CELEBRATE & CREATE CO LLC

Off-Site Party Decorations Service Agreement

810 Travelers Blvd., Suite D1, Summerville, SC 29485

1. Parties & Event Details

This Off-Site Party Decorations Service Agreement (the "Agreement") is entered into on _____, 20____ (the "Effective Date") between Celebrate & Create Co LLC, a South Carolina limited liability company ("Company," "we," or "us"), and the individual or entity named below ("Client" or "you").

1.1 Client Information

Full legal name	
Organization (if any)	
Mailing address	
Mobile phone	
Email	
Day-of contact (name + phone)	

1.2 Event Details

Event type / occasion	
Event date	_____ / _____ / 20____
Venue name	
Venue full address	
Setup access begins	_____ a.m. / p.m.
Event start time	_____ a.m. / p.m.
Strike / pickup time	_____ a.m. / p.m.
Indoor / Outdoor / Both	☐ Indoor ☐ Outdoor ☐ Both
Theme / color palette	
Approx. guest count	

2. Scope of Services & Décor Items

Company agrees to provide the off-site party decoration services and items selected below (and any additional items listed on the attached Quote / Proposal, which is incorporated by reference). Services may include design consultation, delivery, installation/setup, and strike/removal as indicated.

Check all that apply (or attach detailed Quote):

☐ Tablescapes / table settings / chargers	☐ Centerpieces (floral, balloon, mixed)
☐ Balloon arches / columns / garlands	☐ Organic balloon installations
☐ Balloon sculptures / marquee numbers	☐ Floral arrangements (fresh or silk)
☐ Backdrops / photo walls / flower walls	☐ Neon signs / LED signs
☐ Linens / runners / napkins	☐ Welcome signs / seating charts / signage
☐ Draping / fabric / ceiling treatments	☐ Lighting / string lights / uplighting
☐ Pedestals / risers / arches / props	☐ Place settings / tableware accents
☐ Cake / dessert table styling	☐ Other: _____

2.1 Quote / Proposal. A detailed Quote or Proposal listing specific items, quantities, colors, pricing, delivery/setup fees, and strike fees is attached (or will be issued) and forms part of this Agreement. Any changes must be confirmed in writing.

2.2 Design Approval. Client is responsible for timely approval of designs, color selections, and layouts. Final design details must be confirmed at least 14 days before the Event Date. Company may make reasonable substitutions of equal or greater quality if specific items become unavailable.

3. Fees, Deposits & Payment

Item	Amount	Due
Total Service / Rental Fee (from Quote)	$ _____	
Non-refundable Booking Deposit (50%)	$ _____	Due at signing to reserve date
Final Balance	$ _____	14 days before Event Date
Delivery / Setup Fee (if applicable)	$ _____	With final balance
Strike / Removal Fee (if applicable)	$ _____	With final balance
Refundable Damage Deposit (if required)	$ _____	At signing or with final balance

3.1 Booking Deposit. The date is not reserved until Company receives this signed Agreement and the non-refundable booking deposit. The deposit compensates Company for holding inventory, materials, and staff time.

3.2 Final Payment. If the final balance is not received 14 days before the Event Date, Company may cancel the booking, treat it as a Client cancellation under Section 7, and retain all amounts paid. Bookings made within 14 days of the Event must be paid in full at signing.

3.3 Additional Charges. Client is responsible for any additional fees arising from: late changes, overtime, venue access delays, damage, missing items, extra travel beyond the quoted zone, or rush orders.

4. Venue or Location Change

4.1 Change of Venue. Any change of venue or event location must be requested in writing. If the change is requested **within fifteen (15) days of the Event Date**, Client shall pay a Venue Change Fee of $_____ (or 15% of the total service fee, whichever is greater), plus any additional delivery, travel, or setup costs resulting from the new location. Company is not obligated to accept a venue change if the new location is outside its service area, presents safety or access issues, or conflicts with other scheduled work.

4.2 Client Responsibility for Venue. Client is solely responsible for: (a) securing venue permission for décor installation; (b) confirming any venue restrictions (no nails, height limits, outdoor rules, load-in times, insurance requirements); (c) providing accurate access information, loading zones, and on-site contact; and (d) ensuring the space is available and ready at the agreed setup time. Delays caused by venue access issues may result in overtime charges or incomplete setup at Client's risk.

