

ABOUT FACE PHOTO BOOTHS, LLC SERVICE CONTRACT

The following contract and its terms will set forth an agreement between About Face Photo Booths, LLC (Provider) and [REDACTED] (the parties/client), for photo booth services for an event taking place at [REDACTED]. 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 from these times [REDACTED] on this date [REDACTED]. We will arrive approximately 1 hour before the service period begins. If you would like us to arrive earlier you will be charged for idle time (see next page). Provider agrees to have a About Face Photo Booth operational for a minimum of 80% during this period; occasionally, operations may need to be interrupted for maintenance of the Photo Booth (changing photo paper, 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 may be subject to a 10% late penalty fee. If payment is received after the date of your event, you are subject to a late penalty fee of 10% of the balance due PER DAY. We accept checks, Visa, Mastercard, American Express and Discover via Google Checkout. We do not secure your date on our calendar until the deposit is received.

If the rental time period exceeds the service period agreed to in the invoice below, the overage in rental time will be billed to the operator at the hourly rate of \$100 per hour, billed in half-hour increments of \$50.00. 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 \$25.00 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 event's venue. The photo booth requires a space approximately 10' x 10' wide and 8' high. Client is responsible for ensuring power is available for the Photo Booth; 120 volt standard electrical outlet within 10 feet of the desired booth location.

DATE CHANGES & CANCELLATIONS

Any request for a date change must be made in writing at least (30) 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 agrees to maintain a safe environment so as to protect the equipment from theft, vandalism and threat or harm to the service. About Face Photo Booths, LLC has the right to stop the service and take necessary steps to secure themselves and/or the equipment, up to and including removing equipment and leaving the event. About Face Photo Booths, LLC will approach the client to intercede if any problems develop and will only leave if the problem cannot be corrected to the satisfaction of About Face Photo Booths, LLC. The client is responsible for any and all damages caused by the client and/or the client's guests.

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 About Face Photo Booths, LLC its representatives, employees or affiliates at Client's event.

MODEL RELEASE OPTION PLEASE **CIRCLE ONE**:

YES I agree to the model release below or NO I do not agree.

If neither item is circled we will assume you agree to the model 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 About Face Photo Booths, LLC: 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 save harmless About Face Photo Booths, LLC, 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.

[REDACTED] initial (s)

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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 mechanical failure for any reason or inability to perform such, that About Face Photo Booths, LLC cannot provide a functioning photo booth, that About Face Photo Booths, LLC maximum liability is the return of any payments received. If only partial services can be provided due to conditions beyond About Face Photo Booths, LLC reasonable control, then charges are to be pro-rated. For example: if the event is four (4) hours and the booth is not functioning for two (2) hours, then half of the cost is rebated to the client. 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 prints free of charge with free shipping.

WAIVER OF LIABILITY:

Client hereby agrees to exempt, release, and hold harmless **About Face Photo Booths, LLC** from any claims, actions, suits, costs, damages or liabilities including but not limited to liability for personal injury of any person at the event, property damage, and/or wrongful death, including if caused by negligence on the part of About Face Photo Booths, LLC or any of its agents, owners and/or employees.

Agreed: _____ Date: _____
About Face Photo Booths, LLC representative

Agreed: _____ Date: _____
Client signature

