

Pix for Kix PHOTO BOOTHS - SERVICE CONTRACT

The following contract and its terms will set forth an agreement between Pix for Kix Photo Booths (Provider) and _____(Client) the parties, for photo booth services for an event taking place at-_____. 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:_____ on [DATE].

201__ Provider

agrees to have a Pix for Kix Photo Booth operational for a minimum of 80% during this period; occasionally, operations may need to be interrupted for maintenance of the Photo Booth.

PAYMENT

A non-refundable reservation fee in the amount of 50% of the total cost is due upon signing of this contract. The remaining amount is due 30 days in advance of Client's Event. Client will pay a \$50.00 fee for any and all returned checks which Client may write to Provider as payment for any service by Provider or rental of Provider's equipment.

ACCESS, SPACE & POWER FOR PHOTO BOOTH

Client will arrange for an appropriate space for the Photo Booth at event's venue. (5' deep x 5' wide x 6' high). Client is responsible for providing power for the Photo Booth. (110V, 10 amps, 3 prong outlet).

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 nonrefundable reservation fee shall be forfeited and event canceled. If event is canceled for any reason, the non-refundable reservation fee is forfeited.

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, or b) Any theft or disaster (including but not limited to fire, flood or earthquake).

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 Pix for Kix Photo Booth its representatives, employees or affiliates at Client's event.

MODEL RELEASE OPTION

Client agrees to, and understands the following: All guests using the photo booth hereby give to **Pix for Kix Photo Booths** 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 Pix for Kix Photo Booths, 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. If you do not agree circle no: NO

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 on site 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. If for reasons beyond our control the local distributor becomes sick or cannot perform we will ship the booth with instructions directly to the end user so they can set it up at their event and double the rental time period free of charge. If no service is received, Provider's maximum liability will be the return of all payments received from Client. Provider is not responsible for any consequential damages or lost opportunities upon breach of this agreement

Client Contact Information

Name

Company (optional)

Address

City, State, Zip

Type of Event

Phone numbers

E-mail address

Venue Information

Name

Address

City, State, Zip

Contact & Phone No.

Item	Cost	Qty	Total
Basic Photo Booth - Enclosed	\$	1	
Scrapbook Service			
Photo Magnet Frames			
Props			
CD of all pix			
Additional Hours			
What do you want your photos to say?			
What are the colors of the event?			
What time do you want the booth set up?			
Is the event formal, or semi-formal?			
Do you want color or black & white photos?			
How did you hear about us?			
Total			
Deposit			
Balance Due			

Client Signature:

_____ **Date** _____
Provider Signature Joelene Berwick **Date** 2015

Please e-mail completed contract. If you have any questions feel free to contact us. Thank you for your business.

Pics for Kics Photo Booth 563 NE 200, Knob Noster, MO 65336

660-238-8855ph

<http://www.photographybyjoelene.com/>