



LOUDPYE LIFESTYLE

D/B/A

YUKNIQUE BALLOON DÉCOR

TERMS & CONDITIONS

SERVICE AGREEMENT

Version 1.0

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Governing Law: State of Georgia

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1. DEFINITIONS

For purposes of this Agreement, the following definitions apply:

1.1 "Yuknique," "Company," "We," "Us," or "Our" refers to Loudpype Lifestyle d/b/a Yuknique Balloon Décor, including its owners, employees, subcontractors, affiliates, agents, and authorized representatives.

1.2 "Client" or "You" refers to any individual, business, organization, venue, school, church, nonprofit organization, governmental entity, or other party purchasing, renting, reserving, or utilizing products or services provided by Yuknique.

1.3 "Event" refers to any party, celebration, wedding, corporate event, school function, community gathering, promotional activity, installation, or occasion for which services are provided.

1.4 "Equipment" refers to any stands, frames, backdrops, structures, props, rental items, tools, accessories, or other property owned, rented, supplied, or utilized by Yuknique.

1.5 "Installation" or "Install" refers to the placement, setup, construction, assembly, attachment, positioning, decorating, or arrangement of balloons, décor, equipment, materials, or related items for an event.

1.6 "Disassembly" or "Breakdown" refers to the removal, dismantling, collection, transportation, disposal, or retrieval of balloons, décor, equipment, or related materials following an event.

1.7 "Custom Materials" refers to personalized, printed, fabricated, specialty-ordered, or uniquely produced items created specifically for a client or Event.

1.8 "Venue Partner" refers to an approved business or organization participating in the Yuknique Venue Partner Program and subject to the Yuknique Venue Partner Program Operating Agreement.

1.9 "Services" refers to all décor, balloon, installation, delivery, pickup, rental, consultation, design, styling, setup, breakdown, and related services provided by Yuknique.

2. BOOKING & SCHEDULING

2.1 Event dates and services are subject to availability and are not guaranteed until accepted and confirmed by Yuknique.

2.2 Clients are encouraged to book as early as possible. Yuknique may limit booking availability based on scheduling capacity, staffing, inventory, production requirements, travel considerations, or other operational factors.

2.3 Standard bookings should be submitted no less than fourteen (14) days before the requested event date.

2.4 Requests submitted fewer than fourteen (14) days before the event date may be accepted at Yuknique's sole discretion and may be subject to rush fees, expedited production fees, limited availability, modified service options, or other restrictions.

2.5 All booking requests, event inquiries, consultations, estimates, and service requests must be submitted through approved Yuknique communication channels, including the Yuknique website, email, telephone, text message, social media platforms, online forms, or other authorized methods.

2.6 Event dates shall not be reserved until all required deposits, payments, approvals, agreements, and documentation have been received and accepted by Yuknique.

2.7 The Client is responsible for providing accurate event information, including but not limited to:

- Event date
- Event time
- Delivery time
- Installation time
- Venue location
- Contact information
- Venue access requirements
- Special instructions

2.8 Yuknique shall not be responsible for delays, errors, additional costs, scheduling conflicts, or service limitations resulting from inaccurate, incomplete, or untimely information provided by the Client.

2.9 Yuknique reserves the right to refuse, decline, cancel, postpone, modify, or reschedule services when necessary due to safety concerns, operational limitations, venue restrictions, non-payment, Force Majeure events, or other circumstances reasonably affecting Yuknique's ability to perform services.

2.10 Estimated service schedules, installation times, arrival windows, production timelines, and completion times are provided in good faith but may be affected by traffic, weather, venue

conditions, staffing limitations, prior event obligations, and other factors beyond Yuknique's reasonable control.

3. PAYMENTS, DEPOSITS & FEES

3.1 Pricing, estimates, proposals, and quotations are subject to change until accepted by Yuknique.

3.2 Payment requirements shall be determined based on the products, services, rentals, installations, and materials included in the Client's order.

Deposits

3.3 Events, installations, and services requiring advance scheduling may require a non-refundable deposit.

3.4 Unless otherwise stated in writing by Yuknique, a non-refundable deposit equal to fifty percent (50%) of the total order amount shall be due no later than fourteen (14) days before the scheduled event date.

3.5 Event dates, installation dates, delivery schedules, and production time shall not be guaranteed until the required deposit has been received and accepted by Yuknique.

