



OPEN-AIR PHOTO BOOTH

1311 Eastwood Drive, Clarion, PA

::: EVENT INFORMATION

Date of Event: ____/____/____ Start Time: ____ AM PM End Time: ____ AM PM IDLE TIME INCLUDED

Type of Event: _____ Approx. Guest Count: ____ Idle Time for Meal: Yes No

Event Location: _____ Address: _____

Package Selection: 4 Hr. Max 3 Hr. Plus 2 Hr. Lite

CUSTOMIZED HOURS

_____ @ \$200 per hour

SPECIFY NUMBER OF HOURS NEEDED (2 HOUR MINIMUM)

Photo Strip Template to use at Event: Use Generic Customized Text

Color Scheme Preference?: No Yes, use these 2 colors

(IF APPLICABLE)

_____ HEXADECIMAL CODES IF AVAILABLE

Example

Andrea & Michael
August 1, 2020

::: CLIENT INFORMATION

First Name: _____ Last Name: _____

Address: _____

Cell Number: () _____ Email Address: _____ @ _____

This Agreement is by and between ProPoint Media Photography, known herein as ("Provider", "we" or "us") and _____, ("Client") (referred to individually as a "Party" or collectively as the "Parties"). ProPoint Media Photography will provide photo booth event rental services as described in this Agreement.

SERVICE PERIOD

Pursuant to the responsibilities of Client, the Provider agrees to have a photo booth operational for a minimum of 80% during the period described above. Client understands that occasionally, operations may be interrupted briefly for maintenance and unexpected technical issues of photo booth operations. (software and/or hardware)

DEPOSIT AND PAYMENT

A \$ _____ non-refundable deposit is due upon signing this Agreement. The remaining balance is due no later than FOURTEEN (14) days before Client's event date. If paying by credit card, Client agrees to allow ProPoint Media Photography to charge Client's credit card for payment of services. Full payment upfront is accepted for the _____ Package (indicated above) at the price of \$ _____ (tax included), which includes any applied promotional discount. The Client is liable for any additional time requested during the event at the cost of \$ _____ (per 30 min. increments). The Client agrees that in addition to any and all other legal rights and remedies ProPoint Media Photography may have, Client will pay a \$ _____ fee for any and all returned checks which Client make payable to ProPoint Media Photography as payment for services.

_____ INITIALS

CHANGES AND CANCELLATIONS

Any request for a date, time, or location change must be made in writing at least thirty (30) 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, time, or location, the deposit shall be forfeited and the event cancelled. Any cancellation occurring less than thirty (30) days prior to the event date shall forfeit all payments received.

ACCESS

Client will arrange for an appropriate space for the Photo Booth at the event venue. The 2-7 person open-air concept photo booth set-up requires a minimum space 8' deep x 10' wide x 9' high. Client is responsible for ensuring power is available for the Photo Booth. (Approximately 120V, 5 amps, 3 prong outlet). The outlet must not be shared with any other appliance. Photo booth setup area should preferably be indoors especially during the day. If outdoors, client should ensure adequate shade from the sun to ensure good lighting of photos. A solid wall is necessary for setup to avoid wind interference. Event may be cancelled and payment forfeited if indoor or covered setup is not available upon arrival at venue. Client must provide a canopy if the area for the photo booth has no shade. Client must provide an indoor setup area if rain or inclement weather is forecast.

MODEL RELEASES

Client grants us permission to use images from Client's event to promote our business, including but not limited to, use on our website, blog, social media and print marketing materials. Client waives any right to any payment, royalties or any other consideration for the use of the images. Client waives the right to inspect or approve the finished product, including written or electronic copy, wherein Client's likeness appears. Client hereby holds harmless, releases and forever discharges us from all claims, demands, and causes of action which Client, his/her heirs, representatives, executors, administrators, or any other persons acting on Client's behalf or on behalf of the Client's estates have or may have by reason of this authorization.

ONLINE GALLERY

ProPoint Media Photography will provide FREE unlimited access to a private (password protected) online gallery where all event images will be downloadable in .JPG file format. Client accepts all responsibility for archiving and protecting the digital photographs upon download. ProPoint Media Photography is not responsible for the lifespan of any digital media provided for any future changes in digital technology or media readers. It is Client's responsibility to assure that digital files are copied to new media as required.

