



Royal Fun Photo Booth Term of Agreement (TOA)

SERVICE AGREEMENT

PAYMENT

A non-refundable deposit of \$150 (retainer (save the date)) is due upon the signing of this contract, to secure the date. The remaining balance is due 14 days in advance of Client's Event. If paying by credit card, Client agrees to have Provider Charge Client's credit card for payment of services. Failure of Client to pay the balance will result in a breach of this Agreement (and forfeiture of all deposits paid) and will release ROYAL FUN PHOTO BOOTH of all obligations in connection with this Agreement. If the operator uses the equipment for a time period in excess of the service period agreed to in the Service Period above, any overage in rental time will be billed to the operator at the following rates: \$100.00 per hour. Payment for any overage of time extended must be paid before any images are made available for viewing online, put on DVD or Flash Drive. Client agrees that in addition to any and all other legal rights and remedies Provider may have.

SPACE, POWER FOR PHOTO BOOTH AND ACCESS

Client will arrange for an appropriate space for the Photo Booth at event's venue. (8' X 10'). Client is responsible for providing power for the Photo Booth (110V, 10 amps, 3 prong outlet), within 30 feet of the booth area.

DATE CHANGE AND CANCELLATIONS

Any request for a date change must be made in writing at least thirty days in advance of the original event date. Change is subject to photo booth availability and receipt of a new Service Contract. If there is no availability for the alternate date, the (nonrefundable reservation) deposit shall be forfeited and the event cancelled, all other monies will be refunded (*Processing of the refund is 14 days or less*). Any cancellation occurring less than 7 days prior to the event date shall forfeit all payments received. Or If event is cancelled for any reason, without a written notice to the Provider the non-refundable reservation fee is forfeited.

DAMAGE TO PROVIDER'S EQUIPMENT

Client acknowledges that it shall be responsible for any damage or loss to Provider's equipment caused by: a) Any misuse of Provider's equipment by Client or its guest, or b) Any theft or disaster (including but not limited to fire, flood) during time of event.

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 till one hour after contractual agreement ends, will release Client from any and all liability associated with this contract.
- b) Client will indemnify Provider against any and all liability associated with the use of picture taken within the Photo Booth its representatives, employees or affiliates at Client's Event.

REFUSAL/DISRUPTION OF SERVICE

DURING some very rare occurrences we may have to reserve the right to immediately refuse service, pack up, and depart from the venue. Service will be disrupted without a refund if:

- The attendants are harassed, threatened, or abused by any guests.

- The equipment is damaged by the guests.

Model RELEASE OPTION

We realize some Clients of ours wish the photos to remain private which is why we have the option above. We would love to use your photos on our website.

Client agrees to, and understands the following; All guest using the photo booth hereby gives to Royal Fun Photo Booth, the right and permission to copyright and use, photographic portraits, pictures and/or video 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, I hereby release, discharge and agree to hold harmless Royal Fun 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 liable or invasion of privacy.

YES ...I agree to release Royal Fun Photo Booth **or NO** ...I do not agree (extra charge).

MISC TERMS

If any provision of these terms shall be unlawful, void, or for any reason unenforceable under Contract Law in the state of Michigan, then that provision, or portion thereof, shall be deemed several from the rest of this contact and shall not effect the validity and enforceability 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. In the event Provider is unable to supply a working Photo Booth for at least 80% of the Service Period, Client shall be refunded a prorated amount based on the amount of service received. If the printer fails to print out photos on site the Provider will be allowed to give a website to the client where their guests can log onto and order prints free of charge as well as the ability to download the digital files for their own use. If no service is received, Provider's maximum liability will be the return of all payments received from Client. Provider is not responsible for any consequential damages or lost opportunities upon breach of this agreement.

MEALS

For most events, Royal Fun plan on having 1 attendant operating the photo booth for the duration of the event. **Will the attendants be welcome to eat? Will the venue provide the meal?**

Yes, the attendants may eat. No, venue will not provide any meals.

PHOTO DESIGN

We do customize your photo layout to match the theme of your event. We can allow for up to 3 revisions of your layout. After the 3rd revision, a fee of \$15/revision will be billed. Traditionally, we have room for 2 lines of text.