3.6 Failure to submit the required deposit by the applicable due date may result in cancellation of the booking, loss of scheduling priority, rescheduling, or release of the event date to other clients.

Custom Materials

3.7 Custom Materials, including but not limited to personalized items, printed materials, specialty-ordered products, fabricated items, signs, banners, artwork, branded products, and other custom-produced items, require payment in full prior to production.

3.8 Payment for Custom Materials must be received no later than seven (7) days before the scheduled event date unless otherwise approved by Yuknique.

3.9 Production of Custom Materials may be delayed, suspended, or canceled if payment is not received by the required deadline.

Small Orders

3.10 Orders that do not require a deposit or custom production may require payment in full no later than forty-eight (48) hours before delivery, installation, pickup, or service performance.

3.11 Yuknique reserves the right to require full payment in advance for any order at its sole discretion.

Late Payments

3.12 Yuknique shall not be responsible for delayed production, delayed delivery, delayed installation, incomplete services, rescheduling, cancellation, or reduced service availability resulting from late payments, declined payments, payment disputes, insufficient funds, payment processing delays, or failure to satisfy payment requirements.

3.13 If required payments are not received by the applicable deadlines, Yuknique may:

- Delay production
- Delay delivery
- Delay installation
- Suspend services
- Cancel services
- Release inventory
- Release scheduling reservations
- Refuse performance

without liability to the Client.

Accepted Payment Methods

3.14 Yuknique may accept payment through approved payment methods including, but not limited to:

- Credit Cards
- Debit Cards
- Electronic Payments
- Digital Wallets
- Bank Transfers
- Online Checkout Systems
- Other approved payment methods

3.15 The Client is responsible for any payment processing errors, chargebacks, insufficient funds, returned payments, or banking issues originating from the Client's payment method.

Chargebacks & Payment Disputes

3.16 The Client agrees to contact Yuknique and provide a reasonable opportunity to resolve billing concerns before initiating a chargeback, payment dispute, or payment reversal.

3.17 Fraudulent chargebacks, improper payment disputes, or attempts to avoid payment obligations may result in collection efforts, legal action, suspension of future services, or other remedies available under applicable law.

3.18 The Client shall remain responsible for all amounts owed under this Agreement regardless of payment disputes initiated with financial institutions, payment processors, or third parties.

4. CANCELLATIONS, REFUNDS & RESCHEDULING

4.1 Due to the custom, perishable, event-specific, and time-sensitive nature of Yuknique products and services, cancellations, refunds, credits, and rescheduling requests are governed by this section.

Deposits

4.2 All required deposits are non-refundable.

4.3 Deposits compensate Yuknique for reserving event dates, production scheduling, inventory allocation, staffing commitments, administrative work, and lost booking opportunities.

4.4 Cancellation of an event, regardless of reason, shall not entitle the Client to a refund of any non-refundable deposit.

Client Cancellations

4.5 Cancellation requests must be submitted in writing through an approved Yuknique communication channel.

4.6 The effective cancellation date shall be the date written notice is received by Yuknique.

4.7 If the Client cancels after production has begun, the Client may remain responsible for products, materials, labor, custom items, rentals, and other costs already incurred by Yuknique.

Custom Materials

4.8 Payments made for Custom Materials are non-refundable.

4.9 Custom Materials include, but are not limited to:

- Personalized items
- Signs
- Banners
- Printed products
- Branded materials
- Fabricated items
- Specialty-ordered products
- Artwork
- Custom-created event materials

4.10 Once production, printing, fabrication, ordering, design work, or customization has begun, no refunds shall be issued for Custom Materials.

Rescheduling

4.11 Clients may request one (1) event reschedule within twelve (12) months of the original event date.

4.12 Rescheduling requests are subject to:

- Availability
- Inventory availability
- Staffing availability
- Venue availability
- Operational feasibility

4.13 Approval of a rescheduling request shall be at Yuknique's sole discretion.

4.14 If a rescheduled event is not completed within twelve (12) months of the original event date, any retained deposits, credits, or payments may be forfeited.

Refund Eligibility

4.15 Refund requests, if approved, shall be evaluated on a case-by-case basis.

4.16 Approved refunds may be reduced by:

- Deposits
- Custom Material costs
- Labor costs
- Administrative costs
- Production costs
- Inventory costs
- Restocking costs
- Third-party expenses
- Other reasonable costs incurred by Yuknique

4.17 Refunds, credits, replacements, repairs, or other corrective actions offered by Yuknique shall constitute the Client's exclusive remedy regarding the affected products or services.