5. Delivery, Setup & Strike

5.1 Access. Client shall ensure Company has uninterrupted access to the venue during the agreed setup and strike windows. Client or an authorized representative should be present or reachable during setup.

5.2 Setup & Strike Times. Setup and strike times are as stated in Section 1.2 (or the Quote). Time beyond the agreed windows due to Client or venue delays will be billed as overtime at $_____ per half-hour or part thereof.

5.3 Ownership of Items. All rental items, frames, structures, lighting, props, linens, and reusable décor remain the property of Company unless expressly sold to Client in writing. Balloons and certain consumable floral items are generally not returned and may be disposed of after the event unless otherwise agreed.

5.4 Client-Provided Items. Company is not responsible for setup, styling, or protection of items supplied by Client or other vendors unless expressly agreed in writing and priced accordingly.

6. Damage, Loss, Theft & Care of Items

6.1 Client Responsibility. Client is fully responsible for all Company items from the time of delivery/setup until Company completes strike and removes them. Client shall pay the full repair or replacement cost (at Company's current retail or replacement value) for any item that is damaged, lost, stolen, or not returned in the same condition (reasonable wear and tear excepted).

6.2 Damage Deposit. If a refundable damage deposit is collected, Company may deduct actual costs of repair, replacement, excessive cleaning, or missing items. The balance will be returned within 14 days after the Event. If costs exceed the deposit, Client shall pay the difference within 10 days of invoice.

6.3 Prohibited Actions. Client shall not allow nails, staples, tape that damages surfaces, glue, or permanent alterations to rental items or venue surfaces. Helium balloons must not be released outdoors in violation of local ordinances. Company is not responsible for fines arising from Client's or guests' actions.

6.4 Outdoor & Weather Limitations. Balloon décor is sensitive to heat, cold, wind, rain, and sun. Company does not guarantee that outdoor balloon installations will maintain their appearance for the entire event duration. Client assumes the risk of weather-related degradation for outdoor installations. Company may recommend or require indoor alternatives or protective measures.

7. Cancellation, Rescheduling & Design Changes

7.1 Cancellation by Client. Cancellation must be in writing. The booking deposit is non-refundable. Additional refunds of amounts paid (if any) are as follows:

Written notice received	Refund of amounts paid beyond deposit
30 or more days before Event Date	100% of amounts paid beyond the booking deposit
15–29 days before Event Date	50% of amounts paid beyond the booking deposit
Fewer than 15 days, or no-show	No refund

Custom-ordered, made-to-order, or already-purchased materials and labor already performed are non-refundable at any time.

7.2 Rescheduling. Client may request to reschedule once, with at least 15 days' written notice, to an available date within 6 months, subject to inventory and staff availability. Payments transfer to the new date. A request within 15 days is treated as a cancellation. Venue changes are governed by Section 4.

7.3 Design or Quantity Changes. Changes requested within 14 days of the Event Date may incur additional fees and are subject to availability. Company is not obligated to accept last-minute changes that cannot reasonably be fulfilled.

7.4 Force Majeure. Neither party is liable for failure to perform caused by events beyond its reasonable control (severe weather, natural disaster, government action, utility failure, pandemic restrictions, civil unrest, or damage to the venue). If Company cannot perform due to Force Majeure, Client's sole remedy is a reschedule within 6 months or a refund of amounts paid (excluding non-refundable materials already purchased). Force Majeure does not excuse Client's payment obligations for services Company is able to perform.

8. Assumption of Risk, Release, Waiver & Indemnification

PLEASE READ CAREFULLY. THIS SECTION LIMITS COMPANY'S LIABILITY AND SHIFTS CERTAIN RISKS AND CLAIMS TO CLIENT.

Definitions. "Released Parties" means Celebrate & Create Co LLC and its members, managers, officers, employees, agents, contractors, and insurers. "Client Parties" means Client and Client's guests, invitees, family members, vendors, venue staff, and anyone present because of the Event. "Claims" means all claims, demands, suits, losses, damages, injuries, death, property damage, fines, costs, and expenses (including reasonable attorneys' fees).

