cultivating Culver is focused on making balloon decor that stands as an unforgettable piece in your event. Our main focus is providing exceptional service and installing a quality design. We strive for perfection and in return, we expect all vendors or event coordinators who are working together to create this unforgettable event, to expect nothing less than perfection as well. With that being said, all vendors and event coordinators can be referred to the Client.

- Cultivating Culver is not responsible for assisting other vendors in tasks related to their designated field.
- Cultivating Culver is responsible for maintaining a safe and healthy work space, installing the balloon decor, and cleaning up the workspace utilized by Cultivating Culver.
- Cultivating Culver is not responsible for poor services rendered by other vendors. It will be the Client's responsibility to settle any discrepancies with the vendors directly.

- Cultivating Culver will not refund any payments made due to other vendors hindering or becoming detrimental to the progress and quality of the installation.
- Cultivating Culver expects any Client working with an Event Coordinator to ensure their coordinator is abreast of the installation 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. Cultivating Culver, as well as the team and/or any vendors accompanying Paloma Culver functions solely as Independent contractors. The Client understands that Paloma Culver is a professional and does not need to be supervised during the installation of the balloon decor.

**Safety**

In the event Cultivating Culver deems the event or the installation to be unsafe, Paloma Culver has the authority and obligation to refuse service of the installation until the unsafe situation is made safe again. If the Client's guests or other vendors have made the installation or location unsafe, the Client assumes full responsibility. If this situation occurs, Cultivating Culver will leave all balloon decor onsite for the Client and will remove themselves and all property, equipment, staff, etc. from the property immediately. If ever there is a safety issue such as this, Cultivating Culver will exercise our right to refuse service and the Client/Client's guests will be blacklisted.

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***By signing the Terms & Conditions document and or submitting payment, I certify that I have read this document in its entirety, I fully understand and agree with this agreement. I also understand my role as a Client and the role that Paloma Culver will play in the installation for my event.***

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Paloma Culver, Cultivating Culver

\_\_\_\_\_  
Date