

SERVICE CONTRACT

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The following contract and its terms will set forth an agreement between _____ (Provider) and _____ (Client) the parties, for photo booth services for an event taking place on _____ 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 for _____ between the hours of _____ on _____ at _____. Provider will arrive approximately 30 minutes before the service period begins.

RENT

Client has agreed to rent a photo booth for this event for the price of _____; a non-refundable deposit of _____ is required upon submission of the contract. Final payment is due _____ days prior to the event in the amount of _____.

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.

DATECHANGES & CANCELLATIONS

Any request for a date change must be made in writing at least thirty 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 thirty days prior to the event date shall forfeit all payments received.

SPACE

Client will arrange for an appropriate space of _____ for the photo booth at event's venue. Client is responsible for providing power for the photo booth. _____. Client in the event of an outdoor event they are responsible for providing a level area of ground for photo booth and a roof, awning, or canopy for potential inclement weather.

DAMAGES AND INDEMNIFICATION

Client acknowledges that it shall be responsible for any damage or loss to the Provider's Equipment caused by any misuse of the provider's equipment by Client or its guests both invited and uninvited. 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. Client will indemnify provider against any and all liability associated with the use of pictures taken within the Paramount Photo Booths its representatives, employees or affiliates at Client's event.

REFUSAL

Client acknowledges Provider shall have the right to decline service to client's guest (invited or uninvited), for misuse, inappropriate photos or unruly behavior.

SCOPE OF WORK

Provider agrees to provide Client, throughout the duration of the specified time period of contract, the following items:

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OPERATIONS:

1. Provide a fully operational photo booth (including all photos) within the rental agreement for no additional charge or fee. Client is aware that onsite maintenance &/or servicing of the photo booth may be required & acknowledges that, as a result, minor delays &/or interruptions in service may be experienced. However, Provider will seek to fulfill the full duration of time contracted herein even in the event of delays/interruptions.
2. Provide an onsite attendant to monitor the photo booth, assist guests in using the photo booth & perform any necessary maintenance throughout the time of the event.
3. Coordinate set-up & removal of photo booth within designated time frame.

MODEL RELEASE OPTION PLEASE CIRCLE ONE.

YES I agree to the model release below or NO I do not agree. We realize some clients of ours as well as others wish the photos 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 **Provider**. 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 **Provider**, 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.

Signature (Client)

(Date)

(Date)