Yuknique Cancellations

4.18 Yuknique reserves the right to cancel, postpone, decline, or discontinue services due to:

- Safety concerns
- Venue restrictions
- Non-payment
- Force Majeure events
- Fraud

- Misrepresentation
- Operational limitations
- Circumstances beyond Yuknique's reasonable control

4.19 In such situations, Yuknique may, at its sole discretion:

- Reschedule services
- Issue a credit
- Modify services
- Provide a partial refund
- Provide a full refund

as deemed appropriate under the circumstances.

5. RETURNS, EXCHANGES & PRODUCT ACCEPTANCE

5.1 Due to the custom, perishable, event-specific, and time-sensitive nature of balloon décor products, all sales are final unless otherwise required by applicable law.

5.2 Balloon décor products, including but not limited to:

- Balloon Garlands
- Balloon Arches
- Balloon Columns
- Balloon Bouquets
- Centerpieces
- Personalized Balloon Décor
- Custom Balloon Installations
- Event-Specific Balloon Designs

are not eligible for return, refund, exchange, or resale once production has begun.

5.3 Custom Materials, personalized items, printed items, fabricated items, specialty-ordered products, and event-specific products are non-refundable and non-returnable.

Product Acceptance

5.4 Product acceptance shall occur upon:

- Delivery
- Installation completion
- Client pickup
- Venue acceptance

whichever occurs first.

5.5 The Client is responsible for inspecting products and services at the time of delivery, pickup, or installation completion.

5.6 Any concerns regarding missing items, incorrect products, installation issues, or visible defects must be reported immediately upon delivery, pickup, or installation completion.

5.7 Failure to report concerns at the time of delivery, pickup, or installation completion may constitute acceptance of the products and services provided.

Balloon Performance

5.8 Balloon appearance, performance, and longevity may vary due to:

- Temperature
- Humidity
- Wind
- Sunlight
- Venue conditions
- Transportation
- Guest interaction
- Handling after delivery
- Environmental conditions
- Other factors beyond Yuknique's control

5.9 Yuknique does not guarantee balloon longevity, appearance, or performance beyond delivery or installation completion unless expressly stated in writing.

5.10 Natural balloon oxidation, deflation, movement, popping, color changes, environmental wear, weather-related deterioration, or similar conditions shall not be considered product defects.

Post-Delivery Responsibility

5.11 Once products have been delivered, installed, transported, relocated, handled, altered, moved, stored, or modified by the Client or third parties, Yuknique shall not be responsible for subsequent damage, deterioration, or performance issues.

5.12 Yuknique reserves the right to determine whether corrective action is appropriate based on the facts and circumstances of each situation.

5.13 If Yuknique determines corrective action is warranted, Yuknique shall, at its sole discretion, provide one of the following remedies as the client's exclusive remedy:

- Repair the product
- Replace the product
- Provide a credit
- Provide a partial refund
- Provide a full refund

Design Variations

5.14 Inspiration photographs, social media images, design mockups, sketches, renderings, and reference images are intended as visual references only.

5.15 Final installations may vary due to:

- Venue conditions
- Inventory availability

- Safety requirements
- Environmental factors
- Artistic interpretation
- Structural requirements
- Operational considerations

5.16 Reasonable design variations shall not constitute defects, errors, or grounds for refunds.

6. VENUE ACCESS, INSTALLATION & DISASSEMBLY

6.1 The Client is solely responsible for ensuring Yuknique has timely and uninterrupted access to the event venue at all scheduled delivery, installation, breakdown, and pickup times.

6.2 The Client shall provide all information necessary for venue access, including but not limited to:

- Access codes
- Gate codes
- Key cards
- Parking instructions
- Loading dock instructions
- Permits
- Security clearances
- Wristbands, badges, or credentials
- Venue contact information

6.3 The Client is responsible for verifying that the venue permits balloon décor, installations, delivery vehicles, ladders, helium tanks, wall attachments, hanging equipment, and any other materials or methods required to complete the contracted services.

6.4 The Client shall provide accurate contact information for a venue representative authorized to resolve venue-related issues during delivery, installation, and pickup.

