PHOTO FRAME L.A. PHOTO BOOTH Contract & Service Invoice

***Email: photoframela@gmail.com Web Site: www.photoframela.com***

*The following contract and its terms will set forth an agreement between* ***PhotoFrame L.A. Photo booth*** *(Provider)*

*and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* ***(The Client/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 [**TIME**]: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on [**DATE**] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Provider agrees to have a photo booth operational for a minimum of 70% during this period; occasionally, operations may need to be interrupted for maintenance of the photo booth.

 ***\_\_\_\_\_\_\_Initials***

**PAYMENT**

**A non-refundable deposit in the amount of $50** is due upon signing of this contract. **The remaining amount is due the upon arrival of the Client's Event**. If the client uses the equipment for a time period in excess of the service period agreed

to in the invoice on page two, the overage in rental time will be paid for at the end of the client's event at the following rate of $\_\_\_\_\_ per hour.

***\_\_\_\_\_\_\_Initials***

**PARKING, ACCESS, SPACE & POWER FOR PHOTO BOOTH**

**Client agrees to provide secure parking spaces for photobooth vehicle. If there is no free parking client must pay parking fee.**

Client will arrange for an appropriate space for the photo booth at event's venue. The Provider’s photo booth requires a space 5’ deep x 10’ wide x 10’ tall). Client is responsible for providing power for the Photo Booth. (110V, 10 amps, 3 prong outlet).

***\_\_\_\_\_\_\_Initials***

**DATE CHANGES & CANCELLATIONS**

**Any request for a date change must be made at least 5 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 deposit shall be forfeited and event cancelled. Any cancellation occurring less than 5 days prior to the event date shall forfeit all payments received. Any cancellation occurring more than 5 days prior to the event date shall forfeit the non-refundable deposit amount of $50.

***\_\_\_\_\_\_\_Initials***

**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 or theft of the Provider's Equipment by Client or its guests;** B) If there is a natural disaster including strong winds but not limited to fire or flood, power outage, venue’s equipment failure, natural disaster, riot and accidents the provider will be obligated to void remainder of services and full payment is still due. Outside temperatures may affect equipment please be mindful of direct sunlight locations. Setup should be on a flat service, no grass, covered from the elements, sun, heat, rain etc.…

***\_\_\_\_\_\_\_Initials***

**MODEL RELEASE OPTION**

**We realize some clients want the photos from their event to remain private. 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 **PhotoFrame L.A:** 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 *PhotoFrame L.A. Photo Booth*, 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 invasion of privacy.

***\_\_\_\_\_\_\_\_Initials***

**Seal The Deal**

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 70% 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 provide a dropbox to the client where their guests can log on and order prints free of charge with free shipping as well as the ability to download the digital files for their own use. Provider is not responsible for any consequential damages or lost opportunities upon breach of this agreement.

|  |  |
| --- | --- |
|  |  ***\_\_\_\_\_\_\_\_\_\_\_Initials*** |
|  |  |

PHOTO FRAME L.A. PHOTO BOOTH Contract & Service Invoice

|  |  |  |
| --- | --- | --- |
| *Client Name:* | *Phone:* |  |
|  |  |  |
| *Date of Event:* | *Start Time:* | *End Time:* |
|  |  |  |
| *Name of Venue:* | *Venue Address:* |  |
|  |  |  |
| *Venue Contact Person:* | *Phone:* |  |
|  |  |  |

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  |  |  |  |  | *Selected Extras:* |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  | *Sequence Backdrops* | *$5.00* |  |
|  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  | *Custom Professional Template* | *$25.00* |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  | *Picture Scrap Book* | *$30.00* |  |
|  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  | *Custom Props* | *$* |  |
|  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  | *Additional (50) Prints* | *$50.00* |  |
|  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  | *Insurance (Optional)* | *$150.00* |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  | *Mileage* | *$* |  |
|  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  | *Venue Parking* | *$* |  |
|  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  | *Packages:* |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
| *Special Instructions:* |  |  |  |  |  |  |  |  |



|  |  |
| --- | --- |
|  |  |
| *Subtotal:* | *Date Deposit Paid:* |
|  |  |
|  | *Date Balance Due:* |
|  |  |
| *Total Due:* | *Method of Payment:* |
|  |  |

*Photo Booth will not be delivered until the balance is paid in full and this contract is completed, signed and returned. NOTICE OF COPYRIGHT: It is ILLEGAL to copy or reproduce these photographs for commercial gain without Provider's permission, and violators of this Federal law will be subject to its civil and criminal penalties. Limited release is granted for personal use ONLY.*

***The terms of this agreement (Pages 1 & 2) are accepted by:***

***Client Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***

*Providers Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­­­­­Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_*