

## ENCORE PHOTO BOOTHS SERVICE CONTRACT

The following contract and its terms will set forth an agreement between Encore Photo Booths (Provider) and \_\_\_\_\_ (the 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 times \_\_\_\_\_ on \_\_\_\_\_. We will arrive approximately 1 hour before the service period begins. If you would like us to arrive earlier you will be charged for idle time (see next page). Provider agrees to have a Encore Photo Booth operational for a minimum of 80% during this period; occasionally, operations may need to be interrupted for maintenance of the Photo Booth (changing photo paper, adjusting camera, adjusting printer, etc).

### PAYMENT

A non-refundable retainer in the amount of \$300 is due upon signing of this contract. The remaining amount is due 10 days prior to your event. If payment is received after this date, client may be subject to a 10% late penalty fee. If payment is received after the date of your event, you are subject to a late penalty fee of 10% of the balance due PER DAY. We accept checks, Visa, Mastercard, American Express and Discover via Google Checkout. 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 the invoice below, the overage in rental time will be billed to the operator at the hourly rate of \$125 per hour, billed in half-hour increments of \$62.50. 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 event's venue. The 2-3 person traditional photo booth requires a space 4 ½' deep x 6 ½' wide x 6 ½' high. The 2-15 person group photo booth requires a space 7' deep x 8' wide by 8' tall. Client is responsible for ensuring power is available for the Photo Booth. (110V, 5 amps, 3 prong outlet).

### DATE CHANGES & 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 retainer shall be forfeited and event cancelled. Any cancellation occurring less than thirty days prior to the event date shall forfeit all payments received.

### 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 Fun 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.**

If neither item is circled we will assume you agree to the model release.

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 Encore 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. In the event Provider is unable to supply a working photo booth for at least 80% 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 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.

**Contact Information**

<b>Billing Contact</b>	
<b>Address</b>	
<b>City, State, Zip</b>	
<b>Type of Event</b>	
<b>Cell Phone Contact</b>	
<b>Email address</b>	

**Venue Information**

<b>Contact</b>	
<b>Company</b>	
<b>Address</b>	
<b>City, State, Zip</b>	
<b>Contact &amp; Phone No.</b>	

Item				Total
	3 Hours	4 Hours	5 Hours	
Color 2-3 Person Traditional Photo Booth	\$895.00	\$995.00	\$1,095.00	
Color 2-15 Person Group Photo Booth	\$895.00	\$995.00	\$1,095.00	
High Resolution Digital Images on CD	No Charge			<b>No Charge</b>
Scrapbook (Includes 12x12 scrapbook, pens & gluesticks)	No Charge			<b>No Charge</b>
Props (For sanitary reasons we use new props for every event. You're welcome to bring your own props if you like.)	\$95.00			
Additional hours (If you want the booth for more than 5 hours)	\$100/hour			
Idle Time (If you want us to arrive more than 1 hour before your rental start time)	\$60/hour			
Double Prints (doesn't apply to photo strips, only full-size 4x6 prints)	\$40/hour			
What text would you like on your print?				
What colors would you like on your print?				
<b>Sub-Total</b>				
<b>Total</b>				
<b>Deposit</b>				
<b>Balance Due 10 Days before event</b>				

CHECKS SHOULD BE MADE PAYABLE TO ENCORE PHOTO BOOTHS

Notes:
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**Signature:** \_\_\_\_\_ **Date** \_\_\_\_\_

*Please mail completed contract with deposit to:*  
**Encore Photo Booths • P.O. Box 564 • Lincoln CA 95648**  
 Web: [www.encorephotobooths.com](http://www.encorephotobooths.com) Email: [chris@go-encore.com](mailto:chris@go-encore.com) Phone: 916.248.8445