6.5 Yuknique shall not be responsible for delays, incomplete installations, additional labor, rescheduling costs, or other damages resulting from:

- Denied venue access
- Delayed venue access
- Missing permits
- Venue restrictions
- Security restrictions
- Inaccurate venue information
- Client scheduling conflicts

6.6 Installation areas must be clear, accessible, and reasonably safe upon Yuknique's arrival.

6.7 If installation areas are not ready at the scheduled installation time, Yuknique reserves the right to:

- Modify the installation schedule
- Reduce setup time
- Reduce project scope
- Charge additional labor fees

- Reschedule services when necessary

6.8 Installation schedules should not overlap with guest arrival times, event start times, or venue occupancy unless otherwise approved by Yuknique.

6.9 Yuknique reserves the right to refuse or discontinue installation activities that present safety concerns, structural concerns, hazardous conditions, or violations of venue policies.

6.10 Breakdown, disassembly, and pickup services shall occur according to the schedule established by Yuknique and the Client.

6.11 If breakdown or pickup services are delayed due to venue restrictions, venue closure, inaccessible equipment, or Client-related causes, additional labor, waiting time, travel, storage, and trip charges may apply.

6.12 All rental equipment, structures, frames, stands, backdrops, props, and other Yuknique-owned materials remain the property of Yuknique unless otherwise agreed in writing.

6.13 The Client is responsible for the care, security, and condition of all Yuknique-owned equipment from the completion of installation until pickup by Yuknique.

7. EQUIPMENT, RENTALS, DAMAGE & LOSS

7.1 All rental equipment, structures, frames, stands, backdrops, props, décor supports, tools, and related materials supplied by Yuknique remain the sole property of Yuknique unless otherwise agreed in writing.

7.2 The Client is responsible for the care, security, and condition of all Yuknique-owned equipment from the completion of installation until pickup by Yuknique.

7.3 Equipment may not be relocated, altered, modified, disassembled, dismantled, repaired, painted, decorated, attached to structures, or otherwise changed without Yuknique's prior written authorization.

7.4 The Client shall be responsible for the replacement cost of any equipment that is:

- Lost
- Stolen
- Missing
- Unreturned
- Destroyed
- Damaged beyond normal wear and tear

7.5 Replacement costs shall be determined by the fair market value, replacement cost, repair cost, shipping cost, labor cost, or other reasonable expenses incurred by Yuknique.

7.6 Rental deposits, security deposits, or damage deposits may be required at Yuknique's discretion.

7.7 Any refundable deposit shall be returned only after equipment has been inspected and determined to be in substantially the same condition as delivered, normal wear and tear excepted.

7.8 If equipment is inaccessible at the scheduled pickup time due to venue restrictions, venue closure, Client delays, missing equipment, or other Client-related causes, additional labor, waiting time, travel, storage, and trip charges may apply.

7.9 The Client shall not permit third parties to remove, borrow, transport, store, alter, relocate, or otherwise take possession of Yuknique-owned equipment without written authorization.

7.10 If equipment must be recovered through additional trips, collection efforts, legal action, storage services, or third-party recovery services, the Client may be responsible for all associated costs to the extent permitted by law.

7.11 Balloon displays attached to rental equipment remain subject to the terms of this Agreement even if balloons naturally deflate, deteriorate, oxidize, or are discarded following the event.

7.12 Ownership of balloons and consumable décor materials may transfer to the Client upon delivery or installation, while ownership of rental equipment remains with Yuknique unless otherwise agreed in writing.

8. BALLOON LONGEVITY & ENVIRONMENTAL CONDITIONS

8.1 Balloon décor is inherently temporary and perishable in nature. Balloon appearance, performance, and longevity may vary significantly depending on environmental and operational conditions.

8.2 Balloon performance may be affected by factors including, but not limited to:

- Temperature
- Humidity
- Wind
- Rain
- Sunlight
- Venue conditions
- Air conditioning systems
- Heating systems
- Transportation
- Guest interaction
- Handling after delivery
- Ceiling height
- Surface conditions
- Static electricity
- Outdoor exposure

8.3 Yuknique does not guarantee balloon longevity, appearance, or performance beyond delivery or installation completion unless expressly stated in writing.

8.4 Balloon oxidation, loss of shine, color fading, size reduction, movement, shifting, deflation, popping, stretching, wrinkling, or other natural changes are normal characteristics of balloon products and shall not be considered defects.

