



# SAY CHEESE

PHOTO BOOTH RENTAL

## WEDDING/CORPORATE EVENT AGREEMENT TERMS AND CONDITIONS

The person(s) whose signature(s) appear on this contract, known as "Client," agree that **Say Cheese! Photo Booth Rental** ("Company") will provide photobooth services to the best of its abilities, in the manner described in this Agreement. This is a binding contract, which incorporates the entire understanding of the parties, and any modifications must be in writing, signed by both parties, and physically attached to the original agreement.

### SERVICE PERIOD

Pursuant to the responsibilities of the Client, Company agrees to have a photobooth operational for a minimum of 80% during this period; occasionally, operations may need to be interrupted for maintenance of the photobooth.

### PAYMENT

The total balance is due upon reserving a booth. Paying the balance is consenting to this contract. If paying by credit card, Client agrees to have Company charge Client's credit card for payment of services. Client is liable for any overage in time at the cost of \$75/hr., which will be billed in half hour increments. Client agrees that in addition to any and all other legal rights and remedies Company may have, Client will pay a \$50 fee for any and all returned checks which Client may write to Company as payment for services.

### CHANGES AND CANCELLATIONS

Any request for a date, time, or location change must be made in writing at least fifteen (15) calendar days in advance of the original event date. Change is subject to photobooth availability and receipt of a new Service Contract. If there is no availability for the alternate date, time, or location, payment shall be refunded and no photobooth services will be provided less Snapchat filter costs. Any cancellation occurring less than fifteen (15) calendar days prior to the event date shall forfeit all payments received unless insurance was purchased. Events cancelled due to an act of God will be automatically rescheduled. Refunds can take up to seven calendar days to receive.

### INSURANCE POLICY

Insurance policy ensures Client receives a full refund if there is a need to cancel for ANY reason. The policy is valid from the time of purchase until booth assistant arrives to the event. This insurance does not cover Snapchat filters, balloons, or prepaid photo frames. If any discount was redeemed, its value will be subtracted from refund amount. Cost of insurance is nonrefundable.

### PARKING

Client shall provide parking for Company's vehicle while at Client's Event. The parking space shall be within close proximity to the venue, and Client shall provide any necessary parking permit or pass prior to the event date.

### PHOTOBOOTH ACCESS, SPACE AND POWER

Client shall arrange for an appropriate space for the photobooth at Client's venue. Space must be level, solid, and at least 10' by 10'. It is the Client's responsibility to ensure access is possible. Photobooth may be placed in an exterior location, provided it is protected from weather. Client is responsible for providing power to the photobooth (110V, 10 amps, 3 prong outlet) or a generator fee of \$30 may be incurred.

## ONLINE GALLERY

Upon receiving downloadable link for high-resolution files, Client accepts all responsibility for archiving and protecting the photographs. Company is not responsible for the lifespan of any digital media provided for any future changes in digital technology or media readers that might result in an inability to read discs provided. It is Client's responsibility to make sure that digital files are copied to new media as required.

## PRINT OUT DESIGN

Company will design a printout based on material supplied by Client, including logos, fonts, monograms, and ideas. Company will provide a draft and two (2) revisions, additional revisions will be billed to Client at \$25 an hour in half hour increments.

## MODEL RELEASE

Company reserves the right to use images produced with its photobooth under this Agreement to transfer to a third-party, host, store, cache, reproduce, publish, display (publicly or otherwise), perform (publicly or otherwise), distribute, transmit, modify, adapt, and create derivative works, and to reproduce the same images, in each case for the purpose of promoting the Company, its services, and other good-faith business purposes. CLIENT WARRANTS THAT IT HAS ACTUAL AUTHORITY TO AGREE TO THE USE OF THE LIKENESS OF ALL PERSONS INCLUDED IN THE IMAGES IN THIS MANNER AND SHALL INDEMNIFY THE COMPANY IN ACCORDANCE WITH THE INDEMNIFICATION CLAUSE PROVIDED IN THIS AGREEMENT BELOW.

## LIMITATION OF LIABILITY; WAIVER

UNDER NO CIRCUMSTANCES, EXCEPT AS OTHERWISE STATED IN THIS AGREEMENT, WILL THE COMPANY, ITS PARENT COMPANY, NOR ANY OF THEIR EMPLOYEES, MANAGERS, OFFICERS OR AGENTS BE LIABLE TO THE CLIENT FOR ANY LOSS OR DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, FOR ANY DIRECT, INDIRECT, ECONOMIC, EXEMPLARY, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES) THAT ARE DIRECTLY OR INDIRECTLY RELATED TO: (A) THE PHOTOBOOTH SERVICE; (B) ANY ACTION TAKEN IN CONNECTION WITH COPYRIGHT OR OTHER INTELLECTUAL PROPERTY OWNERS, INCLUDING WITHOUT LIMITATION, ANY INTELLECTUAL PROPERTY RIGHT, PUBLICITY, CONFIDENTIALITY, PROPERTY OR PRIVACY RIGHT; (C) ANY ERRORS OR OMISSIONS IN THE SERVICE'S OPERATION; OR (D) ANY DAMAGE TO ANY USER'S COMPUTER, MOBILE DEVICE, OR OTHER EQUIPMENT OR TECHNOLOGY. IN NO EVENT WILL THE COMPANY BE LIABLE TO CLIENT OR ANYONE ELSE FOR LOSS, DAMAGE OR INJURY, INCLUDING, WITHOUT LIMITATION, DEATH OR PERSONAL INJURY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO CLIENT.

CLIENT AGREES TO DEFEND (AT COMPANY'S REQUEST), INDEMNIFY, AND HOLD THE COMPANY, ITS PARENT COMPANY, EMPLOYEES, MANAGERS, OFFICERS, AND AGENTS, HARMLESS FROM AND AGAINST ANY CLAIMS, LIABILITY, DAMAGES, LOSSES, AND EXPENSES, INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES AND COSTS, ARISING OUT OF OR IN ANYWAY CONNECTED WITH ANY OF THE LIABILITY STATED ABOVE, INCLUDING BUT NOT LIMITED TO ANY ACTION TAKEN IN CONNECTION WITH THE MODEL RELEASE PROVIDED IN THIS AGREEMENT, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY OWNERS, INCLUDING WITHOUT LIMITATION, ANY INTELLECTUAL PROPERTY RIGHT, PUBLICITY, CONFIDENTIALITY, PROPERTY OR PRIVACY RIGHT.

## MISCELLANEOUS TERMS

In the event Company is unable to supply a working photobooth for at least 80% of the Service period, Client shall be refunded a prorated amount based on the amount of service received. If no service is received, Company's maximum liability will be the return of all payments received from Client. Prior to any party commencing an action, each party shall meet in a good-faith attempt to resolve their differences. Should both parties be unable to resolve their dispute, both parties agree to submit their dispute to a neutral mediator. Both parties agree to the jurisdiction, venue, and choice of law of Company's principle place of business at the time of the execution of this Agreement.

ALL SALES ARE FINAL.

Client understands and agrees that all sales and service fees are final.

**This contract will be legal & binding once deposit has been made.**

CLIENT'S SIGNATURE:

DATE:

COMPANY: