



# Contract

## **BIG TIME SELFIES TERMS AND CONDITIONS**

### **DEPOSIT & BALANCE**

Upon execution of this agreement the Client shall pay the deposit set forth on the invoice (“Deposit”) to retain Big Time Selfies to perform the Services specified herein at the designated Event (“Event”). The Remaining Balance Due of the Total Cost shown on the Invoice shall be due and payable according to the Payment Terms on the invoice.

### **CANCELLATION**

Subject to the force majeure provision, if the Client cancels this Agreement any deposit paid to Big Time Selfies shall be forfeited, plus any actual incurred expenses and this Agreement shall be terminated. If Client cancels this Agreement less than 30 business days but more than 14 days before the Event date, Client shall forfeit the entire Deposit plus pay Big Time Selfies 50% of Remaining Balance Due as a reasonable approximation of the costs incurred by Big Time Selfies. If Client cancels the Agreement 14 days or less prior to the Event, client shall be responsible for and pay 100% of Total Cost, including the Remaining Balance Due, to Big Time Selfies, pursuant to the Invoice and this Agreement.

### **DEFAULT**

If the Client refuses to allow Big Time Selfies to provide the Services at the Event, Client shall be in default hereunder, and the entire unpaid Total Cost, plus 3 percent per month interest on the unpaid balance, shall be immediately due and payable. If Remaining Balance Due is paid late, discounts may be retroactively nullified. This section may only be modified in writing or by electronic (e-mail) correspondence.

## ADDITIONAL CHARGES

Client acknowledges that the Total Amount Due is based on information available to Big Time Selfies at the time this Agreement is executed by Client. Client agrees that the final actual charges may vary as the Event date approaches due to add-ons, customizations, and unanticipated travel shall be pre-approved in writing by the parties. Client agrees to pay such actual charges as may be billed to Client no later than fourteen (14) days from the conclusion of the Event. Add-ons and travel rates shall be mutually agreed upon and approved by both Parties in advance.

## COPYRIGHT

Client grants to Big Time Selfies the non-exclusive right to use its trade names, logos, emblems, insignia, or proprietary backdrop art (collectively, the Client "IP") solely in connection with the services provided to Client by Big Time Selfies. Big Time Selfies agrees that all ownership rights in the Client IP will remain with the Client, and that Big Time Selfies will not claim any right, title or interest in and to the Client IP, except the limited right to use in connection with Big Time Selfies' services. In that regard, Client agrees that all backdrop art created by Big Time Selfies, exclusive of any artwork, logos or emblems supplied by Client, shall be the sole property of Big Time Selfies. Client acknowledges that Big Time Selfies, as the creative originator of the images, owns the copyright in all images created at the Event. However, Client is hereby granted an exclusive, limited, non-transferable license to upload all images in their original form to online galleries including social media websites for Client's promotional use. In addition, if Client desires to create derivative works or repurpose images for advertising in any media, then Client shall pay additional compensation to Big Time Selfies based upon the value and extent of such use. Client acknowledges and agrees that all images obtained by Client are for promotion uses only.

## USE OF IMAGES

Client acknowledges and agrees that all images obtained by Client are for promotional uses only. Client is granted permission to upload images in their original form to online galleries including social media websites for promotional use. Client is not authorized to create derivative works or repurpose images for advertising in any media. However, if such permission is granted, Client shall insure that credit for images is given to "Big Time Selfies." and placed on or adjacent to the photograph in any publication or reproduction of the image. Big Time Selfies shall only make reproductions for the Client or for Big Time Selfies' portfolio, as samples, for self-promotions, for editorial use, or for display within or on Big Time Selfies' website and/or any of Big Time Selfies' sister websites. If Big Time Selfies desires to make other uses of any images, Big Time Selfies shall first obtain the written permission of Client.

## DISTRIBUTION

Client acknowledges and understands that Big Time Selfies will make every effort to distribute the Content requested by Client's agents, customers or guests (hereinafter "PATRONS") to the email address, Facebook account, Twitter account and or mobile number the PATRON designates during the request process. Client further acknowledges that Big Time Selfies may not be able to deliver the Content to the designated email address, Facebook account, Twitter account and or mobile number due to incompatibility, the lack of WIFI and/or Internet access, or other elements not within the control of Big Time Selfies. Big Time Selfies will make every reasonable effort to provide client with deliverables at the earliest possible time.

