



## EVENT SERVICE CONTRACT

### CLIENT INFORMATION

Name (First + Last):

Company Name (if a corporate event):

Full Address:

Phone:

E-mail:

### EVENT DETAILS

Date of Event:

Type of Event:

Start Time:

End Time:

Venue Name:

Full Venue Address:

Primary Contact for Venue:

Phone:

E-mail:

Will a vendor meal be provided for the photobooth technician?

### ADDITIONAL CONTACTS

Additional Contact (bridesmaid, friend, spouse, etc.):

Phone:

E-mail:

## **EVENT AGREEMENT TERMS AND CONDITIONS**

The person(s) whose signature(s) appear on this contract, known as "Client," agree that Smile AZ Photobooth 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, Smile AZ Photobooth 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 such as maintenance, printer loading, adjustments, etc.

### **RETAINER AND PAYMENT**

A non-refundable retainer in the amount of \$100 is due upon signing of contract. The remaining balance is due 7 days before the Client's Event. Acceptable forms of payment include cash, check, Zelle (Rodolfo Pimentel: 562-965-0792), and Venmo (@Rudy-Pimentel2). Client is liable for any overage in time at the cost of \$100/hr., which will be billed in half hour increments. Client agrees that in addition to any and all other legal rights and remedies Smile AZ Photobooth 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 thirty (30) 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, deposit shall be forfeited and no photobooth services will be provided. Any cancellation occurring less than thirty days prior to the event date shall forfeit all payments received.

### **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 9 feet by 9 feet. 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). If no power outlet is available, Smile AZ Photobooth can provide a small portable generator for a rental fee of \$75, arrangements for rental of this generator must be made at least 7 days prior to client's event.

### **WIFI ACCESS**

Smile AZ Photobooth social media packages requires Client to provide or guarantee a venue Internet connection of at least (1MB). Company is not responsible for insufficient social media features below the required Internet speed. In the event that Wi-Fi service is not available at your venue, all your content will be queued and stored securely until a Wi-Fi connection becomes accessible. As soon as Wi-Fi is established, your digital files will be delivered to your guests devices.

## **ONLINE GALLERY**

Upon receiving downloadable link for high-resolution files, Client accepts all responsibility for archiving and protecting the photographs. Smile AZ Photobooth 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**

Smile AZ Photobooth will design a printout based on material supplied by Client, including logos, fonts, monograms, and ideas. Smile AZ Photobooth will provide a draft and one revision, additional revisions will be billed to Client at (\$50) an hour.

## **MODEL RELEASE**

Smile AZ Photobooth 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 Smile AZ Photobooth 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 principal place of business at the time of the execution of this Agreement.

**DAMAGE TO PROVIDER'S EQUIPMENT**

Client acknowledges that client shall be financially liable for any accidental damage to the provider's equipment. The client is responsible for loss or damage to the provider's equipment caused by: a) any misuse of the provider's equipment by the client or its guests or b) any theft or disaster, (including but not limited to rain, fire or flood, etc.), c) any damage caused by the client requesting the booth to be set up outside without a covering, d) any vandalism to provider's equipment. A \$50 fee will be billed to the client if the photo booth setup was moved by the client or guests during the event.

**ALL SALES ARE FINAL.**

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

**EVENT TOTAL:**

**DEPOSIT COLLECTED:**

**DATE:**

**REMAINING BALANCE:**

**DATE DUE:**

**CLIENT'S NAME:**

**PHOTOBOOTH REPRESENTATIVE PRINTED NAME:**

**CLIENT'S SIGNATURE:**

**PHOTOBOOTH REPRESENTATIVE SIGNATURE:**

**DATE:**

**DATE:**