

Flashtastic Photobooths Rental Agreement

Service Contract

The following contract and its terms will set forth an agreement between Flashtastic Photobooths (provider) and _____ the parties, for photo booth services for an event taking place on _____. 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 photo booth operational for a minimum of 80% during this period; occasionally, operations may need to be interrupted for maintenance of the photo booth.

Pricing & Payment

The client agrees to pay \$ _____ for the service period. A non-refundable deposit in the amount of \$200.00 of the total cost is due upon signing of this contract. The remaining amount is due (7) seven business days prior to the client's event date of _____. Client agrees that in addition to any and all 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 the event venue. Client is responsible for providing power for the photo booth. The photo booth requires a 110V, 10 amps, 3 prong outlet from a reliable power source within 50 feet (along a wall) of set up area. The circuit must be free of all other connected loads. Any delay in performance or damage to the photo booth

equipment due to improper power is the responsibility of the client. The client shall provide crowd control if warranted and furnish Flashtastic Photobooths with directions to the event. Client shall provide Flashtastic with safe appropriate working conditions and a solid floor. This includes a 10' x 15' x 8' area for set up.

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. Any cancellation occurring less than thirty days prior to the event date shall forfeit any and all payments received.

Damage to Provider's Equipment & Refusal

Client acknowledges that it shall be responsible for any damage or loss to the provider's equipment caused by: a) misuse of the provider's equipment by client or its guests (invited or uninvited) or b) any theft or disaster (including but not limited to fire, flood or earthquake). Client acknowledges provider shall have the right to decline service to client's guest (invited or uninvited), for misuse, inappropriate photos or unruly behavior.

Indemnification

Client agrees to, and understands the following:

a) client will indemnify provider against any and all liability related to the client's event during or after the client's event. Client will indemnify provider from the time of service and on into the future, against any liability associated with the client.

b) Client will indemnify provider against any and all liability associated with the use of pictures taken within the photo booth it's representatives, employees or affiliates at client's event.

Model Release Option: **Please Circle One**

Yes I agree to the model release below or **NO** I do not agree. We realize some clients of ours as well as others wish the photos to remain private which is why we have the option above. We'd love to use your photos on our web site, but understand your privacy.

Client agrees to, and understand the following: All guest using the photo booth hereby give to Flashtastic Photoboos 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 Flashtastic Photoboos, 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.

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 several 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 the 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 guest 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.

Contact Information

Name: _____

Company: _____

Address: _____

Type of Event: _____

Cell Phone Contact: _____

Alternate Phone #: _____

Email: _____

Venue Information

Name: _____

Address: _____

Phone: _____

Contact Person
& Cell #: _____

Number of Expected Guests: _____

Photo booth Information

ADD THE FISHEYE LENS TO ANY PACKAGE FOR ONLY \$200

| Item | Cost | # of items | Total Cost |
|----------------------------|-------|------------|------------|
| Photo booth Rental 2 hours | \$399 | | |
| 3 hours | \$499 | | |
| 4 hours | \$599 | | |
| 5 hours | \$699 | | |

*sales tax applies at a rate of 8.363%

*all packages include: USB drive containing all of the events photos, 1 attendant, use of party props, unlimited photo strips 2x6 or 4x6 (must choose size prior to event), printed name/date or logo, Photo booth set up and removal, travel up to 120 miles round trip from our location to event destination.

All Inclusive Package: \$995

* includes 5 hours of booth rental, USB drive containing all of the events photos, 1 attendant, use of party props, unlimited photo strips 2x6 or 4x6 (must choose size prior to event), printed name/date or logo, Photo booth set up and removal, scrapbook album, idle hours, high resolution digital images on CD-Rom, 2x6 or 4x6 acrylic frames, 120 miles round trip from our location to the event location.

Ala Carte Items:

| | |
|---------------------------|-----------------|
| Scrapbook Album: | \$125 |
| Additional Hours: | \$100/hour |
| Mileage: | \$1.00 per mile |
| over 120 miles round trip | |
| Idle Hours: | \$50/hour |

What would you like your logo to say? _____

Event Colors & Themes (send sample(s) for best match): _____

Payments Accepted: Cash, Check, or Credit Card.

\$175 Non-Refundable Deposit: Date Paid _____

Paid by: Cash _____, Check #: _____, Credit Card: _____

Balance of \$ _____ to be paid 2 weeks prior to the event date of _____, will be due on _____.

Signature: _____

(or type in your name if submitting via email)

Remit Payment to:

Flashtastic Phothoboos

13001 Gary Player Drive

Sunset Hills, MO 63127

Phone: 314-939-8255

Fax: 636-349-5688