



AGREEMENT TO PROVIDE PHOTO BOOTH SERVICES

James D. Thomas DBA Maine Audio Visual, 21 Savage St., Fairfield, ME | (207) 747.8896 | maineaudiovisual@gmail.com | www.maineaudiovisual.com

This agreement between James D. Thomas, D.B.A. Maine Audio Visual (The "Contractor") and: _____

_____ (The "Client") defines the fees, terms, conditions and provisions under which the Contractor will provide services as independent contractor to the client.

Client Mailing Address: _____

Phone: _____ Fax: _____ E-mail: _____

Event Date: _____ Day: _____

Event Location: _____ Address: _____

Estimated Number of Guests: _____ Setup Time: _____ Start Time: _____ End Time: _____

PACKAGE AND FEES

Open Air Photo Booth

Bronze Package - 4 Hours	Silver Package - 5 Hours	Gold Package - 6 hours
\$400	\$500	\$600

Tent Photo Booth *(for added privacy - same hours and fees as above)*

*Each Additional ½ hour is \$100. All packages include the photo booth rental for the contracted time, an attendant, unlimited photo sessions, 4 x 6 photo postcard size prints for \$2 each, customized photos/videos, unlimited free shares to social media, SMS, Email, downloads, props and multiple backgrounds via green screen.

Total fee agreed upon by the Client and the Contractor for the _____
is \$ _____ - _____ for up to _____ hours.

To confirm this Agreement, return one signed and completed and the total fee (unless otherwise agreed upon). Please make all checks payable to Maine Audio Visual and mail to: James Thomas, 21 Savage St. Fairfield, ME 04937 (a \$35 fee will be charged for all returned checks).

Cash | Bankcard | Money Order Check – Deposit Amount: \$ _____ Balance Due: \$ _____

For Office Use Only:

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TERMS AND CONDITIONS

It is understood that this contract is binding on both parties. It cannot be altered or changed unless agreed to in writing by both the Client and the Contractor. Cancellation of the contract by the Client is possible if Contractor is notified in writing not less than 60 days before the service date. Cancellation by the client more than 60 days in advance will result in the refund of all payments, less ½ the original amount, unless otherwise noted.

This contract with the Contractor to perform service as listed shall be excused by detention of Contractor by sickness, accidents, acts of God, and acts of terrorism, adverse weather or any other legitimate circumstances beyond the Contractor's scope of control. In the unlikely event that the Contractor is unavailable to appear, the Contractor will make every effort to find a qualified replacement at the agreed upon fees. Should the Contractor be unable to find a replacement, client will receive a full refund.

In the unlikely event that the Contractor is delayed and the event does not begin on time or time is lost during the event due to an equipment malfunction the Contractor will refund the portion of the fees paid prorated to the time lost. Client agrees that in all circumstances the Contractor's liability will be limited to the performance fee as stated on the Contractor's contract and that the Contractor will not be responsible for indirect or consequential damages.

The Client agrees that this contract shall be governed by laws of the State of Maine and County of Somerset. In the event of a suit involving or relating to this agreement, the Client agrees that the venue for the suit will be in the County of Somerset, State of Maine. In the event that legal action is taken by the Contractor to enforce this agreement, the Client agrees to pay all reasonable attorney's fees, court costs and interest to the Contractor. In the event that the client takes legal action against the Contractor, the Client agrees to pay all reasonable attorney's fees incurred by the Contractor unless the Client is awarded a judgment against the Contractor.

MAV Photo Booth reserves the right to use photographs taken by any photo booth user who may be included intact or in part, for any and all media now or hereafter for promotion, advertising, trade, or any other legal purposes. MAV Photo Booth and its providers are released, discharged and will be held harmless from any liability, that may occur or be produced in the taking of said photo(s) or in any subsequent processing thereof, as well as any publication thereof, including without limitation any claims for libel or invasion of privacy. Photos may not be used by client or affiliates for any purpose other than personal use without express permission of MAV Photo Booth. We respect your privacy so please initial here _____ to let us know if you would like your photos to be kept private and not used for aforementioned purposes.

Client agrees to, and understands the following:

a) Client will indemnify provider and its associates against any and all liability related to Client's and client's guests' use or misuse of the photo booth and props during or after Client's event including events arising from use of the photo booth by children.

The Open Air Photo Booth setup requires an 11 feet wide x 8 feet deep x 8 feet high area (Tent Photo Booth requires a 7 feet by 7 feet deep by 8 feet high) within 25 feet of a 120V, 5 amps, 3 prong grounded outlet. (2) facility is accessible for equipment set up at least one hour prior to scheduled start time (3) facility meets all federal and state safety The Client agrees to maintain a safe environment so as to protect the Contractor's equipment from theft, vandalism and harm as well as any threat of harm to the Contractor. The Contractor has the right to stop the event and take necessary steps to ensure the safety of himself and his equipment, up to and including removing himself and the equipment from the event location.



The Contractor will approach Client to intercede if any problems develop and will only leave if the problem cannot be corrected to the reasonable satisfaction of the Contractor. Client is responsible for any and all damages caused by the client and/or the client's guests. Children must be supervised by an adult at all times to avoid injury. Our photo booth setups are not wheelchair accessible. Height adjustment for children or wheelchair must be requested prior to setup. The photo booth must not be moved once setup to avoid any potential hazard.

This contract contains all the packages, fees, terms, and conditions agreed upon by the Client and the Contractor and no other agreements or contracts, oral or written, regarding the subject matter of this contract of service for the event stated on this contract unless agreed upon in writing by both the Client and the Contractor shall be deemed to exist.

Please sign below and return a copy along with payment.

By signing this agreement, you agree to the terms and conditions of the MAV Booth rental

Client Signature: _____ **Date:** _____

MAV Rep: _____ **Date:** _____