

MNPhotobooth.com/Bratsch Photography Service Contract

The following contract and its terms will set forth an agreement between Bratsch Photography (Provider) and _____ (Client), the parties, for photo booth services for an event taking place on _____ (date). 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 between these times: _____ to _____ on _____ (date). Provider agrees to have a Photo Booth operational for a minimum of 80% during this period; occasionally, operations may need to be interrupted for maintenance of the Photo Booth such as adding inks or paper.

PAYMENT

A non-refundable reservation fee in the amount of \$200.00 is due upon signing of this contract. The remaining amount is due 30 days in advance 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 client at the rate of \$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.

ACCESS, SPACE & POWER FOR PHOTO BOOTH

Client will arrange for an appropriate space for the Photo Booth at event's venue. (8' long x 6' wide x 6' high). Client is responsible for providing power for the Photo Booth. (standard household type receptacle 110V, 15 amps, 3 prong outlet).

DATE CHANGES & CANCELLATIONS

Any request for a date 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, 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. Cancellations caused by severe weather on the day of the event, or if roads and businesses are widely closed in the area on the day of the event, will be allowed to reschedule without penalty subject to photo booth availability on the new date of event. If there is no photo booth available for the new date, the non-refundable reservation fee shall be 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 damage that occurs to Provider's Equipment while set up at Client's event.

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 Photo Booth or by 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 give to **Bratsch Photography** 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. **PHOTOS WILL NOT BE SOLD OR LICENSED TO ANY STOCK PHOTO COMPANIES. The intent here is to allow the Provider to use photos in promotional materials such as the business website, flyers, business cards, and other such media. It is also to allow the Provider the ability to offer a website where additional copies of the photos can be**

ordered. In addition I, hereby release, discharge and agree to save harmless Bratsch Photography 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 agree, circle YES. If you do not agree circle 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 there guests can log onto and order prints free of charge with free shipping as well as the ability to download the digital files for their own use. If for reasons beyond our control the Provider becomes sick or injured or cannot perform and 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 Information | |
|---|--|
| Name | |
| Company/Organization (if applicable) | |
| Address (for client, not event) | |
| Type of Event | |
| Main Phone # | |
| Cel/Alternate Phone# | |
| E-mail Address | |

| Location Information | |
|-------------------------|--|
| Name of Venue | |
| Address | |
| Contact Person at Venue | |
| Phone # | |
| E-mail Address | |

| Services | | | |
|---|----------------------------|-----|-----------------|
| Item | Cost | Qty | Total |
| Basic Photo Booth (1 copy of picture, no photo guest book, up to 4 hours) | \$850.00 | | |
| Photo guest book (includes additional copy of each picture) | \$100.00 | | |
| CD(s) containing 1 set of all photo booth images | 1st CD: FREE Add'l: \$7 | | |
| Additional Hour | \$100.00/hour | | |
| Idle Hour | \$30.00/hour | | |
| Candid Photography of event | \$50.00/hour | | |
| Travel Fee (if applicable) | | | |
| What do you want your photos to say? | | | |
| What are the colors of the event? | | | |
| What time do you want the booth set up? | | | |
| Is the event formal, semi-formal or informal? | | | |
| Do you want your photos to be color or black & white? | | | |
| How did you hear about us? | | | |
| TOTAL | | | |
| DEPOSIT | | | \$200.00 |
| BALANCE DUE | | | |

Client Signature: _____ Date _____

Provider Signature _____ Date _____

Please mail completed contract and deposit to reserve your date. If you have any questions feel free to contact us. Thank you for your business!

Bratsch Photography

4404 SW 82nd Ave, Owatonna MN 55060

(507) 456-8286 or (612) 232-0756

sales@mnphotobooth.com • <http://www.mnphotobooth.com>