

Picture Me Beautiful Photo Booth Contract

Welcome to Picture Me Beautiful Photo Booth Company. It will be our pleasure to take care of your entertainment needs. We strive to make your event exciting and memorable.

Photo booth rental terms and conditions

These terms and conditions are made effective for all purposes in all respects as of June 20th 2019 by and between the "Picture Me Beautiful" hereinafter referred to as the "COMPANY" and the inquirer of services, hereinafter referred to as the "CLIENT" relating to any event(s) booked through the Booking Forms located on the COMPANY's website or any other booking hereinafter referred to as the "EVENT(s)". By initialing each page and signing contract indicates that Client has read, understands and agrees with all content.

(1) Parties

This agreement is made this _____ day of _____, 20____ between _____ d/b/a Picture Me Beautiful, which shall be denoted hereafter in this agreement as the "COMPANY" and _____ who shall be denoted hereafter as the "CLIENT"

2-AGREEMENT: These Terms and Conditions set forth below contain the entire understanding between the COMPANY and the CLIENT. It supersedes all prior and simultaneous Contracts written and/or verbal or Terms and Conditions between the parties. The only way to add or change these Terms and Conditions is to do so in writing, reviewed and signed by all parties in the form of a new Contract. In the event that any part of these Terms and Conditions shall be invalid or unenforceable, the remainder of these Terms and Conditions shall remain valid and enforceable. Any agreement to waive one or more provisions of the Terms and Conditions or any failure by one or both parties to enforce a provision of these Terms and Conditions shall not constitute a waiver of any other portion or provisions of these Terms and Conditions.

3-RESERVATION: An electronically submitted Booking Form and retainer fee are required to reserve the dates and times of the EVENT(S). If the EVENT(S) are rescheduled, postponed, or cancelled; or if there is a breach of Terms and Conditions by the CLIENT, the retainer fee is non-refundable and shall be liquidated damages to the COMPANY. The CLIENT shall also be responsible for payment for any of the COMPANY's materials charges incurred up to the time of cancellation. The deposit for CLIENT shall be \$_____ which is due at the execution of this contract, which will occur on _____ from _____ to _____.

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4-CHANGE IN EVENT DATE: If subsequent to these Terms and Conditions the CLIENT reschedules the date of the EVENT(S), unless the parties agree otherwise, the charge and change in the deposit shall be set by the parties as that occurs. The COMPANY will make the best efforts to accommodate CLIENT and provide its services on the changes date. If the photographer is not available on the new date, the COMPANY shall be entitled to keep the retainer and neither party shall have any further liability or obligation under these terms and Conditions. If CLIENT reschedules the event, and the new date is in the following year, any new pricing in effect at that time shall apply.

5-CANCELLATION: If the CLIENT shall cancel these Terms and Conditions thirty (30) or more calendar days before the event date any deposit paid to the COMPANY shall be refunded in full. If CLIENT shall cancel within thirty (30) days of the event date, the deposit will be kept by the COMPANY.

6-SUBSTITUTION: The COMPANY may substitute another photographer to take the photographs in the event of a photographers illness or of any scheduling conflicts. In the event if such substitution, the COMPANY warrants that the photographer taking the photographs will be a competent professional. The COMPANY understands that when a situation such as this may arise, the client may choose to cancel the photo booth and be refunded the retainer.

7-DAMAGES: Any and all damage that may have occurred with the use of the COMPANY must be reported to the COMPANY within 24 hours post EVENT as a result of,

- A) The actions of the photographer or photo booth harming the property or people at your event or
- B) Which were incurred by COMPANY to it's equipment or personnel when at the event by reason of conditions at or other people at the event site.

CLIENT is responsible for damage(s) or loss of the COMPANY'S equipment due to negligence by CLIENT or CLIENT quests.

FEES AND PRICING

Package \$ _____ Tax \$ _____ Extras _____

Deposit due _____

Remainder of balance due _____

8-SERVICE FEE: The service fee encompasses only those items included in the list of services located in the invoice sent by the COMPANY to the CLIENT. The service fee does not include applicable state sales tax. The COMPANY will be under no duty to preform it's obligations under these Terms and Conditions until such a time as CLIENT has paid the service fee in full. Making payments upon these Terms and Conditions solidifies these Terms and Conditions.

