

Photobug Photo Booth, LLC Service Contract
Please make payment payable to Joni Preston
Photobug Photo Booth
5300 Harper Rd Holt, MI 48842

The following contract and terms will set forth an agreement between Photobug Photo Booth, LLC (Provider) and (Client) for photo booth services at an event location agreed upon in contract. This written contract sets the full intention of both parties and supersedes all other written and/or oral agreements between the parties.

SERVICE PERIOD

A representative of Photobug Photo Booth, LLC will arrive approximately 1 hour before the service period begins for setup. If client would like us to arrive earlier the time must be agreed upon by both parties. Provider agrees to have a Photobug Photo Booth operational for a minimum of 90% during this period; occasionally, operations may need to be interrupted for maintenance of the photo booth (changing photo paper, adjusting camera, adjusting printer, etc). In the event of prolonged maintenance of photo booth, Provider agrees to extend the service period as necessary to make up for the time lost or to apply a prorated refund to the Client.

PAYMENT

A non-refundable deposit of \$250 is due upon signing of this contract. The remaining amount is due in full thirty days (30) prior to event. If payment is received after this date, client may be subject to a 10% late penalty fee. If payment is not received 15 days prior to your event the services by Photobug Photo Booth, LLC will not be rendered and all payments received will be forfeited, unless other arrangements have been made. We do not secure your date on our calendar until the deposit is received. If the rental time period exceeds the service period agreed to in this contract at the request of the Client, the overage in rental time will be billed to the Client at the hourly rate of \$75 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 \$25.00 fee for any and all returned checks.

ACCESS, SPACE & POWER FOR PHOTO BOOTH

Client will arrange for an appropriate space for the photo booth at venue. The photo booth requires a space 8' x 8' x 8'. Client is responsible for ensuring power is available for the photo booth (110V, 5 amps, 3 prong outlet). If Provider is to supply props and/or scrapbook and supplies Client agrees to provide ample space and table necessary for doing so.

Outdoor Events

If photo booth is to be used in an outdoor setting prior arrangements must be made with Provider. Client is responsible for ensuring that the photo booth is under protective covering and level ground. In the event Client can't or does not provide appropriate cover photo booth services will end if inclement weather occurs. In the event that services end early due to inclement weather during an outdoor event Client will not receive a refund in part or in full.

DATE CHANGES AND CANCELLATIONS

Any request for a date change must be made thirty (30) days in advance of the original event date. Change is subject to availability of Photo Booth by provider and receipt of a new service contract. A fee of fifty dollars (\$50) will be assessed for any date change. If in the event the new date cannot be accommodated all deposits and payments received shall be forfeited. Provider promises to make all reasonable attempts at date changes.

SERVICE DISCONTINUATION

Provider reserves the right to discontinue services at any such time during the event that the photo booth attendant or Provider feels that the integrity or safety of the Provider and/or Providers equipment is compromised. In the event services are discontinued Client will not receive a refund in part or in full unless other arrangements have been made.

DAMAGE TO PROVIDER'S EQUIPMENT

Client acknowledges responsibility 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 destruction of equipment including but not limited to props, camera, computer and printer.

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.

VIRTUAL BACKGROUNDS

Photobug utilizes green screen technology for our background images. The successful use of this feature depends on venue conditions including but not limited to lighting, etc. In the event the photo booth attendant determines the quality of the photos being taken do not meet our high standards, the use of the green screen will be immediately discontinued and a classic black velvet background will be used. This is to ensure the highest quality photo booth experience for our clients and their guests.

MODEL RELEASE

Client hereby grants Photobug Photo Booth, LLC 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 Client hereby agrees to release, discharge and to save harmless Photobug Photo Booth, LLC 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 enforceable 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 Provider will be allowed to give a web site to the client where there 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 or provide all photos to the client within 1 week of the original service date.

Please sign and date contract and return with the attached event agreement signed and filled out as completely as possible.

Signature _____ Date _____

Please keep a copy of the above contract for your records

Photo Booth Rental Event Details

Please fill out completely and return with deposit/payment to:

Payable to Joni Preston
Photobug Photo Booth
5300 Harper Rd. Holt, MI 48842

1. Type of Event (choose one)-

Wedding

Open House

Corporate Event

School Event

Birthday Party Adult 16 +

Birthday Party Child

Other – Please Indicate

2. Client Name(s) *Weddings please indicate both first and last name of bride and groom along with married last name.*

3. Client Contact Information

-Phone

-Alt Phone

-Email

-Mailing Address

3a. Alternate Contact for day of event *Weddings please fill in this information*

-Name

-Phone

4. Event Location and Address-*Please provide a map if necessary or specific details i.e. Ballroom 1 or Upstairs*

5. Event Date

6. Event Time *Indicate time for Photo Booth Services to Start and End*

All packages are consecutive hours! Break up of time will have additional fees added.

**Photobug Photo Booth attendant will arrive approx 1 hour prior to start time for set up.*

7. Event Theme/Colors

- email address for specific colors or logos/art ideas to be emailed photobug.mi@gmail.com

8. Dress Code for Event *i.e Casual or Formal*

-If nothing is indicated our staff will arrive in Photobug Photo Booth attire or use their best judgment based on type of event

9. Virtual Background Options- Choose up to 4 from our website www.photobugrocks.com

10. Special Accommodations

-please indicate if Client requires any special accommodations such as wheelchair access

11. Will a meal be provided for photobooth attendant?

-Yes

-No

12.Package-*See website for details of each package*

(Choose One)

-Ultimate Wedding Package- \$850

-Basic Show Special! \$750 (only during specific time periods)

-School Event K-10 2 Hours \$450

-Prom or other special school function 3 Hours- \$650

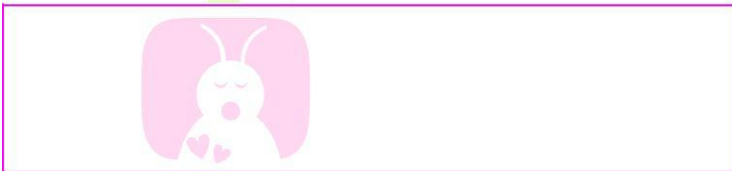
-Birthday Party Adult (16+) \$450

-Birthday Party Child \$350

-Corporate Event \$650

-Fundraiser- *Call for more information*

-Custom Package *(Indicate details in box below)*



Please Sign and Date

_____ **Signature**

_____ **Print Name**

_____ **Date**