HOLD HARMLESS

At all times after the effective date of this Agreement, the Parties shall indemnify each other and their officers, members, managers, employees, owners, sublicensees, affiliates, subsidiaries, successors, and assigns (collectively, the "Indemnitees") from all damages, liabilities, expenses, claims, or judgments (including interest, penalties, reasonable attorneys' fees, accounting fees, and expert witness fees) (collectively, the "Claims") that any Indemnitee may incur and that arise from:

- (a) A Parties' gross negligence or willful misconduct arising from the Party's carrying out of its obligations under this Agreement;
- (b) Any breach of any of its obligations or representations under this Agreement.

Additionally, Client will indemnify ProPoint Media Photography from any claim or cause of action arising out of or relating to any event, product, promotion, etc. that is the subject of this or a related agreement, including, but not limited to, any claim or cause of action by an attendee of Client's event against ProPoint Media Photography or any damage caused to ProPoint Media Photography's equipment or personnel caused by Client or one of Client's event attendees.

PHOTO STRIP TEMPLATE

ProPoint Media Photography will copy directly from Client's request (indicated above) from personalized notes indicated above. If Client wishes no customization of photo strip template, ProPoint Media Photography will provide a generic (dated if desired) template at your event. Graphics such as logos or monograms may be added if provided by Client thirty (30) days before the event. A proof of Client's design can be provided the day of your event but only upon request. 2"x 6" photo strips (2 per 4"x 6" sheet) are provided to guests (one for each subject in photo) for every package offered, however, if a full 4"x 6" photo is optioned, an upgrade fee of \$50 is required (includes customized graphic overlay).

PHOTO STRIP ALBUM (as needed)

ProPoint Media Photography will provide as part of the package, typically between 40-60 pages of album storage for guest's 2"x 6" photo strips. (Includes storage case)

WIFI

ProPoint Media Photography requires Client to provide Wi-Fi access and a sufficient internet connection at venue location.

MISCELLANEOUS TERMS

In the event ProPoint Media Photography 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 no service is received, ProPoint Media Photography's maximum liability will be the return of all payments received from Client. ProPoint Media Photography is not responsible for any consequential damages or lost opportunities upon breach of this Agreement.

TRAVEL

Travel included within **Clarion County**. Extra mileage is billed at \$.60 per mile.

PARKING

When necessary, Client shall provide parking for ProPoint Media Photography personnel's vehicle for duration of event. If required, client is responsible for any valet/parking fees at public venues.

IDLE TIME

ProPoint Media Photography will allow up to _____ minutes between start time and end times (indicated above) for meals.

SEVERABILITY

If any one or more of the provisions contained in this Agreement is, for any reason, held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions of this Agreement, but this Agreement will be construed as if those invalid, illegal, or unenforceable provisions had never been contained in it, unless the deletion of those provisions would result in such a material change so as to cause completion of the transactions contemplated by this Agreement to be unreasonable.

WAIVER

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement will be effective unless it is in writing and signed by the Party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, and no waiver will constitute a continuing waiver, unless the writing so specifies.

ENTIRE AGREEMENT

This Agreement constitutes the final Agreement of the Parties. It is the complete and exclusive expression of the Parties' Agreement with respect to the subject matter of this Agreement. All prior and contemporaneous communications, negotiations, and Agreements between the Parties relating to the subject matter of this Agreement are expressly merged into and superseded by this Agreement. The provisions of this Agreement may not be explained, supplemented, or qualified by evidence of trade usage or a prior course of dealings. Neither Party was induced to enter this Agreement by, and neither Party is relying on, any statement, representation, warranty, or Agreement of the other Party except those set forth expressly in this Agreement. Except as set forth expressly in this Agreement, there are no conditions precedent to this Agreement's effectiveness.

ALL SALES FINAL

Client understands and agrees that all sales and service fees are final.

(Provider) SIGNATURE

Dave Cyphert-Owner
ProPoint Media Photography

Date: _____

(Client) SIGNATURE

PRINT NAME

Date: _____