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9-DEPOSITS AND PAYMENTS: The Client shall make a deposit equal to 50% of the invoice total in order to retain the COMPANY to preform the services specified herein and in the Terms and Conditions. At such a time as this order is completed, the deposit shall be applied to reduce the total cost and CLIENT shall pay the balance due. The balance shall be paid in full at least four (4) weeks before the EVENT(S) for the service to be provided. If the EVENT(S) has been booked within four (4) weeks of the EVENT(S) date, full payment shall be required between the booking date and the event date.

10-PAYMENT SCHEDULE: The aforementioned non-refundable deposit fee equal to 50% of the invoice total, or full payment, is due at the time of receiving a custom invoice from the COMPANY. IF the non-refundable fee or full payment is not made, the COMPANY will not complete the booking as outlined in the Terms and Conditions. The remaining balance is payable in full four weeks prior to the EVENT(S). If the EVENT(S) has been booked within four (4) weeks of the event date, payment shall be required in full. In the event the CLIENT fails to remit payment as specified, the COMPANY shall have the right to immediately terminate these terms and Conditions with no further obligation, retain any monies already paid, and not attend the EVENT(S). Returned checks will be accessed a \$50.00 non-sufficient funds fee.

11-PRICING: Services or merchandise not included in these Terms and Conditions will be sold at the current price when the order is placed. All prices are subject to change at any time without notice. Credit vouchers have no intrinsic cash value and may only be applied toward merchandise purchased from the COMPANY. If services or merchandise are added a written addendum will be added to contract to confirm and verify the changes.

12-ADDITIONAL CHARGES: Each photo booth package fee is based on the COMPANY'S pricing policy or promotional package pricing and includes the service described therein. If the fee is not based in a package but a session fee, or other event fee, all work shall be billed in accordance to the COMPANY'S rate of \$250.00 an hour unless otherwise specified.

13-ATTORNEY'S FEES: If any action or other proceeding is brought to enforce any of the terms of these Terms and Conditions, the prevailing party is intitled to recover it's attorney fees. The COMPANY reserves the right to choose the county in which the dispute will be tried, as well as that Colorado Law will be used to interpret the law.

EVENT PROVISIONS AND AGREEMENTS

14-EVENT SCHEDULE: The CLIENT agrees to confirm the schedule one-week prior to the EVENT(S). Notification of any changes in schedule or location must be made in a timely manner and confirmation of receipt must be obtained from the COMPANY by the CLIENT.

15-NUMBER OF PHOTOS: Numbers of guests at the EVENT(S) and their involvement with the COMPANY varies per event. The COMPANY does not guarantee any number of photos for the host. The COMPANY cannot guarantee that photos will be available following the event. We recommend keeping copies given at the event.

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16-INHERENT QUALITIES: The CLIENT is aware that color dyes in photography may fade or discolor over time due to the inherent qualities of dyes as well as DVD or CD or DIGITAL media which may deteriorate due to de-lamination and oxidation, and CLIENT releases the COMPANY from any liability for any claims whatsoever based upon the deterioration due to such inherent qualities.

17-CAPTURE AND DELIVERY: The COMPANY is not liable to deliver every image taken at the EVENT(S). The determination of images delivered to the CLIENT is left to the discretion of the COMPANY.

18-POSTPRODUCTION AND EDITING: The final postproduction and editing styles, effects, and overall look of the images are left to the discretion of the COMPANY.

19-SHOOTING TIME/ ADDITIONS: The CLIENT and the COMPANY agree that cooperation and punctuality are essential to accomplish the goals and wishes of all parties. 1 hour is required to set up Photo booth. Shooting commences at the scheduled start time and ends at the scheduled end time. If the CLIENT does not arrive at the appointed time for the EVENT(S) shooting will commence as close to the scheduled start time and end at the scheduled end time. All additional time beyond the scheduled end time will be collected from the CLIENT before the extra time is allowed. If you would like the COMPANY to arrive earlier the CLIENT will be charged for idle time. Occasionally, operations may need to be interrupted for maintenance for the photo booth (changing paper, cleaning the screen and maintaining the prop table. In addition, 1 (one) hour is required after the conclusion of the service period for take down and removal.

