

BAY AREA PHOTO BOOTH

“A DIVISION OF CALIFORNIA DISC JOCKEY”

PHOTO BOOTH RENTAL

ALL OCCASIONS

TOUCH SCREEN

www.bayareaphotobooth.net

574 Hensley Ave,
San Bruno, CA 94066.

Booking: 1-800-568-0443

URL: www.bayareaphotobooth.net
Email: bayareaphotobooth@gmail.com
1-415-350-5474
1-510-659-8495

PHOTO BOOTHS - SERVICE CONTRACT

The following contract and its terms will set forth an agreement between Bay Area Photo Booth (Provider) _____
And Name: _____

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: _ Times: ___:00 PM to ___:00 PM_ **on** _____
Provider agrees to have a Photo Booth operational for a minimum of 80% during this period; occasionally, operations may need to be interrupted for maintenance of the Photo Booth.

Event taking place at: event location address: _____, California _____
Full address needed.

PAYMENT

A non-refundable deposit 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.

If the operator uses the equipment for a time period in excess of the service period agreed to in the invoice below, the coverage in rental time will be billed to the operator at the following rates: \$125 per hour

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 \$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. (8' deep x 6' wide x 6' high). Client is responsible for providing power for the Photo Booth. (110V, 10 amps, 3 prong outlet). Also client to Provide 2 draped 6ft or 8 ft tables.

CANCELLATIONS

Cancellations must be made in writing and postmarked at least 120 days in advance of event date. By signing this contract and canceling before the 120 days you are entering into a legal binding agreement and agree to pay the full payment for the event (including any additional rentals).

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 Photo Booth 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.

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 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 Fun 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.

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. If the printer fails to print out photos on site the Client shall be refunded a prorated amount based on the amount of service received. 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. An additional \$100 will be charged if we carry equipment up any stairs.

The final payment " must be paid in full 2 weeks before the event " shall be in cash, money order, or company check. (No personal checks for last payment, thank you.)

Cancellations must be made in writing and postmarked at least 120 days in advance of event date. By signing this contract and canceling you are entering into a legal binding agreement and agree to pay the full payment for the event (including any additional rentals).

It will be understood that if for any reason the photo booth assistant feels endangered the event will be stopped and full payment will still be owed.

The fee for Photo Booth service shall be \$550

* The Reservation fee (deposit) shall be \$ 275

NOTE (Without Reservation fee date can't be guaranteed to be opened).

* Please copy (for own records), sign and return original with deposit. to Chris Webb, 574 Hensley Ave, San Bruno, CA 94066..

* If deposit is by check: PLEASE MAKE PAYABLE TO: **Tunes R Us**

* Contract must be signed and returned with deposit before / /
(if there are any questions please call 1-800-568-0443).

SIGNATURE

DATE

Chris Webb

Chris Webb

DATE