



# Picture This Photo Booth Event Contract

Event Date: \_\_\_\_\_  
Client Information: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company Information: **Picture This Photo Booth**  
**Owner: John Artman**  
**Address: 317 Country Orchard Drive**  
**Lake Saint Louis, MO 63367**  
**Phone: (314) 753-8971**  
**Website: www.PictureThisPhotoBooth.com**  
**JohnArtman@PictureThisPhotoBooth.com**  
Email: \_\_\_\_\_

The date is not considered reserved until we receive the signed contract and the deposit. Please sign contract and send one copy back to Picture This Photo Booth along with the deposit. Once received, a receipt will be forwarded to you for the contract balance due the date of the event.

### RATES AND ADDITIONAL CHARGES

Photo Booth Price Including \_\_\_\_\_ Hours Of Service: \$ \_\_\_\_\_  
Video Booth Price Including \_\_\_\_\_ Hours Of Service: \$ \_\_\_\_\_  
Photo Uploader Price Including \_\_\_\_\_ Hours Of Service: \$ \_\_\_\_\_  
Additional Services Requested: \_\_\_\_\_ \$ \_\_\_\_\_  
Fuel Surcharge (In Excess Of 100 Miles Roundtrip): \$ \_\_\_\_\_  
Less Discounts: \$ \_\_\_\_\_  
**Contract Total:** \$ \_\_\_\_\_  
Less **NONREFUNDABLE** Deposit: \$ \_\_\_\_\_  
**TOTAL DUE THE DAY OF THE EVENT:** \$ \_\_\_\_\_

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, by and between \_\_\_\_\_ hereinafter referred to as the Purchaser, and **Picture This Photo Booth**, hereinafter referred to as the Photo And/Or Video Booth Service Provider. WITNESSETH NOW THEREFORE, in consideration of the promises and the agreements herein contained and intending to be legally bound hereby, the Parties do agree as follows:

1. The Purchaser hereby engages the Photo And/Or Video Booth Service Provider to provide Photo And/Or Video Booth services.  
The service to be performed at **Event Location Address:** \_\_\_\_\_

2. The said Photo And/Or Video Booth service shall consist primarily of providing Photo And/Or Video Booth services by means of a digital Photo And/Or Video Booth.

3. The Parties hereby agree that the Photo And/Or Video Booth service shall be provided on the following date and time of the engagement:

**Date:** \_\_\_\_\_ **Start Time:** \_\_\_\_\_ **Finish Time:** \_\_\_\_\_

The Purchaser agrees to pay to the Photo & Video Booth provider the following:

A non-refundable deposit of \$ \_\_\_\_\_ to secure the date and time. This amount shall be applied toward the total contract, as stated above. **Remaining balance is due the day of the event.** Services requested the day of the event that exceed the contracted time frame may not always be possible to provide additional performance time. However, when feasible, requests for extended services will be accommodated for an additional fee.

### ADDITIONAL TERMS AND CONDITIONS

The agreement of the Photo & Video Booth Service Provider to perform is subject to proven detention by accidents, riots, strikes, epidemics, acts of God, or any legitimate conditions beyond their control. If such circumstances arise, all reasonable efforts will be made by Picture This Photo Booth to find replacement entertainment at the agreed upon fees. Should Picture This Photo Booth be unable to procure a replacement, Purchaser shall receive a full refund (minus deposit). Purchaser agrees that in all circumstances, by Picture This Photo Booth liability shall be exclusively limited to an amount equal to the performance fee and not be liable for indirect or consequential damages arising from any breach of contract.

The purchaser and Photo & Video Booth Service Provider agree that this contract is not subject to cancellation unless both parties have agreed to such cancellation in writing. In the event the Purchaser breaches the contract, he or she shall pay the Photo & Video Booth Provider the amount set forth above as "Contract Total".

