

The following contract and its terms will set forth a legally binding agreement between Flashbulb Memories, LLC (d.b.a.) Flashbulb Memories Photo Booth (Provider)  
Email: info@flashbulbphotobooth.com  
and \_\_\_\_\_(Client), 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 between \_\_\_\_\_ & \_\_\_\_\_.

Provider agrees to have the 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.). Setup time begins at Providers discretion, generally 1.5 hours prior to booked start time. Should Client require early start or early setup, additional hours will be added to invoice and will need to be paid in full.

### **PAYMENT**

Upon payment of the invoice, Client assumes full responsibility for package/options selected, and any requests to change service or add-on options will require full payment be made in the case of a balance difference. The initial invoice payment is non-refundable. Any additional payment(s) not made as part of the initial payment but made within 60-days of Client's event is also non-refundable.

If Client request's the rental for a time period in excess of the service period agreed to in the invoice, the overage in rental time will be billed to Client at a minimum rate of \$350.00 per hour. Payment for any overage in time must be paid before any images are made available for viewing. Client agrees that in addition to any and all other legal rights and remedies Provider may have, Client will pay a \$75.00 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.

### **PREPARATION (SPACE, POWER, AND ACCESS)**

Client will arrange for an appropriate space for the photo booth at event's venue. A minimum space of (8W X 10'L X 8'H) is suggested; if Client is unable to accommodate space, Client understands that features may be unavailable, including but not limited to: prop setup, social media sharing station, and backdrop size.

Client is also responsible for providing power for the photo booth (standard 120V, 10 amps, 3 prong outlet), as well as any extension cords needed to reach the booth location beyond 25 ft. If Client wishes to use the photo booth outside, due to the nature of our equipment, there must be zero chance of rain or wind and the temperature must be between 50° F– 88° F for the duration of the event. Client also agrees to provide a tent or covered/shaded area with dry, level ground, as Provider's equipment cannot be placed in direct sunlight or on uneven surfaces. If used outdoors, appropriate tent or building coverage is necessary. If weather conditions appear to be unsuitable at any point during the event, Provider will be required to stop all operations and pack up or move equipment with no rain checks, or refunds given to Client.

\_\_\_\_ Initials

### **DATE CHANGE AND CANCELLATIONS**

Any request for a date change must be made in writing (via mail or email) at least sixty days in advance of the original event date. If an alternate date is not selected, any payments received will be issued as a credit

on Client's account to be used within 12 months of the original event date or forfeited. Any date change is subject to photo booth availability and receipt of a new Service Contract. In the event of a price increase on any booked services, Client will be responsible for paying the difference of the amount credited and Provider's then-current rates. Should the newly chosen date be unavailable, Client will be given the option to choose an additional alternate date based on Provider's availability. If the newly chosen or alternate date does not work for either the Client or Provider, any payments received shall be forfeited, and the remaining terms of this agreement may be severed. Any cancellation occurring within sixty days prior to the event date shall forfeit all payments received.

#### **COVID-19 & PANDEMIC PROVISIONS**

In the event of COVID-19 or any other pandemic, the following provisions will apply only if certain conditions are met: 1) There must be an active pandemic as defined by WHO. 2) There must be an active government restriction in place affecting the location & date of the booked event, that makes it impossible to provide service. In the case such conditions exist, Client will be granted one date change per the terms included above, with no minimum notice required. Should the newly selected date be unavailable, Client will be given the option to choose an alternate date. If the newly chosen or alternate date does not work for either the Client or Provider, Client will be issued a refund on any balance paid beyond the initial 50% (except any amounts used for prepaid work including custom graphics, design, print work, taxes paid, administration, employee costs, etc.), and the remaining terms of this agreement may be severed.

#### **PHOTO RELEASE AGREEMENT**

All photos are property of Provider. The commercial use of the photos without proper acknowledgement/permission from Provider is prohibited. Client agrees to, and understands the following: All guest using the photo booth hereby submit to Provider, the right and permission to copyright and use, photographic portraits, pictures and/or video 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, or any other purpose. In addition, I hereby release, discharge and agree to hold harmless 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 liability or invasion of privacy.

#### **DAMAGE TO PROVIDER'S EQUIPMENT**

Client acknowledges that it shall be held completely responsible for any damage or loss to Provider's equipment caused by: a) Any misuse of Provider's equipment by Client or its guest, or b) Any theft or disaster (including but not limited to power surge, 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 picture taken within the photo booth its representatives, employees or affiliates at Client's Event.

#### **MISC 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 severable 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 90% 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 be allowed to give a website to the Client, where guests can log on and download the digital files for their own use. If preferred, prints will be made after the event and then shipped to Client free of charge. 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.

Pandemic,

*By signing this form, I acknowledge that I have read, understand, and accept the terms of this service contract.*

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_