



PREEMIE BELLA CELEBRATIONS, LLC

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PHOTOBOOTH SERVICE CONTRACT

This Agreement is between Premie Bella Celebrations, LLC (hereinafter "PBC"), and _____ (hereinafter "Client") relating to the _____ of _____

which will take place at _____

on _____. This written contract sets the full intention of both parties and supersedes all other written and/or oral agreements between parties.

SERVICE PERIOD:

The parties agree that PBC shall furnish ___ hours of standard size Photobooth rental service, from __:___-__:___. Total coverage will include up to ___ continuous hours of service that includes onsite boother, unlimited photo sessions for the duration of the booking, standard props, customization on photos, and email of digital photo copies from event for a fee of \$_____. Please note during this time, there may be the occasional need for interruption for booth maintenance (changing photo paper, adjusting camera/printer, etc).

PAYMENT:

A non-refundable deposit of \$250 is due upon signing of this contract. Your date is not secured until the deposit is received. Client agrees to pay the remaining amount in full at least thirty days (30) prior to event. If payment has not been received 30 days prior to your event, it will result in breach of this agreement (and forfeiture of any payments received thus far) and will release PBC of all obligations in connection with this agreement.

OVERTIME:

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 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 PBC may have, Client will pay a \$50 fee for any and each returned check.

OPERATION REQUIREMENTS:

Client acknowledges PBC must have access to the event space at least two (2) hours prior to the rental service time. Client will arrange for an appropriate space for the Photobooth at the venue. Client is responsible for ensuring power is available for the Photobooth (3 prong outlet, 110V). If PBC is to supply props and/or memory album, Client agrees to provide space for a 6-ft. table for PBC to setup as necessary for doing so. Client

agrees PBC will not be held liable for any lack of service due to Client's failure to provide these minimal requirements.

OUTDOOR EVENTS:

If Photobooth is to be used in an outdoor setting, prior arrangements must be made with PBC. Client is responsible for ensuring that the Photobooth is on level ground and under protective covering. In the event Client, does not or cannot provide appropriate cover, Photobooth services will end if inclement weather occurs. Under no circumstances will PBC allow the Photobooth to operate in inclement weather, including drizzle, rain or snow. In the event services are terminated due to inclement weather, no refunds will be issued.

DAMAGE TO PROVIDER'S EQUIPMENT:

Client acknowledges responsibility for any damage or loss to PBC's equipment caused by: 1) any misuse of PBC equipment by Client or their guests, 2) willful or accidental damage inflicted to PBC equipment by Client or their guests, 3) any theft or destruction of equipment including but not limited to props, camera, laptop, tower and printer. Should this damage occur, PBC holds the right to end the rental service early with no compensation for lost rental time to Client. Client may also be billed for damages incurred.

SERVICE DISCONTINUATION:

PBC reserves the right to discontinue services at any such time during the event if the integrity or safety of PBC or PBC's equipment is compromised. In the event services are discontinued, Client will not receive a refund.

INDEMNIFICATION:

Client agrees to, and understands the following: a) Client will indemnify provider against 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 all liability associated with the use of pictures taken within the Photobooth, its representatives, employees or affiliates at Client's event.

PHOTO RELEASE:

Client hereby grants PBC the right and permission to copyright and use, photographic portraits or pictures of any Photobooth user who may be included intact or in part, made through all media now or hereafter known for illustration, art, promotion, advertising, trade, or any other purpose. In addition, Client agrees to release, discharge and to save PBC 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.

Client

Date