

Indy Photo Booth Photo Booth Service Contract

AGREEMENT made this _____, 2010, by and between _____, hereinafter referred to as the Purchaser, and Indy Photo Booth, hereinafter referred to as the Provider.

WITNESSETH NOW THEREFORE, in consideration of the promises and the agreements herein contained and intending to be legally bound hereby, the Parties do agree as follows:

1. The Purchaser hereby engages the Provider to provide a Photo Booth service to be performed at Event Location:

Event Name: _____
Venue: _____
Venue Address: _____
City: _____ State: _____ Zip Code: _____
Venue Contact Name: _____
Venue Phone #: _____

2. Indy Photo Booth hereby agrees to provide a Photo Booth for the Purchaser at the above-mentioned location.

* Indy Photo Booth agrees to provide the Client and the Client agrees to contract from Indy Photo Booth the following services: Photo booth delivery/ setup/take down, _____ hours of photo booth usage with unlimited photo strips in black and white or color, Scrapbook, two silver archival pens, and an on-site coordinator to help create guestbook,

* The terms of the agreement will begin at (time) _____ on (date) _____, and will end at (time) _____, on (date) _____.

3. Indy Photo Booth hereby agrees to render the professional services and is at all times to have complete control of the program.

4. The Purchaser in consideration of the Photo Booth Service to be rendered by the Provider, and the mutual promises contained herein, hereby agrees to pay to the Provider the following consideration:

The Performance Fee is \$ _____ for the time frame outlined above.

A non-refundable reservation fee of **\$600**, is required to secure the services of Indy Photo Booth for the engagement. This amount shall be applied toward the Performance Fee. Balance is due 30 days prior to the engagement.

Services requested that exceed the time frame outlined above will be charged at the rate of \$150.00 plus tax per event kit, per hour, payable the day of the engagement. It may not always be possible to provide additional performance time. However, when feasible, requests for extended playing time will be accommodated.

Purchaser Initials _____ Indy Photo Booth _____

Additional Terms and Conditions

The agreement of the Provider to perform is subject to proven detention by accidents, riots, strikes, epidemics, acts of God, or any other legitimate conditions beyond their control. If such circumstances arise, Purchaser shall receive a full refund. Purchaser agrees that in all circumstances, Indy Photo Booth liability shall be exclusively limited to an amount equal to the performance fee and that Indy Photo Booth shall not be liable for indirect or consequential damages arising from any breach of contract.

All reservation fees are nonrefundable but can be used towards a future booking unless the provider cancels the engagement.

All images recorded for the production of the Photo Booth are the property of Indy Photo Booth.

The Purchaser and Provider agree that this contract is not subject to cancellation unless both parties have agreed to such cancellation in writing. In the event the Purchaser breaches the contract, he or she shall pay the Provider the amount set forth above as "Wage agreed upon" as liquidated damages, 6% interest thereon, plus a reasonable attorney's fee.

It is hereby further agreed; that the Purchaser shall be held liable for any injury or damages to the Provider, or property of the Photo Booth, while on the premises of said engagement, if damage is caused by Purchaser or guest, members of his organization, engagement invitees, employees, or any other party in attendance, whether invited or not.

It is understood that if this is a "Rain or Shine" event, Indy Photo Booth compensation is in no way affected by inclement weather. For outdoor performances, Purchaser shall provide shelter for event area protecting from wind, rain, bright sunlight and all forms of inclement weather. Indy Photo Booth reserves the right, in good faith, to stop or cancel the performance should the weather pose a potential danger to him, the equipment, or audience. Every effort will be made to continue the performance. However, safety is paramount in all decisions. The Provider's compensation will not be affected by such cancellation.

In the event of circumstances deemed to present a threat or implied threat of injury or harm to Indy Photo Booth staff or any equipment in Indy Photo Booth possession, Indy

Photo Booth reserves the right to cease performance. If the Purchaser is able to resolve the threatening situation in a reasonable amount of time (maximum of 15 minutes), Indy Photo Booth shall resume service in accordance with the original terms of this agreement. Purchaser shall be responsible for payment in full, regardless of whether the situation is resolved or whether Indy Photo Booth resumes service. In order to prevent equipment damage or liability arising from accidental injury to any individual attending this performance, Indy Photo Booth reserves the right to deny any guest access to the Photo Booth.