## DISTRIBUTION COMPLIANCE

Big Time Selfies complies with all state and federal requirements for distribution of content on the internet and cellular networks. In those instances, where Client or Client's Patrons utilize Big Time Selfies equipment to transmit images or content over the internet or a cellular network, Big Time Selfies requires that Client and its Patrons deliver that content in compliance with all federal laws regarding email, SMS, and social media marketing. Client shall be responsible for Client's and/or its PATRONS' compliance with any state or federal laws regarding distribution of unsolicited data, including compliance with the CAN-SPAM Act. In accordance with the agreement of the Parties, if web hosting is requested, Client acknowledges and agrees that Big Time Selfies shall have no liability, in contract or tort, for any unauthorized access to, or distribution of, the images on Big Time Selfies' website to any third party.

## FORCE MAJEURE

If Big Time Selfies cannot perform this Agreement due to any natural calamity, strike, act of God, or other cause beyond the control of the Parties which, in Big Time Selfies' sole discretion, prevents Big Time Selfies from performing its obligations under this Agreement, then Big Time Selfies shall perform the contracted services on another date to be mutually agreed upon, or return the deposit to the Client. In such event, Big Time Selfies shall have no further liability with respect to the Agreement. This limitation on liability shall also apply in the event that photographic materials, including images, are damaged in processing, lost through camera malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of Big Time Selfies.

In the event Big Time Selfies fails to perform for any other reason, Big Time Selfies' maximum liability for any and all damages, of every kind and nature, shall be limited to the Total Cost of the Agreement as set forth above.

## ASSIGNMENT OR SUBSTITUTION

In the event of extraordinary circumstances, Big Time Selfies may assign or substitute another company or individual to take the photographs or perform the services of this Agreement. In the event of such assignment or substitution, Big Time Selfies warrants that the company or individual performing such services shall be a competent professional equally capable, proficient and skilled as Big Time Selfies.

## DISPUTE RESOLUTION

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration and judgment on the award rendered may be entered in any court having jurisdiction thereof in Erath County, Texas. In the event of arbitration or litigation, the arbitrator or court may award the prevailing party its reasonable attorney's fees and costs. Notwithstanding the foregoing, before resorting to arbitration, litigation or some other dispute resolution procedure either party may require the other party to first mediate the dispute when the disputed amount is for a sum less than \$5,000.00. In mediation, each Party shall pay half of the mediator's fees and costs.

## OPERATING CONDITIONS

Big Time Selfies requires a minimum of 15 amp / 120V power at the Event site that is accessible within 20 feet from where Big Time Selfies is to provide its Services. Client assumes responsibility for providing electric power at the Service site. Power generators may be used; provided, however, that the Client shall be responsible for any damage to Big Time Selfies equipment from the use or operation of any power source not directly connected to the local power grid or that does not provide 15 amp / 120V power. Ideal operating conditions are indoors, between 60 degrees F and 80 degrees F, and in a dry environment. Big Time Selfies provides a local area network (LAN) for a guaranteed connection to our email stations. For immediate image distribution a hardline Ethernet connection or Wi-Fi connection to the internet is required. Client is requested to provide the Ethernet cable and a contact from the venue IT department to ensure functionality. Client provided Wi-Fi, including USB and Wireless Hot Spots are not supported. Big Time Selfies equipment may operate in conditions beyond these parameters, but due to hardware limitations, Big Time Selfies cannot guarantee continuous functionality outside of the aforementioned environment.

## MISCELLANEOUS

This Agreement incorporates the entire understanding of the parties. Any modifications of this Agreement must be in writing and signed by both parties. Any waiver of a breach or default hereunder shall not be deemed a waiver of a subsequent breach or default of either the same provision or any other provision of this Agreement. This Agreement shall be governed by the laws of the State of Texas without regard to any state's conflict of laws provision.

Final approval on all art services not received within 8 business days of the event date may be subject to additional rush service fees.

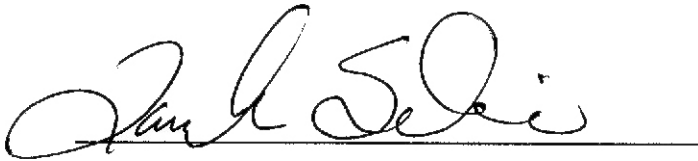
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To indicate your acceptance of this contract, please sign and return this page (scan or take picture of) to [events@bigtimeselfies.com](mailto:events@bigtimeselfies.com)

Event Date & Time \_\_\_\_\_

Number of Hours \_\_\_\_\_

Event Name \_\_\_\_\_



Tamarah Schirm

Big Time Selfies Representative

\_\_\_\_\_

\_\_\_\_\_

Client Signature

Date

\_\_\_\_\_

Print Client Name