8.5 Balloons exposed to outdoor conditions may experience accelerated deterioration due to:

- Direct sunlight
- Heat
- Wind
- Rain
- Moisture
- Debris
- Animals
- Landscaping equipment
- Environmental contaminants

8.6 The Client acknowledges that outdoor installations involve increased risk of deterioration, damage, movement, or failure and are performed at the Client's risk.

8.7 Yuknique shall not be responsible for balloon deterioration, appearance changes, movement, popping, deflation, or other performance issues occurring after delivery or installation due to environmental conditions or third-party actions.

8.8 Once décor has been accepted, relocated, handled, stored, transported, altered, modified, or interacted with by the Client, guests, venue personnel, vendors, or third parties, Yuknique shall not be responsible for resulting damage or performance issues.

8.9 Photographs, marketing images, inspiration photos, mockups, sketches, renderings, and design concepts are intended as visual references only. Final installations may vary based on venue conditions, inventory availability, safety considerations, environmental factors, and artistic judgment.

8.10 Yuknique reserves the right to make reasonable design modifications necessary to ensure structural integrity, safety, installation feasibility, inventory availability, or overall event success.

9. SAFETY & HOLD HARMLESS AGREEMENT

9.1 The Client acknowledges that balloon décor, event décor, rental equipment, display structures, backdrops, frames, props, and related materials may present risks if improperly used, moved, altered, damaged, climbed on, or otherwise misused.

9.2 The Client agrees to exercise reasonable care in supervising guests, attendees, employees, contractors, vendors, children, and other individuals who may come into contact with Yuknique's products, services, installations, or equipment.

9.3 Balloon displays, décor installations, rental equipment, and related materials are not intended for:

- Climbing
- Sitting
- Standing
- Hanging
- Swinging
- Riding
- Pulling
- Pushing
- Repositioning
- Disassembly by unauthorized persons

9.4 The Client is responsible for preventing misuse, abuse, tampering, relocation, or unauthorized interaction with any installation, rental equipment, or décor provided by Yuknique.

9.5 Deflated, popped, torn, damaged, or detached balloons and décor materials should be removed and properly discarded when reasonably practical.

9.6 Certain materials used in balloon décor may present choking, suffocation, tripping, slipping, entanglement, allergic reaction, or other hazards if misused.

9.7 The Client acknowledges and accepts all risks associated with the use, display, handling, storage, transportation, and presence of balloons, décor materials, rental equipment, and related products after delivery or installation.

9.8 To the fullest extent permitted by law, the Client agrees to release, indemnify, defend, and hold harmless Yuknique, its owners, officers, employees, subcontractors, affiliates, agents, and representatives from any claims, liabilities, damages, losses, costs, expenses, or legal actions arising from:

- Client misuse
- Guest misuse
- Venue conditions
- Unauthorized modifications

- Equipment relocation
- Post-installation handling
- Failure to supervise children
- Failure to maintain a safe environment
- Acts or omissions of third parties

9.9 Yuknique shall not be liable for injuries, damages, losses, or claims arising from balloon popping, balloon fragments, latex exposure, allergic reactions, choking hazards, slipping hazards, falling décor, equipment misuse, or other reasonably foreseeable risks associated with event décor products.

9.10 The Client assumes responsibility for maintaining a safe environment after delivery or installation has been completed.

9.11 Nothing in this Agreement shall be construed to waive rights or protections that cannot legally be waived under applicable law.

10. PHOTOGRAPHY, VIDEO & PROMOTIONAL RIGHTS

10.1 The Client grants Yuknique the irrevocable right to photograph, video record, reproduce, publish, distribute, display, edit, modify, and use images, videos, and other visual media depicting Yuknique's products, installations, décor, equipment, and services.

10.2 Such media may be used for lawful promotional, advertising, educational, portfolio, editorial, commercial, or marketing purposes, including but not limited to:

- Websites
- Social media platforms
- Digital advertising
- Print advertising
- Flyers
- Brochures
- Catalogs
- Email marketing
- Presentations
- Trade shows
- Portfolio displays
- Training materials

10.3 Yuknique may use photographs or videos captured by:

- Yuknique personnel
- Photographers
- Videographers
- Venue personnel
- Event vendors
- The Client
- Event guests
- Other authorized parties

provided such media accurately depicts the products or services provided.

10.4 The Client represents and warrants that they have authority to grant the rights described in this section or have obtained any necessary permissions required for such use.

