

PHOTO BOOTHS RENTAL AGREEMENT

SERVICE CONTRACT

The following contract and its terms will set forth an agreement between **Simply Soundz** (Provider) and (Client)the parties, for photo booth services during the designated service period. This written contract sets forth the full, written information of both parties and supersedes all other written and / or oral agreements between the parties.

SERVICE PERIOD

The service period will be from

.....

To

.....

On

.....

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.

PAYMENT

A deposit in the amount of R500 of the total balance is due upon the signing of this contract. The deposit will be non-refundable if the booking is cancelled less than 6 weeks prior to the event. The event is only reserved once the booking fee is received. The remaining balance is due no later than 1 week in advance of the Client's event date. If the balance has not been received by this due date, then **Simply Soundz** reserves the right to cancel the event.

ACCESS, SPACE & POWER FOR PHOTO BOOTH

Client will arrange for an appropriate space for the photo booth at event's venue. Client is responsible for providing power for the photo booth. The photo booth requires a 220 volt outlet from a reliable power source within 16 metres (preferably along a wall) of the set up area. The circuit must be free off all other connected loads. Any delays in the performance or damage to the photo booth equipment due to improper power are the responsibility of the client. The client shall provide crowd control if warranted and furnish **Simply Soundz** with directions to the event. Client

shall provide **Simply Soundz** with safe and appropriate working conditions and a solid floor. This includes a 1250 x 2000mm area for set up.

OUTDOOR PHOTO BOOTHS

Since we work with electrical equipment we prefer to be indoors, in the case of an outdoor setup we need to be in a spot that is:

- Totally dry
- Must be paved or a grassy surface (no dirt)
- Protected from extreme wind, heat and cold as well as direct sunlight
- Is not too dark

Our booths need a reliable source of 220-volt power, one that is just for us. We can't share with a DJ because there won't be enough for both of us. And that power source has to be reasonably close to where we will be working.

We need to be in a well-lit area to prevent any possible injuries.

If you can't put us someplace that fits these specifications, we may not be able to operate. If conditions change during an event, we may have to pack up and leave. No refund will be given in such a case.

DATE CHANGES & CANCELLATIONS

Any request for a date change must be made in writing at least thirty (30) days in advance of the original event date. Change is subject to photo booth availability and receipt of new Service Contract. If there is no availability for the alternative date, the booking fee shall be forfeited and event cancelled. Any cancellation occurring less than thirty (30) days prior to the event date shall forfeit any payments received.

IDLE HOURS AND TRAVEL COSTS

Idle hours can be arranged with the client at an additional cost. An example of idle hours is when the booth is booked for 4 hours, where the booth is operational from 5pm – 6pm and from 7pm-10pm. Between 6pm-7pm, the booth will be idle (at the client's request). This is usually for meals or speeches. This must be arranged no later than 2 weeks prior to the event.

We will arrive 60-90 minutes prior to the service start time and depart 30-60 minutes after the service end time. It will be required to arrive or depart outside of these windows, and then idle hours will be charged.

Travel costs are covered in any package up to a 30km radius of Pretoria East, Gauteng. A separate travel cost will be charged for area outside of this radius.

DAMAGE TO PROVIDER’S EQUIPMENT

Client acknowledges that they 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 their guests (invited or uninvited) or
- B. Any theft or disaster (including but not limited to fire or flood). Client acknowledges Provider shall have the right to decline service to Client’s guests (invited or not invited) for misuse, inappropriate photos or unruly behaviour.

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.

REFUSAL / DISRUPTION OF SERVICE

We are not the “fun police”, but in some rare occurrences we reserve the right to immediately refuse service, pack up, and depart from the venue. Services will be disrupted without a refund if:

- The attendants are harassed, threatened or abused by any guests (invited or uninvited)
- The equipment is damaged by the guests (invited or uninvited)

CHILDREN UNDER 12

In some rare cases we might have to enforce a “children under 12” policy in an effort to maintain order in and around the photo booth. The “children under 12” policy stated that children under the age of 12 will not be permitted in the photo booth without an adult present. The adult does not have to be in the photo with the child, but they must be supervising.

DRESS

We want to dress appropriately for your event. If you have any suggestions please indicate below. Some might incur additional costs (formal tuxedos or speciality costumes)

.....
.....

MODEL RELEASE OPTION. PLEASE SELECT YES OR NO

YES- I agree to the model release below

NO – I do not agree

Client agrees to, and understands the following: All guests using the photo booth hereby give to **Simply Soundz**, 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 **Simply Soundz**, from any liability, that may occur or be produced in the taking of said pictures or in any subsequent processing thereof, as well as any publication thereof, including without limitation any claims for libel or invasion of privacy.

.....

Initial

Date

ONLINE PHOTO HOSTING

We offer online photo hosting for all our events as part of all our packages. Your guests can share and download their favourite memories. We will not host the photos of school events or any children parties. Please let us know how you would like us to share your photos online:

Share online (with private link)

Do not share the photos ...xx....

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 conflict between parties, Client agrees to solve 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 the guests can log onto and order prints free of charge with free delivery as well as the ability to download the digital for their own use.

VENUE REQUIREMENTS:

Please communicate with the venue coordinator that we will require the following. If you are unable to request this from the venue coordinator, please send us their information and we will contact them on your behalf.

- 1 x 2.5m table
- 1 chair
- 1250 x 2000mm floor space
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MEALS (if applicable)

For most events, we plan to have 2 attendants operating the photo booth for the duration of the event.

Will the attendants be welcome to eat the venue provided meal?

Yes, the attendants may eat No, please eat before arriving

PHOTO DESIGN

We will customize your photo layout to match the theme of your event.

Requests / Suggestions

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What phrase must be on the photo strip?

.....

.....

Signature

.....

Date