

Balloon Décor Policy

Product and Service Statement

Just Balloons cannot guarantee the lifespan of your balloons after they are picked up/delivered. All balloon sales are final sale. Balloons are, by nature, temporary items: Although Just Balloons uses only the finest quality balloons, some balloons will occasionally deflate sooner than expected and will also be adversely affected by wind, rain, rough handling, sunlight and other uncontrollable factors. Due to the unexpected circumstances that can occur with any event, we reserve the right to make changes only in the best interest of our clients.

Deposits and Final Payment

We require 50% of your total as a non-refundable deposit. All deposits are final. Final payment is due two (2) weeks before your install date. If final payment is not rendered, you will forfeit your deposit and your install will not be delivered.

Cancellation/Refund Policy

Should you need to cancel your order, you must submit your cancellation in writing (email is permitted). If you cancel your order more than full five (5) business days before the day of your install, there is a 25% cancellation fee. If you cancel less than five (5) business days, there is **no** Refund. If you do not adhere to this cancellation policy, the full invoice amount will be due the day of your planned install. All non-refundable deposits are final. Should you need to cancel your order, you will **not** be refunded your deposit. No refunds will be made after delivery and install

o Cancellation Due to a Pandemic - We also understand that during these time many people are altering schedules, events, etc. While that may be prudent, please note that we will consider any and all orders (in store or online) to have been placed with "known risk" and therefore will **not be able to refund any setup, delivery or pick up orders**. By placing any order with Just Balloons during such

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time period, you acknowledge and accept our non-refund policy. **Credit can be applied to a future event within twelve (12) months of original date**.

Weather Clause

If the weather become an issue for your event, client's may have a "raincheck" if they contact Just Balloons 36 hours prior to their install. Should a client not have an alternative weather plan on file and does not contact Just Balloons thirty-six (36) hours prior, full payment for the project will be due.

Outdoor Decor

We use only the highest quality products and techniques to build your décor. However, due to the general nature of balloons, we will NOT guarantee that 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 Just Balloons will do its best to be flexible with providing decor alternatives. It is clearly understood that there will be no refunds or discounts for loss, breakage or failure to produce due to factors outside and beyond our control.

Balloon Décor Equipment

All re-usable non balloon equipment, including but not limited to frame, lighting, poles, fabric, etc., are the property of Just Balloons, LLC and must remain onsite for pickup at a specified time and date. Client is responsible for all losses due to theft, vandalism, misplacement or damage. In the event that our equipment is damaged, misplaced, or stolen, the Client agrees to be billed for the repair or replacement cost of the item(s). Depending on the decor, we may be able to build decor items onto temporary equipment that can be purchased during the booking process.

Limitation of Liability

Neither Just Balloons nor client will incur a liability to each other for failing to perform any obligation under this agreement if such failure results from a force majeure or any forces beyond a reasonable control. JB is not responsible for severe inclement weather, acts of God, or other situations that may cancel or postpone your event. Please note that Just Balloons will make every effort to accommodate date changes as permitted by our schedule. In the event of incapacitating illness injury or emergency to the agreed–upon Just Balloons shall substitute a balloon artist of equal or greater skill at no additional cost to client. If no replacement can be found Just Balloons and client will be discharged of all obligations under this agreement and all deposits returned.

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We are not responsible for accidents or injuries related to our decor that is caused by mischief or mishandling by the client, guests or site staff. Client agrees to indemnify and hold Just Balloons harmless of and from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, to the extent caused by or arising out of or relating to the work of Just Balloons.

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