

Instan-Memories-Photobooth

SERVICE AGREEMENT

The following contract and its terms will set forth an agreement between (provider) Instan-Memories-Photobooth and (Client) _____, for photo booth services for an event taking place on this _____ day of _____. This written contract sets forth the full, written intention of both parties and supersedes all other written and/or oral agreements between the parties.

SERVICE PERIOD

The service period will be on

(Date) _____

(Start Time) _____

(End Time) _____

Provider agrees to have photo booth operational for a minimum of 80% during this period, as occasionally, operations may need to be interrupted for maintenance of the photo booth.

PAYMENT

A **Non-Refundable Deposit** in the amount of \$150.00 is due upon signing of this contract with any remaining balance to be paid in full no later than 2 weeks prior to client's event date. Non- payment of remaining balance allows provider the right to cancel.

ACCESS, SPACE, & POWER FOR PHOTO BOOTH

Client will arrange for an appropriate space for the photo booth at events venue. Client is responsible for providing power for the operation of the photo booth. The photo booth requires a 110V, 10amp, 3 prong outlet from a reliable power source within 50' unobstructed feet of the setup area. The circuit must be free of any other connected loads. Any delay in the performance or damage to the photo booth equipment due to improper power is the responsibility of the client. Client shall provide crowd control if warranted, and provide the provider with directions to event. Client shall provide the provider with a safe and appropriate working environment with a solid floor of at least 10' X10' X 8'.

DATE CHANGES 7 CANCELATIONS

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 provider's availability and receipt of a new service contract. If there is no availability for the alternate date, the deposit shall be forfeited and the event cancelled. Any cancellation occurring within less than 30 day of scheduled event shall forfeit all payment received.

FUEL SURCHARGE

Delivery within a 50 mile radius of zip code 70774 is free. Delivery from a 51 mile up to 100 mile radius of zip code 70774 will require a 3 hour minimum contract. Outside of 100 mile radius of zip code 70774 will incur a \$1.50 per mile charge.

DAMAGE TO PROVIDER'S EQUIPMENT

Client acknowledges that it shall be responsible 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 (invited or uninvited).
- B. Any theft or disaster (including but not limited to fire, flood, or earthquake). Client acknowledges provider shall have the right to decline service to client's guests (invited or uninvited) for misuse, inappropriate photos or unruly behavior.

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 OPTION

We realize some clients of ours as well as others wish the photos to remain private which is why we have the option below. We'd love to use your photos on our web site, but understand your privacy.

Client agrees to, and understands the following: All guests using the photo booth hereby allow **Instant-Memories-Photobooth** 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, I hereby release, discharge and agree to **Instant-Memories-photobooth**, 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.

YES I agree to the model release above

NO I do not agree

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 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 onsite the provider will be allowed to give a web site to the client where their 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.

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RENTAL AGREEMENT

CONTACT INFORMATION

Name _____
Company _____
Address _____
City, State, Zip _____
Type of event _____
Type of event _____
Cell phone _____
Alternate phone _____
Email address _____
Type of event _____

VENUE INFORMATION

Name _____
Address _____
City, State, Zip _____
Phone number _____
Contact Name _____
Contact cell _____
Contact Email _____
Number of guests _____

**Please make sure the venue is aware you have a photo booth rented so they may allow for space needed.

Instant-Memories-Photobooth

PHOTO BOOTH INFORMATION

Item	cost	#	Total
Rental for first hour	\$150.00		
Rental per hour after first	\$100.00		
Personalized logo	0.00		
Scrapbook album we provide	\$35.00		
Unlimited photo session	0.00		
Props	0.00		
Mileage up to 50 miles	0.00		
Mileage 51 up to 100 w/3 hr.rental	0.00		
Mileage over 100 miles	\$1.50 per mile		
Idle hours	\$50.00/hr		
TOTAL			

Payments Accepted: Cash or Paypal

\$150.00 deposit Date paid _____ Cash or PayPal _____

Balance of: \$ _____ to be paid 2 weeks in advance of event date: _____

Signature: _____

Please email completed contract. If you have any questions, please feel free to contact me.

Valerie Guidry 225-615-0120 or Email instantmemoriesphotobooth@yahoo.com