8.1 Assumption of Risk. Client understands that event décor installation and use involve risks, including slips, trips, falls, injury from décor structures or balloons, allergic reactions, weather effects on outdoor décor, and acts of third parties. CLIENT, ON BEHALF OF ALL CLIENT PARTIES, KNOWINGLY AND VOLUNTARILY ASSUMES ALL SUCH RISKS, KNOWN AND UNKNOWN.

8.2 Release and Waiver. TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT RELEASES, WAIVES, AND FOREVER DISCHARGES THE RELEASED PARTIES FROM ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE DÉCOR SERVICES, THE ITEMS PROVIDED, OR THE EVENT, INCLUDING CLAIMS ARISING FROM THE ORDINARY NEGLIGENCE OF ANY RELEASED PARTY.

8.3 Indemnification. CLIENT WILL DEFEND (WITH COUNSEL REASONABLY ACCEPTABLE TO COMPANY), INDEMNIFY, AND HOLD HARMLESS THE RELEASED PARTIES FROM AND AGAINST ALL CLAIMS BROUGHT BY ANY PERSON (INCLUDING ANY CLIENT PARTY) ARISING OUT OF OR RELATED TO: (a) THE EVENT OR USE OF THE DÉCOR; (b) ANY ACT OR OMISSION OF ANY CLIENT PARTY; (c) DAMAGE TO OR LOSS OF COMPANY PROPERTY; (d) VENUE CONDITIONS OR RESTRICTIONS; (e) CLIENT'S BREACH OF THIS AGREEMENT; OR (f) INJURY OR DAMAGE CAUSED BY GUESTS, OTHER VENDORS, OR THIRD PARTIES. THIS OBLIGATION APPLIES EVEN IF THE CLAIM IS CAUSED IN PART BY THE ORDINARY NEGLIGENCE OF A RELEASED PARTY, BUT DOES NOT APPLY TO THE EXTENT CAUSED BY COMPANY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

8.4 Limitation of Liability. IN NO EVENT WILL THE RELEASED PARTIES BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING EMOTIONAL DISTRESS OR LOSS OF ENJOYMENT. THE RELEASED PARTIES' TOTAL LIABILITY FOR ANY CLAIM WILL NOT EXCEED THE TOTAL FEES ACTUALLY PAID BY CLIENT UNDER THIS AGREEMENT.

8.5 Insurance. Company maintains general liability insurance appropriate to its operations. Client is encouraged to maintain event or homeowners insurance covering the Event. Company's insurance does not cover Client's property, guests, or other vendors.

8.6 Survival. This Section 8 survives the Event and any termination or cancellation of this Agreement.

Client's initials acknowledging Section 8: _____

9. General Provisions

9.1 Independent Contractor. Company is an independent contractor. Nothing in this Agreement creates a partnership, joint venture, or employment relationship.

9.2 No Assignment. Client may not assign this Agreement without Company's prior written consent.

9.3 Governing Law & Venue. South Carolina law governs. Any dispute must be brought in the state courts of Dorchester County or Charleston County, South Carolina. EACH PARTY WAIVES TRIAL BY JURY TO THE EXTENT PERMITTED BY LAW.

9.4 Attorneys' Fees. In any dispute arising from this Agreement, the prevailing party may recover reasonable attorneys' fees and costs.

9.5 Entire Agreement. This Agreement (including the attached Quote/Proposal and any exhibits) is the entire agreement and supersedes prior discussions. Changes must be in writing and signed (email confirmation from Company is sufficient for minor design or quantity adjustments).

9.6 Severability. If any provision is held unenforceable, the remainder stays in effect.

9.7 Notices. Notices must be in writing to the addresses or emails in Section 1.1 and the signature block.

9.8 Authority. The person signing for Client represents they are at least 18 and authorized to bind Client. If signing for an organization, the individual is also jointly and personally liable.

9.9 Acknowledgment. Client has read this entire Agreement, including the release and indemnification in Section 8, had the opportunity to consult a lawyer, and signs voluntarily.

SIGNATURES

CLIENT	**CELEBRATE & CREATE CO LLC**
Signature: _____	By: _____
Printed name: _____	Printed name / Title: _____
Date: _____	Date: _____
Email: _____	Email: _____

ATTACHMENTS (check if included)

☐ Detailed Quote / Proposal (itemized list, colors, quantities, pricing)
☐ Floor plan / layout sketch
☐ Color / design inspiration images
☐ Venue rules / restriction summary provided by Client