It is hereby further agreed; that the Purchaser shall be held liable for any injury or damages to the Photo or Video Booth specialist, or property of the Photo & Video Booth provider, while on the premises of said engagement, if damage \_\_\_\_\_ by Purchaser or guest, members of his organization, engagement invitees, employees, or any other party in attendance, whether invited or not.

It is understood that if this is a "Rain or Shine" event, Picture This Photo Booth compensation is in no way affected by inclement weather. For outdoor performances, Purchaser shall provide overhead shelter for setup area. The Photo & Video Booth provider reserves the right, in good faith, to stop or cancel the performance should the weather pose a potential danger to him, the equipment, or audience. Every effort will be made to continue the performance. However, safety is paramount in all decisions. The Photo & Video Booth provider's compensation will not be affected by such cancellation.

In the event of circumstances deemed to present a threat or implied threat of injury or harm to Picture This Photo Booth Staff or any equipment in Picture This Photo Booth's possession, Picture This Photo Booth reserves the right to cease performance. If the Purchaser is able to resolve the threatening situation in a reasonable amount of time, (Maximum of 15 minutes) Picture This Photo Booth shall resume performance in accordance with the original terms of this agreement. Purchaser shall be responsible for payment in full, regardless of whether the situation is resolved or whether Picture This Photo Booth resumes performance. In order to prevent equipment damage or liability arising from accidental injury to any individual attending this performance, Picture This Photo Booth reserves the right to deny any guest access to the Photo And/Or Video Booth or other equipment.

Purchaser shall provide Picture This Photo Booth with safe and appropriate working conditions. This includes a 6-foot by 6-foot area for setup, space for setting up the Photo And/Or Video Booth. Picture This Photo Booth requires a minimum of one 15-20-amp circuit outlet from a reliable power source within 50 feet (along the wall) of the set-up area. This circuit must be free of all other connected loads. Any delay in the performance or damage to the Photo And/Or Video Booth equipment due to improper power is the responsibility of the purchaser. Purchaser shall provide crowd control if warranted; and furnishing directions to place of engagement. Purchaser is responsible for paying any charges imposed by the venue. These charges may include, but are not limited to, parking, use of electric power.

In the event that inappropriate content is captured, recorded, printed, uploaded, witnessed, or exchanged with Picture This Photo Booth equipment, Picture This Photo Booth is not held liable for any actions or content generated by these guests. Inappropriate content may be discarded at the discretion of Picture This Photo Booth based on Photography Laws, and will not be published or stored. This agreement allows Picture This Photo Booth the right to use any photo or video for portfolio and advertisement purposes. Content will be uploaded to a secure website for purchasing by your guests. For any individual that does not desire to have their content displayed, their privacy will be respected and will be removed immediately.

Purchaser agrees to print the "Wedding Reception/Event Worksheet" from our website @ www.PictureThisPhotoBooth.com. If in the event one can not print the worksheet, one can be e-mailed or mailed. This worksheet will provide the Photo & Video Booth Provider with timelines and setup location for the event. It is to be returned to the Photo & Video Booth provider no later than 2 weeks prior to the event for it to be included in Picture This Photo Booth programming guidelines.

In the event of non-payment, Picture This Photo Booth retains the right to attempt collection through the courts. Purchaser will be held responsible for all court fees, legal fees, and collection costs incurred by Picture This Photo Booth. Purchaser shall be charged \$50 for each bounced check plus a \$10 service charge for each collection notice.

This agreement guarantees that Picture This Photo Booth will be ready to perform at the start time of the engagement. No guarantee is made as to Picture This Photo Booth arrival; however, Picture This Photo Booth requests that they be permitted 45 minutes before the engagement and 45 minutes after the engagement for setup and takedown.

By executing this contract as Purchaser, the person executing said contract, has agreed that he or she is eighteen (18) years of age, and he or she personally accepts and assumes full responsibility and liability under the terms of this contract.

THE PARTIES hereto promise to abide by the terms of this agreement and intend to be legally bound thereby.

**Signature: X** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Picture This Photo Booth Representative Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_