20-EVENT LOCATION AND LOCATION LIMITATIONS: The COMPANY is limited by the rules and guidelines of the location(s) and site management. The CLIENT agrees to accept the technical results of their imposition on the COMPANY. Negotiation with the officials for moderation of guidelines is the CLIENTS responsibility; the COMPANY will offer technical recommendations only. The Rental space for photo booth must be level and solid. Ramped access with a grade level of less than 10% to this space is necessary due to the size of the photo booth. Photo booth cannot be carried upstairs, across dirt, gravel, or grass. It is the CLIENTS responsibility to assure access is possible. Photo booth may be placed in an exterior location provided it is protected completely from the weather. IF CLIENT does not arrange for COMPANY to fit into location, to ensure access, COMPANY will make every attempt to place photo booth in an alternative location. IF CLIENT is not satisfied with COMPANY'S choice of location and CLIENT did not meet the terms set within this contract CLIENT will forfeit all payments received. CLIENT is responsible for providing power for the photo booth. (110V, 15 amps, 3 prong outlet within 10 feet of the desired set up area). All electrical must adhere to contemporary safety standards. Area must be free of all hazardous material and items. Once the photo booth has been set up it cannot be moved. Children must be supervised at all times to avoid injury. Client is responsible for table linens or accessories that coordinate with color schemes. Client accepts full responsibility and is liable for any damages, injuries, or delays that occur as a result of failure to comply with these provisions.

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21-RESPONSIBILITIES: The Company is not responsible for compromised coverage due to causes beyond the control of the COMPANY including but not limited to obtrusive guests, lateness of the CLIENT or guests, weather conditions, schedule complications, incorrect addresses provided to the COMPANY, rendering of decorations, or restrictions of the locations. The company is not responsible for background or lighting conditions which may negatively impact or restrict the photo coverage. The Company is not held liable for missed coverage of any part of the EVENT(S). The COMPANY will not be held accountable for failure to deliver images of any individuals or any objects at the EVENT(S).

22-PARKING: CLIENT agrees to provide parking for COMPANY vehicle or trailer while in EVENT(S) attendance within reasonable distance of the EVENT(S) location. CLIENT will cover parking expenses if any are incurred.

23-AUTHORIZATIONS: CLIENT shall be obligated to obtain any and all necessary authorization from the property owner/ representative of the location(s) where the COMPANY will be providing its services under these Terms and Conditions.

LIMITATIONS OF LIABILITY

24-LIMIT OF LIABILITY: The COMPANY liability to CLIENT for any claim for damages, reimbursement or loss suffered, relating to or in any way arising out of the COMPANY performance under these Terms and Conditions, is solely limited to a refund of the Service Fee. Because an event is an uncontrollable event, the COMPANY cannot guarantee delivery of any specifically requested image(s). Client further recognizes and agrees that an entire event cannot be replicated, reenacted or repeated for the purpose of a re-shoot, and that the COMPANY has no obligation under these Terms and Conditions to do so.

25-INAPPROPRIATE BEHAVIOR BY GUESTS: If at any point during the event the COMPANY attendant feels unsafe or is sexually harrassed by an event guest or guests then the COMPANY attendant can immediately end the services and leave. If a guest or guests are rude, the attendant will notify CLIENT or CLIENT representative and if the rude behavior doesn't stop then the COMPANY attendant will end the services and leave. The CLIENT understands that in these events the CLIENT will receive no partial or full refund. The COMPANY reserves the right to terminate coverage and leave the location of the EVENT(S) if the photographer from the COMPANY experiences inappropriate, threatening, hostile, or offensive behavior from the person(s) at the EVENT(S); or in the event that the safety of the COMPANY is in question.

26-MAJOR FORCES: In the unlikely event that the assigned photographer from the COMPANY is unable to perform to the guidelines of these Terms and Conditions due to an injury, illness, act of God, act of terrorism, or other cause beyond the control of the COMPANY, the COMPANY will make every effort to secure a replacement. If the situation should occur and a suitable replacement is not found, responsibility and liability is limited to the return of all payments received for the EVENT(S).

