

SHOWTIME PHOTOBOOTH, LLC - SERVICE CONTRACT

The following contract and its terms will set forth an agreement between SHOWTIME PHOTOBOOTH, LLC (Provider) and CARROLL COUNTY HIGH SCHOOL, the parties, for photo booth services for an event taking place at GENERAL BUTLER PARK. 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: 8pm - 12 midnight on [DATE] April 20, 2013. Provider agrees to have a Showtime Photobooth operational for a minimum of 80% during this period; occasionally, operations may need to be interrupted for maintenance of the Photo Booth.

PAYMENT: There is no deposit required for this event. The event balance is due prior to set up at event. We accept checks, cash, money order, and Visa or Mastercard through PayPal (**note there is a 3% on line convenience fee for credit card transactions*)

If the client wishes to use the equipment for a time period in excess of the service period agreed to in the invoice below, the overage in service time will be billed to the operator at the following rates: \$100 per hour. Time may be added at the sole discretion of the attendant on duty. Payment for any additional 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.

ACCESS, SPACE & POWER FOR PHOTO BOOTH

Client will arrange for an appropriate sheltered space and solid flat surface for the Photo Booth at event's venue. (8' deep x 6' wide x 6' high). Client is responsible for providing power (110V, 10 amps, 3 prong outlet) for the Photo Booth within 10 feet of booth location. NOTE: We do not service outdoor events between November 1st and March 1st, unless provisions in this agreement specify exception.

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. If there is no availability for the alternate date or you do not wish to schedule an alternate date, the deposit shall be forfeited and event cancelled. Any cancellation occurring fourteen (14) days or less prior to the event, the client is responsible for payment for 50% of the event

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 disaster (including but not limited to fire, flood or earthquake).

INDEMNIFICATION

Client agrees to, and understands the following:

- 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.
- Client will indemnify Provider against any and all liability associated with the use of pictures taken within the Showtime Photobooth, its representatives, employees or affiliates at Client's event.

MODEL RELEASE OPTION

We'd love to post your photos on our web site for the enjoyment of your guests. We realize some clients want the photos from their event to remain private, which is why we have the option below. We will not use your photos in any published ad. But we must have "yes" circled below to post to our online galleries. Circling no will still be posted but require a password to view.

PLEASE CIRCLE ONE & INITIAL.

YES NO I do not agree _____ Password _____ (must be 6 or more characters)

Client agrees to, and understands the following: All guests using the photo booth hereby give to Showtime Photobooth, 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 I, hereby release, discharge and agree to save harmless Showtime Photobooth, 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 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.

2013 Event & Contact Information

Event Date 4/20/2013 Booth Style Traditional **Kiosk**

Service Time 8pm - 12 midnight Type of Event Prom

Venue Name & Location GENERAL BUTLER STATE PARK

Outdoor Event (circle one) Yes No Estimated # of guests 350

Print Choice (circle one) B&W Color Sepia **User Choice**

Client Name CARROLL COUNTY HIGH SCHOOL

Company (if applicable) _____

Mailing Address 1706 Highland Ave

City, State, Zip CARROLLTON, KY 41008

Cell phone contact 502-525-1444

Email address Richelle.Wheeler@Carroll.kyschools.us

Set Up Time 7:15pm - START TIME 8pm
(We will begin our set up process 30-45 minutes before our service start time.)

Pricing

4 hour kiosk style photo booth service with attendant, unlimited sittings, personalized message, CD with all events photos & prop trunk: **\$500.00**

Travel Fee: **\$50.00**

Event balance due prior to set up \$550.00

2/7/2013

Signature _____ Date _____



All photos Available on Facebook at Showtime Photobooth

Please mail completed contract to:

Showtime Photobooth 8902 Hudson Lane Louisville, Ky. 40291

Fax 502-410-0448

Please make checks payable to Showtime Photobooth, LLC

If you have any questions, feel free to contact us at 502-594-9448. Thank you for your business!