

FREEZE FRAME PHOTO BOOTH CONTRACT

The following contract and its terms will set forth an agreement between Freeze Frame Photo Booth (Provider) and _____ (Client) 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 [DATE] _____. Provider agrees to have a Freeze Frame Photo Booth operational for a minimum of 80% during this period; occasionally, operations may need to be interrupted for maintenance of the Photo Booth. Provider will arrive a minimum of 45 minutes before the above time.

PAYMENT

A non-refundable reservation fee in the amount of \$125.00 is due upon signing of this contract. The remaining amount is due prior to the start of Client's Event. If the operator uses the equipment for a time period in excess of the service period agreed to in the invoice below, the overage in rental time will be billed to the operator at the following rates: \$100 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 \$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.

TABLES, ACCESS, SPACE & POWER FOR PHOTO BOOTH

Client will arrange for an appropriate space and access for the Photo Booth at event's venue along with a 6 ft table for scrapbook assembly (if contracted). Photo booth requires 10x10 total space. If the booth is placed outdoors client shall provide overhead shelter for the photo booth and sufficient protection from the elements. Client is responsible for providing power for the photo booth (110V, 15 amps, 3 prong standard outlet) within 15 feet from our designated area. Provider reserves the right, in good faith, to cease the operation should the weather pose a potential danger to our personnel, the equipment, or guests. Since safety is paramount in all decisions, Provider's compensation will not be affected if operation is ended.

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 non-refundable reservation fee shall be forfeited, and event cancelled. If event is cancelled for any reason, the non-refundable reservation fee is forfeited.

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 Freeze Frame Photo Booth its representatives, employees or affiliates at Client's event.

MODEL RELEASE OPTION Client agrees to and understands the following: All guests using the photo booth hereby given to **Freeze Frame Photo Booth** 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 Freeze Frame Photo Booth, 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. If you do not agree circle no: NO

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 their guests can log onto and download prints free of charge for their own use. 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.

Client Contact Information

Name	
Company (Optional)	
Address	
City, State, Zip	
Type of Event	
Telephone/Cell Numbers	
E-mail address	
Other contact	

Venue Information

Name	
Address	
City, State, Zip	
Contact & Phone No.	

Other Information

Which layout did you want?: Strips (2x6) _____ Postcard (4x6) _____
What do you want your photos to say?
What are the colors/theme of the event?
What color backdrop would you like? (see sheet attached below)
If a wedding, is the ceremony & reception at the same venue? If yes, will they be in the same room? Do any idle hours need to be applied? (if the booth needs be set up before the ceremony begins)
What time do you want the photo booth set up ready to go?
Do you plan on the photo booth being set up inside or outside? (Client must have an indoor space available if weather conditions will damage the equipment)
How'd you hear about us?

Item	Cost	Qty	Total
Photo booth rental includes: * Modern Open Photo Booth * Unlimited on-site prints (everyone in each session gets a printed photo!) * Prop Chest * Professional booth attendant(s) * Unlimited session during your event * Choice of photo layout (strips or postcard) * Choice of backdrop color * Choice of black & white or color prints * Private online gallery with free downloads * Custom graphic for your photos * Free delivery up to 40 miles (80 miles round trip) * Set up & breakdown of booth	\$125 per hour 2 hour minimum required		
Copy of all prints on a thumb drive	\$15.00		
Photos sent to attendees as text message (must have internet access) Not responsible for sending failure as a result of poor internet signal.	Included		
Custom Backdrop Upgrade	TBD		
Idle Hour (photo booth is set up but not active)	\$30/per hour		
Social Media Kiosk (onsite Email, Facebook, Instagram, & Twitter posting + #hashtag monitoring feature)	\$50/per kiosk		
Flash drive of all output event photos	\$10.00		
Custom Props	TBD		
Green Screen feature	Included with booth rental		
Fish Eye Booth Includes all services as the standard booth	\$125.00 per hour (Choice of standard booth or fish eye)		
Travel Fee (if venue is >40 miles from St. Louis)	\$1.00/mile		
Discount (if applicable)			
Subtotal			
MO Sales Tax (9.25%)			
Grand Total			
Deposit Due at Booking		\$125	

Balance Due (prior to start of event)	
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Client Signature: _____ **Date:** _____

Please mail, or e-mail completed contract. If you have any questions, feel free to contact me. Thank you for your business!

Freeze Frame Photo Booth
phone (314) 882-6941
149 N Elizabeth Ave St. Louis, MO 63135
freezeframepbstl@gmail.com
www.freezeframepbstl.com