



## **Service Contract**

The following contract and terms will set forth an agreement between Forever Young Photo Booth (Provider) and (Client) for photo booth services at an event location agreed upon in contract. This written contract sets the full intention of both parties and supersedes all other written and/or oral agreements between the parties.

### **SERVICE PERIOD**

A representative of Forever Young Photo Booth will arrive approximately 1 hour before the service period begins for setup. If client would like us to arrive earlier the time must be agreed upon by both parties. Provider agrees to have a Forever Young Photo Booth operational for a minimum of 90% during this period; occasionally, operations may need to be interrupted for maintenance of the photo booth (changing photo paper, adjusting camera, adjusting printer, etc). In the event of prolonged maintenance of photo booth, Provider agrees to extend the service period as necessary to make up for the time lost or to apply a prorated refund to the Client.

### **PAYMENT**

A non-refundable deposit of \$200 is due upon signing of this contract. The remaining amount is due in full two (2) weeks prior to event. If payment is not received 5 days prior to your event the services by Forever Young Photo Booth may not be rendered and all payments received may be forfeited, unless other arrangements have been made. We do not secure your date on our calendar until the deposit is received. If the rental time period exceeds the service period agreed to in this contract at the request of the Client, the overage in rental time will be billed to the Client at the hourly rate of \$100 per hour. Payment for any overage in time must be paid before additional hours are provided. Client agrees that in addition to any and all other legal rights and remedies Provider may have, Client will pay a \$35.00 fee for any and all returned checks.

### **ACCESS, SPACE & POWER FOR PHOTO BOOTH**

Client will arrange for an appropriate space for the photo booth at venue. The photo booth requires a space 8' x 8' x 8'. Client is responsible for ensuring power is available for the photo booth (110V, 5 amps, 3 prong outlet). Any delay in the performance or damage to the photo booth equipment due to improper power is the responsibility of the client. If Provider is to supply props and/or scrapbook and supplies, Client agrees to provide ample space and table necessary for doing so.

### **OUTDOOR EVENTS**

If photo booth is to be used in an outdoor setting, prior arrangements must be made with Provider. Client is responsible for ensuring that the photo booth is under protective covering and level ground. In the event Client can't or does not provide appropriate cover, photo booth services will end if inclement weather occurs. In the event that services end early due to inclement weather during an outdoor event Client will not receive a refund in part or in full.

## **DATE CHANGES AND CANCELLATIONS**

Any request for a date change must be made thirty (30) days in advance of the original event date. Change is subject to availability of Photo Booth by provider and receipt of a new service contract. If in the event the new date cannot be accommodated all deposits and payments received shall be forfeited. Provider promises to make all reasonable attempts at date changes.

## **SERVICE DISCONTINUATION**

Provider reserves the right to discontinue services at any such time during the event that the photo booth attendant or Provider feels that the integrity or safety of the Provider and/or Providers equipment is compromised. In the event services are discontinued Client will not receive a refund in part or in full unless other arrangements have been made.

## **DAMAGE TO PROVIDER'S EQUIPMENT**

Client acknowledges responsibility for any damage or loss to the Provider's equipment caused by: a) Any misuse of the Provider's equipment by Client or its guests, or b) Any theft or destruction of equipment including but not limited to props, camera, computer and printer.

## **INDEMNIFICATION**

Client agrees to, and understands the following: a) Client will indemnify provider against any and all liability related to Client's Event during or after Client's event. Client will indemnify Provider from the time of service and on into the future, against any liability associated with Client. b) Client will indemnify Provider against any and all liability associated with the use of pictures taken within the Photo Booth its representatives, employees or affiliates at Client's event.

## **MODEL RELEASE**

Client hereby grants Forever Young Photo Booth the right and permission to copyright and use, photographic portraits or pictures of any photo booth user who may be included intact or in part, made through any and all media now or hereafter known for illustration, art, promotion, advertising, trade, or any other purpose. In addition Client hereby agrees to release, discharge and to save harmless Forever Young Photo Booth from any liability, that may occur or be produced in the taking of said picture or in any subsequent processing thereof, as well as any publication thereof, including without limitation any claims for libel or invasion of privacy.

We realize some clients prefer their photos to remain private. We would love to use your photos, but understand your privacy. If you do not wish to release your photos, please indicate in writing, below your signature on this document.

## **MISCELLANEOUS TERMS**

If any provision of these terms shall be unlawful, void, or for any reason unenforceable under Contract Law, then that provision, or portion thereof, shall be deemed separate from the rest of this contract and shall not affect the validity and enforceable of any remaining provisions, or portions thereof. This is the entire agreement between Provider and Client relating to the subject matter herein and shall not be modified except in writing, signed by both parties. In the event of a conflict between parties, Client agrees to solve any arguments via arbitration. If the printer fails to print out photos on site the Provider will be allowed to give a web site to the client where there guests can log onto and order prints free of charge with free shipping as well as the ability to download the digital files for their own use or provide all photos to the client within 1 week of the original service date. In the event Provider is unable to supply a working Photo Booth for at least 90% of the service period, Client shall be refunded a prorated amount based on the amount of service received.

## Forever Young Photo Booth Event Details

<b>Name</b>	
<b>Company</b>	
<b>Address</b>	
<b>City, State, Zip</b>	
<b>Type of Event</b>	
<b>Time of Event</b>	
<b>Cell Phone</b>	
<b>Other Phone</b>	

## Venue Information

**Please notify your venue that you have rented a photo booth and will need space for the booth and a 6 foot table for props.**

<b>Name</b>	
<b>Address</b>	
<b>City, State, Zip</b>	
<b>Phone #</b>	
<b>Contact Person</b>	
<b>Contact Cell Phone</b>	
<b>Email address</b>	
<b>Number of Expected guests</b>	

## Forever Young Photo Booth Rental Agreement

Enclosed Booth	3 hours	\$600.00
Enclosed Booth with external monitor	3 hours	\$700.00
Each additional hour	per hour	\$100.00
Scrapbook Album		\$50.00
Two (2) photo strips per session are included – may upgrade to four strips		\$25.00
Personalized Logo/Text Banner		Included
High Resolution Digital Images on USB drive		Included
Unlimited Photos sessions		Included
Props		Included
Onsite attendants		Included
Mileage up to 100 miles each way		Included

**Payments Accepted: Cash, Check, credit card - Make checks payable to Forever Young Photo Booth**

**\$200 deposit required to reserve date. Balance to be paid two (2) weeks in advance of event date.**

**Please sign and date and return.**

**Signature \_\_\_\_\_ Date \_\_\_\_\_**

**Please make a copy of the service and rental agreements and fax or email a copy to:**

**Fax – 336.643.9403**

**Email – [foreveryoungphotobooth@gmail.com](mailto:foreveryoungphotobooth@gmail.com)**