10.5 Yuknique may edit, crop, resize, enhance, watermark, brand, modify, or otherwise adapt media for promotional purposes.

10.6 Ownership of photographs, videos, marketing materials, promotional content, designs, concepts, and related intellectual property created by Yuknique shall remain the property of Yuknique unless otherwise agreed in writing.

10.7 Yuknique is not obligated to use, publish, display, retain, or distribute any photograph, video, or media content.

10.8 The Client may request in writing that photographs or videos not be used for promotional purposes. Yuknique may approve or deny such requests at its sole discretion unless otherwise required by law.

10.9 Venue Partners acknowledge that installations performed at partner locations may be photographed or recorded by Yuknique for marketing, promotional, portfolio, educational, operational, or business development purposes.

10.10 Nothing in this section grants the Client ownership rights in Yuknique's trademarks, branding, logos, marketing materials, photographs, videos, designs, or intellectual property.

11. COMMERCIAL VENUE PARTNERSHIPS

11.1 Yuknique may offer commercial venue partnership programs, wholesale pricing programs, referral programs, loyalty programs, preferred vendor relationships, and other business partnership opportunities at its sole discretion.

11.2 Participation in any Yuknique partner program is voluntary and subject to approval by Yuknique.

11.3 Approval into any partner program does not create an employment relationship, franchise relationship, agency relationship, joint venture, partnership, or exclusive business arrangement between the parties.

11.4 Venue Partners remain independent businesses and are solely responsible for their own operations, customers, contracts, employees, taxes, permits, insurance, and business activities.

11.5 Venue Partners shall remain responsible for all orders submitted through their accounts, regardless of cancellations, disputes, refunds, chargebacks, rescheduling requests, or other issues involving the Venue Partner's customers, renters, clients, event organizers, or third parties.

11.6 Participation in the Yuknique Venue Partner Program is additionally governed by the Yuknique Venue Partner Program Operating Agreement, as amended from time to time.

11.7 In the event of a conflict between these Terms & Conditions and the Venue Partner Program Operating Agreement:

- The Operating Agreement shall govern partner program administration, status levels, discounts, benefits, qualification requirements, and partner obligations.
- These Terms & Conditions shall govern event services, rentals, installations, purchases, deliveries, payments, and related transactions.

11.8 Yuknique reserves the right to modify, suspend, revoke, restrict, or terminate:

- Partner status
- Wholesale pricing access
- Portal access
- Partner benefits
- Discount eligibility
- Ordering privileges
- Program participation

at its sole discretion.

11.9 Reasons for suspension or termination may include, but are not limited to:

- Non-payment

- Fraud
- Chargebacks
- Abuse of partner benefits
- Policy violations
- Misrepresentation
- Repeated cancellations
- Conduct harmful to Yuknique's reputation, operations, employees, customers, or business interests

11.10 Yuknique reserves the right to modify partner program structures, qualification requirements, benefits, discounts, product eligibility, participation requirements, and operational procedures at any time.

11.11 Participation in a partner program does not guarantee future pricing, discounts, availability, exclusivity, territory rights, referral opportunities, or continued participation.

12. INSURANCE, FORCE MAJEURE & LIMITATION OF LIABILITY

12.1 Yuknique maintains commercial liability insurance coverage and may provide proof of insurance or certificates of insurance ("COIs") upon request, subject to availability and insurer requirements.

12.2 Requests for additional insured endorsements, venue-specific certificates, policy modifications, or special insurance documentation may be subject to additional fees, processing times, or insurer approval requirements.

Force Majeure

12.3 Yuknique shall not be liable for delays, interruptions, rescheduling, reduced services, cancellation of services, or inability to perform obligations resulting from circumstances beyond its reasonable control, including but not limited to:

- Severe weather
- Hurricanes
- Tornadoes
- Flooding
- Fire
- Natural disasters
- Utility outages
- Internet outages
- Labor shortages
- Vehicle breakdowns
- Supply chain disruptions
- Government actions
- Public health emergencies
- Venue closures
- Acts of terrorism
- Civil unrest
- Strikes
- Acts of God
- Other unforeseen events beyond Yuknique's reasonable control

12.4 In the event of a Force Majeure event, Yuknique may, at its sole discretion:

- Reschedule services
- Modify service schedules
- Substitute materials
- Adjust installation methods
- Issue event credits
- Terminate services when performance becomes impractical or impossible

Limitation of Liability

12.5 To the fullest extent permitted by law, Yuknique's total liability arising from any claim, dispute, transaction, event, service, rental, purchase, installation, or agreement shall not exceed the total amount actually paid by the Client to Yuknique for the specific services giving rise to the claim.