Purchaser shall provide Indy Photo Booth with safe and appropriate working conditions. This includes a 10-foot by 10-foot area for setup, space for setting up Photo Booth and a side table, preferably 10 x 10. Indy Photo Booth requires a minimum of one 15-20-amp circuit outlet from a reliable power source within 50 feet (along the wall) of the set-up area. This circuit must be free of all other connected loads. Any delay in the service or damage to Indy Photo Booths' equipment due to improper power is the responsibility of the purchaser. Two circuits are preferred, where possible. Purchaser shall provide crowd control if warranted; and furnishing directions to place of engagement. Purchaser is responsible for paying any charges imposed by the venue. These charges may include, but are not limited to, parking and use of electric power.

In the event of non-payment, Indy Photo Booth retains the right to attempt collection through the courts. Purchaser will be held responsible for all court fees, legal fees, and collection costs incurred by Indy Photo Booth. Purchaser shall be charged \$25 for each bounced check plus a \$7.50 service charge for each collection notice.

This agreement guarantees that Indy Photo Booth will be ready to perform at the start time of the engagement. No guarantee is made as to Indy Photo Booths' time of arrival; however, Indy Photo Booth requests that they be permitted up to **24** hours before the engagement and **24** hours after the engagement for setup and takedown. Indy Photo Booth also requests ramp or elevator access between the parking/service entrance and the setup area. If the venue requires setup or takedown in less time, or if equipment must be carried up stairs or lifted onto a stage to reach the setup area, additional labor will be charged at the rate of \$50.00.

Engagements within the Indianapolis metro area will not be assessed a travel charge. Services requiring travel 60 miles outside of this area will be charged at \$50.00 per hour plus expenses.

Special provisions & Additional Services Requested

 Customization of photo strips to be provided at an additional charge of \$75 plus \$5.25 tax if requested by Purchaser. If the Purchaser elects to have photo customization final art direction and graphics must be provided by Purchaser at least 10 business days before the event to avoid rush charges. All art must be provided by Purchaser in a high

resolution jpg format unless notified otherwise by Indy Photo Booth. The Purchaser will send art direction and files via email to info@indyphotoboosths.com _

___ Digital CD of all photos taken in the booth during the event at an additional charge of \$150 plus \$10.50 tax.

___ Props at an additional charge of \$50 plus \$3.50 tax.

Rental: _____ + Additional Services: _____ =
Total: _____

Photo Color Information:

Black and White _____ Color _____ or Both Black and White and Color _____

Obstacles:

Are there stairs involved in set-up? Yes _____ No _____

Is there an elevator involved in set-up? Yes _____ No _____

By executing this contract as Purchaser, the person executing said contract, either individually, or as an agent or representative, represents and warrants that he or she is eighteen (18) years of age, and further, if executing said contract as agent or representative, that he or she has the authority to enter into this agreement and should he or she not have such authority, he or she personally accepts and assumes full responsibility and liability under the terms of this contract.

All attached riders are an integral part of this contract. This contract will supersede any other contract. If any part of this contract is illegal or unenforceable, the remaining provisions of this contract will remain valid and enforceable to both parties. This contract contains the entire agreement between the parties and no statement, promises, or inducements made by any party hereto, or agent or representative or either party hereto, which are not contained in this written contract, shall be valid or binding. This contract shall not be enlarged, modified, or altered except in writing by both parties and endorsed hereon.

The laws of the State of Indiana shall govern this agreement. In the event of suit involving or relating to this agreement, Purchaser agrees that venue will be in Marion County.

Purchaser agrees to defend, indemnify, assume liability for and hold Indy Photo Booth harmless from any claims, damages, losses and expenses by or to any person, regardless of the basis, which pertains directly or indirectly to Indy Photo Booth's service. In the event that a civil action arises in an effort to enforce any provision of this agreement, the losing party shall pay the attorney's fee and court costs of the prevailing party.

Purchaser may not transfer this contract to another party without the prior written consent of Indy Photo Booth. This agreement is not binding until signed by both Purchaser and Indy Photo Booth has received it. Any changes must be written and signed by both the Purchaser and Indy Photo Booth. Oral agreements are non-binding. If any clause in this agreement is found to be illegal, the rest of the agreement shall remain in force.

Indy Photo Booth may elect not to exercise their rights as specified in this agreement. By doing so, Indy Photo Booth does not waive their right to exercise those options at a future date.

THE PARTIES hereto promise to abide by the terms of this agreement and intend to be legally bound thereby.

Purchaser Printed Name: _____

Signature:

Street Address: _____

City: _____ State: _____ Zip Code _____

Daytime Phone: _____

Email: _____

Bride/Grooms Name (if applicable): _____

Where would you like CD to be delivered (if applicable):

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Indy Photo Booth:

Beth Johnson, Owner