

Zelle

## Personal Information Full Name: Company/Organization (If Applicable): E-mail: Phone: **Event Information** Date of Event: Event Type & Details: Venue Name: Venue Address: Day-Of/Primary Contact: Start Time: E-mail: End Time: Phone: Will vendor meal(s) be provided for the photobooth technician? No **Select Your Layout Preference** 6x4 Horizontal Photo 1 Photo Photo GIF 4x6 Vertical Photo 2 Photos 2x6 Photostrips 3 Photos Boomerang Custom:\_\_\_\_ 4 Photos All The Above Please mark to agree to all applicable conditions: We have amicable head clearance of 9x8.5 ft to set-up the photobooth backdrop. We will be placed indoors within 15 - 25 ft of an outlet and space for running extension cords if applicable. There will be accessible/venue Wi-Fi to support the photobooth (back-up if our Hotspot doesn't work). The venue allows at least 1 hour for set-up and 45 minutes for tear-down. **Payment & Booking Confirmation** Booking(s) are not secured until an initial deposit of \$150.00 has been made. Remaining Balance (due the morning of the event): \$\_\_\_ \_\_\_\_\_. Please mark your payment method below: Cash Online Booking Other Cash App Venmo

This Agreement ("Agreement") is made and entered into by and between
("Client") and Perez and Things LLC / Pose OKC Moments ("Service Provider") as of the date of the last signature
below. The parties agree as follows:

- 1. Non-Refundable Safety Deposit: A safety deposit of \$150.00 is required to secure the event date and is due upon signing of this Agreement. The safety deposit is non-refundable, except in the event of severe weather conditions or cancellation by the Service Provider. Severe weather conditions include, but are not limited to, extreme rainfall, hail, tornadoes, flash floods, or any other natural disasters that would prevent the Service Provider from fulfilling the event services. In such cases, the safety deposit will be refunded in full or applied to reschedule the event at the mutual agreement of both parties.
- 2. <u>Graphics Services & Proofing:</u> As part of the services provided, Perez and Things LLC / Pose OKC Moments includes the creation of event graphics, which may include promotional materials, event signage, digital content, and other related designs ("Graphics"). These services are provided at no additional charge as part of the agreed event package.
- 3. <u>Proofing & Client Approval:</u> Before any final graphics are produced or printed, proofs of the designs will be sent to the Client for review and approval. The Client agrees to carefully review the proofs for accuracy, including spelling, formatting, and design elements.
- 4. <u>Confirmation of Proof Approval:</u> Any response from the Client to the proof (whether in writing or via electronic communication) will be considered as the Client's confirmation that they have reviewed the graphic, approve it as correct, and agree to its finalization. The Client understands that any error not identified in the proof stage may not be corrected at no additional charge.
- 5. <u>No Reimbursement for Errors:</u> The Client acknowledges that the Service Provider is not responsible for any errors, omissions, or inaccuracies in the graphics once they have been approved by the Client. If an error is not identified in the proofing stage and the graphics are finalized and printed, the Client will be responsible for any costs associated with correcting or reprinting the materials.
- 6. <u>Event Cancellation and Rescheduling:</u> In the event of a cancellation by the Client, the Client agrees to notify the Service Provider at least 3 days in advance of the event.
- 7. <u>Limitation of Liability:</u> The Service Provider will make every reasonable effort to provide the agreed-upon services in a professional and timely manner. However, the Service Provider will not be liable for any delays or failure to perform caused by circumstances beyond their control, including but not limited to weather, force majeure events, or acts of God.
- 8. <u>General Terms:</u> This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, representations, or understandings. Any amendments to this Agreement must be in writing and signed by both parties. The Client may not transfer or assign this Agreement without the prior written consent of the Service Provider.

Signature:	Date:	
Signature	Date	

I, the undersigned, understand and agree to the following terms and conditions related to the use of the iPad photobooth services provided by Perez and Things LLC / Pose OKC Moments:

- 1. <u>Assumption of Risk:</u> I acknowledge that my participation in the iPad photobooth activities at the above-referenced event involves inherent risks, including but not limited to, tripping, falling, or injury from the equipment. I voluntarily assume all risks, whether known or unknown, associated with my participation in these activities.
- 2. Release of Liability: I hereby release, discharge, and hold harmless Perez and Things LLC / Pose OKC Moments, its owners, employees, agents, and representatives from any and all liability, claims, demands, actions, or causes of action arising out of or related to any loss, damage, or injury, including death, that may be sustained by me or any of my guests, whether caused by the negligence of Perez and Things LLC / Pose OKC Moments or otherwise, while participating in the photobooth activities.
- 3. <u>Indemnification:</u> I agree to indemnify and hold harmless Perez and Things LLC / Pose OKC Moments, its owners, employees, agents, and representatives from any and all claims, actions, damages, costs, and expenses, including attorney's fees, arising from or related to my participation in the photobooth activities, including any damage to the camera device or associated equipment caused by me or my guests.
- 4. <u>Use of Images:</u> I grant Perez and Things LLC / Pose OKC Moments the right to use, reproduce, and distribute any photographs or images taken during the event for promotional purposes, including but not limited to, social media, marketing materials, and the company website. I understand that I will not receive any compensation for such use.
- 5. <u>Responsibility for Supervision:</u> I acknowledge that it is my responsibility to supervise any minors or individuals requiring assistance who may be using the photobooth during the event. Perez and Things LLC / Pose OKC Moments is not responsible for supervising these individuals.
- 6. <u>Equipment Care:</u> I agree to treat the camera device and associated equipment with care and respect. I understand that any damage caused by me or my guests will be my responsibility, and I may be charged for repairs or replacement of damaged equipment.

## **ACKNOWLEDGMENT AND AGREEMENT**

I have read and fully understand this Liability Waiver Form. I am aware that by signing this form, I am waiving certain legal rights, including the right to sue Perez and Things LLC / Pose OKC Moments. I sign this waiver voluntarily and without any inducement or assurance of any nature.

Signature:	Date:	
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