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In the unlikely event that digital files have been lost, stolen, or destroyed for reasons beyond the COMPANY'S control, including but not limited to camera, hard drive, or equipment malfunction, the COMPANY liability is limited to the partial refund of monies received for the EVENT(S). The limit of liability for a partial loss of originals shall be a prorated amount of the exposures lost based on the percentage of total number of originals. The COMPANY is not liable for the loss if images beyond the lesser of the final delivery of all products included in the package.

27-INDEMNIFICATION : CLIENT covenants and agrees to indemnify and hold the COMPANY harmless of all claims, demands, actions or damage of any kind and description, including reasonable attorney fees and all other costs and expenses necessarily incurred, which may accrue to, or be suffered by CLIENT as a result if a third party's act and/ or omission and not as a result of the COMPANY act and/ or omission, including but not limited to the following occurrences: photographic materials being damaged in processing, loss of photographic materials being due to camera malfunction, loss of photographic materials in the mail, and photographic materials being stolen while outside of the control of the COMPANY.

28-PERMITS: The CLIENT is responsible for acquiring all permits and necessary permission for locations in which the COMPANY will be performing services. If COMPANY cannot preform due to Permit or permission issues the client will forfeit the deposit and possibly all of the event monies.

29-FILM AND COPYRIGHTS: The COMPANY grants the CLIENT permission to share the images on social networking websites, with family and friends, as long as the images remain unaltered and textual credit is explicitly given to the COMPANY. The CLIENT must obtain written permission from the COMPANY prior to publishing or selling the photographs.

30-REPRODUCTION POLICY: The CLIENT shall obtain a "thumb drive" for personal use only, and shall not sell said images. If CLIENT is obtaining a print or image for newspaper announcement of a wedding, editorial use, or website, the COMPANY authorizes the CLIENT to reproduce the print in this manner. In such event, CLIENT shall run a visible credit for the COMPANY adjacent to the photographs.

31-MODEL RELEASE: The CLIENT hereby assigns the COMPANY the irrevocable and unrestricted right to use and publish photographs of the CLIENT, guests of the CLIENT, event attendees of the CLIENT, or in which the CLIENT may be included, for editorial, trade, advertising, educational, and any purpose and in any manner and medium; to alter the same without restriction; and to copyright the same without restriction. The CLIENT will also assume responsibility for informing event guests and attendees if this model release information. The CLIENT is responsible for communicating to event guests and attendees the fact that images from the event will be published in an album on the COMPANY'S website.

32-COPYRIGHT: All photographs created by the COMPANY are copyright protected. It is a violation of FEDERAL COPYRIGHT LAW to copy, scan, or allow photographs to be reprinted, duplicated, digitally reproduced, copied, scanned, or altered (digitally or otherwise), without the COMPANY express written permission. Any and all rights to proofs, final or sample prints for purposes of advertising, display, stock,

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use in photography contests, or for any other reasonable purpose without notification of, release by, or compensation to CLIENT. Photos are for personal use only.

EXCLUSIVITY

33-EXCLUSIVITY: By agreeing to these Terms and Conditions, CLIENT agrees that the COMPANY is the exclusive professional photo booth provider for the EVENT(S). No additional professional photos booths may be employed by CLIENT, their agents, or representatives without the COMPANY'S prior express written consent.

GENERAL PROVISIONS:

34-SUCCESSORS AND ASSIGNS: The Terms and Conditions shall be binding in and insure to the benefit of the successors and assigns of the parties.

35-MISSELLANY: These Terms and Conditions and the associated Booking Forms and Invoice incorporates the entire understanding of the parties. Any modifications if the Terms and Conditions must be in writing and signed by both parties in the form of a new Contract. Any waiver of a breach or default of either the same provision or any other provision of these Terms and Conditions.

SAFETY IS PARAMOUNT IN ALL DECISIONS, PICTURE ME BEAUTIFUL COMPENSATION WILL NOT BE EFFECTED IF OPERATION IS ENDED.

CLIENT signature _____

Date _____

COMPANY signature _____

Date _____