Unique Photo Booth, LLC Cape Coral, FL 33914 (239)671-1105

The following contract and terms will set forth an agreement between Unique Photo Booth, LLC (Provider) and ______ (Client) for photo booth services at an event location agreed upon in contract. This written contract sets the full intention of both parties and supersedes all other written and/or oral agreements between the parties.

SERVICE PERIOD

A representative of Unique Photo Booth, LLC will arrive approximately 1 hour before the service period begins for setup. If client would like us to arrive earlier the time must be agreed upon by both parties. Provider agrees to have a Photo Booth operational for a minimum of 90% during this period; occasionally, operations may need to be interrupted for maintenance of the photo booth (changing photo paper, adjusting camera, adjusting printer, etc). In the event of prolonged maintenance of photo booth, Provider agrees to extend the service period as necessary to make up for the time lost.

PAYMENT

A non-refundable deposit of <u>\$50</u> is due upon signing of this contract. The remaining amount is due in full fourteen days (14) prior to event. If payment is received after this date, client may be subject to a 10% late penalty fee. If payment is not received 7 days prior to your event the services by Unique Photo Booth, LLC will not be rendered and all payments received will be forfeited, unless other arrangements have been made. We do not secure your date on our calendar until the deposit is received. If the rental time period exceeds the service period agreed to in this contract at the request of the Client, the overage in rental time will be billed to the Client at the hourly rate of \$75 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.

ACCESS, SPACE & POWER FOR PHOTO BOOTH

Client will arrange for an appropriate space for the photo booth at venue. The photo booth requires a space $10' \times 10' \times 9'$. Client is responsible for ensuring power is available for the photo booth (110V, 5 amps, 3 prong outlet).

Outdoor Events If photo booth is to be used in an outdoor setting prior arrangements must be made with Provider. Client is responsible for ensuring that the photo booth is under protective covering and level ground. In the event Client can't or does not provide appropriate cover photo booth services will end if inclement weather occurs. In the event that services end early due to inclement weather during an outdoor event Client will not receive a refund in part or in full.

DATE CHANGES AND CANCELLATIONS

Any request for a date change must be made thirty (30) days in advance of the original event date. Change is subject to availability of Photo Booth by provider and receipt of a new service contract. A fee of fifty dollars (\$50) will be assessed for any date change. If in the event the new date cannot be accommodated all deposits and payments received shall be forfeited. Provider promises to make all reasonable attempts at date changes.

SERVICE DISCONTINUATION

Provider reserves the right to discontinue services at any such time during the event that the photo booth attendant or Provider feels that the integrity or safety of the Provider and/or Providers equipment is compromised. In the event services are discontinued Client will not receive a refund in part or in full unless other arrangements have been made.

DAMAGE TO PROVIDER'S EQUIPMENT

Client acknowledges responsibility 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 destruction of equipment including but not limited to props, camera, computer and printer.

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 its representatives, employees or affiliates at Client's event.

MODEL RELEASE

Client hereby grants Unique Photo Booth, LLC 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 Client hereby agrees to release, discharge and to save harmless Unique Photo Booth, LLC 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 separate from the rest of this contract and shall not affect the validity and enforceable 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. 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 or provide all photos to the client within 1 week of the original service date.

Client Initials

Please keep a copy of the above contract for your records

CONTACT INFORMATION

| Name | |
|--------------------|--|
| Company | |
| Address | |
| City, State, Zip | |
| Type of Event | |
| Cell phone contact | |
| Other Phone | |
| Email Address | |

VENUE INFORMATION

| Date of Event | |
|-----------------------------|--|
| Time of Event | |
| Venue Name | |
| Address | |
| City, State, Zip | |
| Phone | |
| Contact Person & Cell Phone | |
| Email Address | |
| Number of guest expected | |

PHOTO BOOTH INFORMATION

| Item | Cost | Total |
|---|---------------|-------|
| Photo Booth Rental 2 hours | \$389.00 | |
| Photo Booth Rental 3 hours | \$500.00 | |
| Photo Booth Rental 4 hours | \$600.00 | |
| Photo Booth Rental 5 hours | \$799.00 | |
| Unlimited Photo Session | FREE | |
| Props | FREE | |
| On sight attendants | FREE | |
| Personalized Photo Strips | FREE | |
| Mileage up to 60 miles (120 round trip) | FREE | |
| Mileage over 60 miles | \$1. per mile | |
| Additional Hours | \$75/hour | |
| Scrapbook Album | \$55.00 | |
| Digital Images on USB | \$30.00 | |
| Standard Solid Color Backdrop | FREE | |
| Premium Backdrop | \$55.00 | |
| Total Fees | | |

\$50 Deposit due to hold your date

| Balance of: | to be paid 2 weeks in advance of event date: | _, |
|------------------------|--|----|
| which would be due on: | | |

| Client Signature | Date |
|--------------------|------|
| Provider Signature | Date |