12.6 Under no circumstances shall Yuknique be liable for:

- Lost profits
- Lost revenue
- Lost business opportunities
- Consequential damages
- Incidental damages
- Special damages
- Indirect damages
- Punitive damages
- Emotional distress damages
- Reputational damages

whether arising in contract, tort, negligence, strict liability, or otherwise.

12.7 Yuknique shall not be responsible for damages resulting from:

- Venue restrictions
- Third-party vendors
- Venue personnel
- Client instructions
- Client delays
- Guest actions
- Environmental conditions
- Equipment misuse
- Unauthorized modifications
- Conditions outside Yuknique's control

12.8 Any claim relating to services provided by Yuknique must be submitted in writing within thirty (30) days following the event date. Failure to provide timely notice may result in waiver of the claim to the extent permitted by law.

12.9 Nothing contained in this Agreement shall exclude or limit liability where such exclusion or limitation is prohibited by applicable law.

13. GOVERNING TERMS, MODIFICATIONS & ENTIRE AGREEMENT

13.1 These Terms & Conditions constitute the entire agreement between the Client and Loudpype Lifestyle d/b/a Yuknique Balloon Décor concerning the products, services, rentals, installations, deliveries, and related transactions described herein.

13.2 These Terms & Conditions supersede all prior verbal discussions, representations, negotiations, proposals, understandings, communications, or agreements relating to the subject matter of this Agreement.

13.3 No waiver, modification, amendment, exception, or deviation from these Terms & Conditions shall be valid unless expressly approved in writing by Yuknique.

13.4 Yuknique reserves the right to update, modify, revise, replace, or amend these Terms & Conditions at any time.

13.5 The version of these Terms & Conditions in effect on the date of booking shall govern the Client's event, purchase, rental, or transaction unless otherwise agreed in writing.

13.6 If any provision of this Agreement is determined to be invalid, unenforceable, or unlawful by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

13.7 Failure by Yuknique to enforce any provision of this Agreement shall not constitute a waiver of that provision or any other provision.

13.8 The Client may not assign, transfer, delegate, or otherwise transfer rights or obligations under this Agreement without Yuknique's prior written consent.

13.9 These Terms & Conditions shall be governed by and interpreted in accordance with the laws of the State of Georgia, without regard to conflict of law principles.

13.10 The Client acknowledges that they have read, understood, and agreed to these Terms & Conditions by:

- Signing an agreement
- Approving a quote or invoice
- Submitting payment
- Placing an order
- Accepting delivery
- Accepting installation
- Utilizing services provided by Yuknique

13.11 Electronic signatures, electronic approvals, online checkouts, email approvals, text message confirmations, and other electronic forms of acceptance shall be deemed valid and enforceable to the fullest extent permitted by law.

13.12 Headings contained in this Agreement are provided for convenience only and shall not affect the interpretation of any provision.

13.13 Nothing contained in this Agreement shall be interpreted to create a partnership, employment relationship, agency relationship, franchise relationship, or joint venture between Yuknique and any Client or Venue Partner.

13.14 This Agreement shall remain binding upon the Client, the Client's representatives, successors, assigns, event organizers, and any parties acting on the Client's behalf to the extent permitted by law.

14. ACKNOWLEDGEMENT & ACCEPTANCE

14.1 By signing an agreement, approving a quote or invoice, submitting payment, placing an order, accepting delivery, accepting installation, utilizing services, or otherwise engaging Yuknique, the Client acknowledges that they have read, understood, and agree to be bound by these Terms & Conditions.

14.2 The Client further acknowledges that these Terms & Conditions constitute a legally binding agreement between the Client and Loudpype Lifestyle d/b/a Yuknique Balloon Décor.

14.3 Electronic signatures, online checkouts, electronic approvals, text message confirmations, email approvals, and other forms of electronic acceptance shall be deemed equivalent to an original handwritten signature to the fullest extent permitted by law.

CLIENT ACKNOWLEDGEMENT

Client Name:

Company Name (If Applicable):

Signature:

Date:
