Phone: (888) 663-6932
Fax: (818) 743-7880
http:// www.webmdm.com
studio@webmdm.com

MDM International Multi Media

Professional Photography, Digital Video Production & Editing, DJ Services, Balloon Decoration

Corporate & Special Events, Commercials, Infomercials, Tutorial & Demo Videos

Balloon Decorating Agreement

Thank you for choosing MDM International. In consideration of mutual agreement,

_____ hereinafter called Sponsor, engage(s) the services

of MDM to provide Balloon Decorating services as follows:

Type of Event: _____ Date of Event: _____

Decoration Desired:

_____

_____

_____

_____

_____

_____

Note to Our Clients: Balloons are, by nature, temporary items. Although MDM International 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.

Latex and micro foil balloons pose no threat to humans, wildlife or the environment WHEN handled responsibly. Broken or uninflated balloons can cause harm to young children and pets and should be disposed of immediately. Children under the age of seven (7) should be under constant adult supervision while playing with latex balloons. Balloons are a choking hazard and Sponsor is responsible for not giving balloons to children three (3) years of age and younger. Our latex balloons are 100% biodegradable, but should not be released. They should be disposed of in a proper trash receptacle.

Initial(s) _____

<u>Weather & Atmospheric Conditions:</u> Sponsor understands that some décor items may be affected by temperature and humidity and that MDM International cannot be held responsible for the décor in uncontrolled climate, such as rain or extreme heat and/or unforeseen acts of nature. In that case, MDM has the option of making changes to the décor in the best interest of Sponsor.

We NEVER guarantee perfect results with balloon decor outdoors. However, we further state that we will do everything in our power to make sure the decor will hold up by using the BEST quality of balloons.

In the event that weather or other unforeseen act of nature prevents MDM to decorate Sponsor's event, the decoration booking fee can be applied to another day/event within 12 calendar months from the original date of event, subject to MDM's availability. No refunds will be given.

MDM is not liable for actions by others or weather conditions beyond MDM's control. In that case MDM retains the right to abort the project at any time should we believe that to continue may damage the reputation of the Sponsor and/or MDM International and/or cause a safety hazard.

All outdoor performances must be conducted in a safe manner and there must be an indoor rain contingency plan. In the event of cancellation without such a contingency, the Sponsor agrees to compensate MDM with the full booking fee.

<u>Sponsor is responsible for providing all permits and licenses.</u>

Sponsor agrees that there will not be any other balloons or balloon decorating companies on the site that MDM International does work on for Sponsor's event. If there are other balloons or balloon decorating companies on Sponsor's site, MDM reserves the right to refuse the decoration job and the total booking fee will be due MDM.

If the facility is not available or set up at the promised time, décor may be left in the nearest acceptable location. Additional time required (if available) to complete the job will be billed at $95/hour. _____(Initial)

Sponsor is responsible for MDM's props and products, centerpieces, heart frames, weights, columns, poles, bases, tulles, lights, etc. In the case of loss or damage to these products and/or props, Sponsor will be responsible for the replacement value as set forth below:

Item _____$_____ _____(Initial). Item _____$_____ _____(Initial).

Item _____$_____ _____(Initial). Item _____$_____ _____(Initial).

Item _____$_____ _____(Initial). Item _____$_____ _____(Initial).

Item _____$_____ _____(Initial). Item _____$_____ _____(Initial).

All material, products, props to be returned to MDM within three (3) days of Sponsor's event date or a charge of $25 per prop per day will be charged to Sponsor's credit card.

<u>Cancellations:</u> Sponsor understands that reserving MDM International to be available for an extended amount of time on the day of Sponsor's event limits the number of other events MDM can serve the same day. Sponsor also understands that parts or all of her/his order will be custom made and supplies will be purchased ahead of time. Therefore, all payments and deposits made will be due MDM and non-refundable.

Initial(s) _____

MDM International retains the right to choose the Balloon Decorator(s) for Sponsor's event. Sponsor agrees to furnish, at Sponsor's own expense, electricity, a meal and parking. *If the decorator must move equipment over loose dirt, grass, gravel, or other surface not conducive to small wheels, or up more than one stair, Sponsor must provide assistance one hour prior to start time and immediately after ending* time *to help load-in and load-out equipment.* An assistant can be provided for $150 if requested by Sponsor prior to the event at the time of the original booking.

It is understood that MDM International executes this agreement as an independent contractor and not as an employee, and that MDM International shall have exclusive control over the means, method and details of fulfilling this obligation under this agreement, except for date(s), time(s), and length of service.

If engagement is not presented due to circumstances not under the control of Balloon Decorator, including but not limited to Sponsor canceling or postponing event; bad weather, rain, snow, high winds; or any other reason, and Balloon Decorator(s) is (are) ready, willing and able to perform, MDM International is to be paid in full. MDM International assumes no liability with this engagement or liabilities caused by failure of a Balloon Decorator to appear to perform except, however, should a Balloon Decorator fails to appear for any reason other that Sponsor canceling event, MDM International agrees to return to Sponsor any fees paid to MDM International for this engagement.

Teardown of Décor: Sponsor understands that tear down, disposal and/or return of props, products, décor, etc. after the event is Sponsor's responsibility, unless she/he paid for the optional teardown service in advance.

Teardown Fee for this event (If Elected) $_____ _____(Initial)

Sponsor agrees that MDM International has design authority to make changes if the original chosen design will not be effective. Sponsor understands that MDM's décor consultant does not have to physically decorate Sponsor's event.

Terms: 50% Down, Balance Due 90 Days Prior to Your Event. ALL FEES CHARGED BY MDM INCLUDING ANY DEPOSITS ARE NON-REFUNDABLE.

Release Agreement: Sponsor agrees to accept all responsibility for all personal and real property, and persons at the event's location. Sponsor releases MDM International from all liability and responsibility for property, persons and pets at the event's location, before, during and after the event. As a result of signing this release, MDM International is free of any liability, and the Sponsor will accept full liability and responsibility for persons and property at the location.

Sponsor agrees to indemnify and hold harmless MDM International for any and all injury and damage, not the fault of MDM International, arising out of Sponsor's use and possession of any décor. If using candlelight, Sponsor will be doing so at her/his own risk and releases MDM International of any responsibility. Sponsor understands that there are dangers to children and pets if balloons or parts of balloons are swallowed.

I agree to the terms listed and accept the terms of liability. I accept full responsibility and liability for all property and persons at this location and release MDM International from all responsibility and liability. This instrument constitutes the entire agreement between both parties, and no statement, promise or inducement made by any party hereto which is not contained herein shall be binding or valid, and this agreement may not be enlarged, modified or altered, except in writing by both parties hereto. We are looking forward to work with you.

Initial(s) _____

_____ _____

Name: Please Print **Name: Please Print**

_____

Address (Include Zip Code)

DayTime Names & Numbers: _____

Evening Names & Numbers: _____

_____

Cellular Phone **Cellular Phone**

_____

E-Mail: **E-Mail:**

_____

X _____

Signature **Date** **MDM** **Date**

If you are paying by credit card please fill out below:

Credit Card Number _____**Expiration Date** _____
Credit Card is Under What Name? _____
Billing Address (Include Zip Code)_____

X_____
Signature of Credit Card Holder

Total of all packages chosen (itemized):

_____

Tax (8.25%): $_____
Total $_____ **Balance Due $** _____ _____**(Initial)**

Balance Due By _____ _____**(Initial)**

Event Date_____ **Balloon Decoration to be ready by:** _____ **AM/PM**
Event Type _____ **Teardown (If Desired)** _____**AM/PM**

Initial(s) _____

Location of Ceremony/Service **Phone # ( )**_____

_____

Address (Include Zip Code)

Ceremony/Service Starting Time: _____**AM/PM** **Ending Time:** _____ **AM/PM**

Reception Starting Time: _____**AM/PM**

Grand Entrance(If Applicable) _____**AM/PM**

Lunch/Dinner Served at:_____**AM/PM**

Location of Reception/Party **Phone # ( )**_____

_____

Address (Include Zip Code)

Any Restrictions For Ceremony/Service or Reception/Party?

_____

_____

_____

_____

Initials _____

Return Agreement

Below are the additional items and replacement cost not listed on page 2 of the "Balloon Decorating Agreement".

Item _____$_____ _____(Initial). Item _____$_____ _____(Initial).

Item _____$_____ _____(Initial). Item _____$_____ _____(Initial).

Item _____$_____ _____(Initial). Item _____$_____ _____(Initial).

Item _____$_____ _____(Initial). Item _____$_____ _____(Initial).

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Item _____$_____ _____(Initial). Item _____$_____ _____(Initial).

Item _____$_____ _____(Initial). Item _____$_____ _____(Initial).

Item _____$_____ _____(Initial). Item _____$_____ _____(Initial).

Item _____$_____ _____(Initial). Item _____$_____ _____(Initial).

Item _____$_____ _____(Initial). Item _____$_____ _____(Initial).

Sponsor agrees to pay the replacement cost on all items that are not returned or are returned damaged.

All material, products, props to be returned to MDM International within three (3) days of Sponsor's event date or a charge of $25 per prop per day will be charged to Sponsor's credit card.

I agree to the terms listed above.

X_____

Signature **Date**