



Wetumpka, AL 36093 1.334.557.1882

## **PHOTO CRASHERS BOOTH, LLC SERVICE CONTRACT**

The following contract and its terms will set forth an agreement between Photo Crashers Booth, LLC (Provider/we) and \_\_\_\_\_ (Client) for photo booth services for an event taking place at \_\_\_\_\_. This written contract sets forth the full and complete agreement of both parties and supersedes all other written and/or oral agreements between the parties.

### **SERVICE PERIOD**

The Service Period will be from \_\_\_\_\_ am/pm to \_\_\_\_\_ am/pm on \_\_\_\_/\_\_\_\_/\_\_\_\_. We will arrive approximately one hour before the service period begins. If you would like us to arrive earlier you will be charged for idle time (see page 3). Provider agrees to have the Photo Booth operational for a minimum of 80% of the time during this period. Operation may need to be briefly interrupted for maintenance of the Photo Booth (changing photo paper/ribbon, adjusting camera, adjusting printer, etc).

### **PAYMENT**

A non-refundable retainer in the amount of \$200 is due upon signing of this contract. The remaining amount is due 10 days prior to your event. If payment is received after this date, Client will be subject to a 10% late penalty fee. We accept cash, checks, or credit card payment via PayPal. An email invoice will be sent to you if paying by credit card. Payments by credit card are subject to an additional charge of 3% of the total amount being charged. We do not secure your event date on our calendar until the deposit is received.

If the service time exceeds the service period agreed to in the invoice below, the overage in service period will be billed to the client at the hourly rate of \$150.00 per hour, billed in half-hour increments of \$75.00. 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 the event's venue. The Photo Booth requires a space 12 feet deep x 12 feet wide x 10 feet high. Client is responsible for ensuring power is available for the Photo Booth. (110V/5 amp with 3 prong outlet). No refunds will be given if Provider arrives and power is not available and/or space is not adequate for the booth.

### **DATE CHANGES & 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 retainer shall be forfeited and event cancelled. Any cancellation occurring less than thirty days prior to the event date shall forfeit all payments received.

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

Client acknowledges that it shall be responsible for any damage or loss to the Provider's Equipment caused by any misuse of the Provider's equipment by Client or its guests, invitees, trespassers or other persons or entities where booth is located.

### **INDEMNIFICATION**

Client agrees to, and understands the following:

1) Client will indemnify provider and hold provider harmless against any and all loss, cost, harm, damage and liability, including but not limited to attorney fees and cost of litigation related to or in any way arising out of Client's Event, or during or after Client's event.

2) Client will indemnify provider and hold provider harmless against any and all loss, cost, harm, damage and liability including not limited to attorney fees and cost of litigation related to or in any way arising out of or associated with the use of pictures taken within the Photo Crasher's Booth, LLC by its representatives, employee's or anyone else taking photos using Provider's equipment.

**RELEASE OPTION**

Please Circle one:

NO. I do not agree. Initial here \_\_\_\_\_ Password protect online photos? (Case sensitive): \_\_\_\_\_

YES. I agree to the release below. Initial here: \_\_\_\_\_

1) If neither item is circled we give you the option mentioned below and assume you agree to the release. We realize some clients want the photos from their event to remain private, which is why we have the option above. 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 give to Photo Crasher's Booth, LLC the right and permission to copyright and use photographic portraits or pictures of any photo booth user who may include his/hers photos made through any and all media now or hereafter known for illustration, art, promotion, advertising, trade, or any other purpose.

2) In addition client will indemnify provider and hold provider harmless against any and all loss, cost, harm, damage and liability including not limited to attorney fees, cost of litigation related to or in any way arising out of or associated with what may occur or be produced in the taking of said picture(s) or in any subsequent processing thereof, as well as any publication thereof, including but not limited to any claims for libel or invasion of privacy.

**MISCELLANEOUS TERMS**

If any provision of the service contact shall be unlawful, void, or for any reason unenforceable under the laws of the State of Alabama or any other state where the enforcement of the contract may be necessary, 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 and Provider agree to resolve the dispute by binding arbitration. The arbitrator shall be mutually selected by the parties. **Client waives the right to trial by jury.**

In the event Provider is unable to supply a working photo booth for at least 80% of the Service Period through no fault of the Client, 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 web site to the client where there guests can log onto and order one 4x6 print free of charge with free shipping as well as the ability to download the digital files for their own use.

**Contact Information**

Your Name	
Company (if applicable)	
Street Address	
City, State, Zip Code	
Type of Event	
Home Phone	
Cell Phone	
Email Address	

**Venue Information (Service offered for one location)**

Venue Contact Name	
Facility Name	
Venue Street Address	
City, State, Zip Code	
Venue Contact Phone #	

**PRICE TABLE (Prices honored for events booked by 04/17/17)**

Item	Hours of Photo Booth Service			Total
	1-3 Hours	4 Hours	5 Hours	
Photo Booth Service with Backdrop Only	<del>\$ 750.00</del> \$ 550.00	<del>\$ 850.00</del> \$ 700.00	<del>\$ 950.00</del> \$ 800.00	
Additional Hours of Photo Booth Service that Exceeds Service Agreement	\$ 150.00 / Hour			
DVD of All Photos	Free			Free
Scrapbook Creation	\$ 100.00			
Props	Free Use During Service			Free
Arrival Time (If requested to arrive earlier than one hour prior to start of service)	\$ 75.00 / Hour			
More than two 4 x 6 prints per photo group (2 photo strips per 4 x 6 print = 4 strips total)	\$50 / Hour (We generally print enough for all in group but it is dependent on printer demand)			
Background Color of Print? (Please specify generic, pantone # or provide sample color)				
Photo "3+1" or Strips? (See website samples) Text and/or Logos on Print? (Send by email) Font preference?				
<b>Subtotal</b>				
<b>Sales Tax</b>	(Sales Tax)% x Subtotal			
<b>Total</b>				
<b>Deposit</b>				- \$
<b>Remaining Balance - Due <u>10 Days</u> Prior to Event Date</b>				
Other - Directions or Information:				

Checks should be made payable to **"Photo Crashers Booth"**. If paying by credit card an email invoice, payable through PayPal, will be sent to your email address listed in the "Contact

Information". Payments by credit card are subject to an additional charge of 3% of the total amount being charged. Please call for mailing address.

Deposit will or has been paid through (circle one): Cash    Check    Credit Card

I agree to the terms of this agreement:

Signed (Client): \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Signed (Provider): \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Witness \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Photo Crashers Booth, Wetumpka, AL 36093

[www.photocrashersbooth.com](http://www.photocrashersbooth.com)