



## RED EYE PHOTO BOOTHS

### SERVICE CONTRACT

The following contract and its terms will set forth an agreement between Red Eye Photo Booths (Provider) and \_\_\_\_\_ (Client) the parties, for photography services for an event taking place at \_\_\_\_\_ ("Event"). 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: \_\_\_\_\_ on [DATE] \_\_\_\_\_ . Provider agrees to have a Photo Booth operational during this period; but occasionally, operations may need to be interrupted for maintenance of the Photo Booth.

### PAYMENT

A non-refundable deposit in the amount of 50% of the total cost is due upon signing of this contract. The remaining amount is due 7 days in advance of Client's Event. If paying by credit card, Client agrees to have Provider charge Client's credit card for payment of services.

If the Client uses the equipment for a time period in excess of the service period agreed to in the invoice below, the overage in rental time will be billed to the Client at the following rates: \$75 per hour.

Payment for any overage in time must be paid before any images are made available for viewing. 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 or rental of Provider's equipment.

### ACCESS, SPACE & POWER FOR PHOTO BOOTH

Client will arrange for an appropriate space for the Photo Booth at Event's venue. (60"Lx36"Wx72"H). Client is responsible for providing power for the Photo Booth. (110V, 10 amps, 3 prong outlet).

### 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, the deposit shall be forfeited and event cancelled. Any cancellation occurring less than thirty days prior to the event date shall forfeit all payments received. Cancellations made prior to 30 days will forfeit their 50% retainer.

### 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

### 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 OPTION:**

**PLEASE CIRCLE ONE.** **YES** I agree to the model release below or **NO** I do not agree.

We realize some celebrity clients of ours as well as others wish the photos to remain private which is why we have the option above. We'd love to use your photos on our web site, but understand your privacy.

Client agrees to, and understands the following: All guests using the photo booth hereby give to Red Eye Photo Booths: 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 hold harmless Red Eye Photo Booths, 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.

**ONLINE VIEWING**

**PLEASE CIRCLE ONE.** **YES** I agree to the online viewing as described below or **NO** I do not agree.

Client agrees and understands that all pictures taken will be uploaded to the Provider's website for public, online viewing. Provider will make an effort to exclude inappropriate photos but Provider shall not be responsible if Client's and Client's Guests' inappropriate photos are uploaded. It is Client's responsibility to contact Provider to remove any inappropriate photos.

**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 several from the rest of this contract and shall not effect 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 90% 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. If no service is received by Client due to circumstances out of Providers control, Provider's maximum liability will be the return of all payments received from Client. Provider is not responsible for any consequential damages or lost opportunities upon breach of this agreement

**Contact Information**

<b>Name / Company</b>	
<b>Address</b>	
<b>City, State, Zip</b>	
<b>Type of Event</b>	
<b>Cell phone contact</b>	
<b>Other Phone#</b>	
<b>Email address</b>	
<b>Number of guests</b>	
<b>Bride &amp; Grooms name</b>	
<b>Colors / Event Theme</b>	
<b>Additional Info.</b>	

**Venue Information if applicable:**

<b>Name / Company</b>	
<b>Address</b>	
<b>City, State, Zip</b>	
<b>County</b>	
<b>Contact</b>	
<b>Phone#</b>	
<b>Email address</b>	

Item	Cost	Qty	Total
<b>Color</b> Basic Photo Booth - 4 hours	\$650.00		
<b>Black &amp; White</b> Basic Photo Booth - 4 hours	\$650.00		
Additional Travel Fee	\$50.00		
Personalized Logo / Text Banner	\$25.00		
*High Resolution Digital Images on DVD-ROM	\$0	1	FREE
Scrapbook Album	\$150.00		
Double Prints	\$75.00		
Idle Hour	\$30.00 hr		
Subtotal			\$
Tax – COUNTY @ ____%			\$
<b>TOTAL</b>			\$

\*A high resolution DVD of the client's images will be mailed within 5 days of the event and an upload of all images will be made to the web within 5 days of the event.

Client Signature: \_\_\_\_\_  
Date

Red Eye Photo Booths Signature: \_\_\_\_\_  
Date

Deposit Amount (50%) \$ \_\_\_\_\_ VIA: Credit Card / Personal Check / Money Order

*Please fax or e-mail completed contract.*

**Credit Card #** \_\_\_\_\_

*If you have any questions feel free to contact us!  
Thanks again for your business!*

**Expiration:** \_\_\_\_\_

**3 Digit Security Code:** \_\_\_\_\_

Red Eye Photo Booths  
13367 Madison Avenue  
Lakewood OH 44107

**Billing Zip:** \_\_\_\_\_

Phone: 800-856-6098 Fax: 216-502-3412

E-mail: [info@redeyebooths.com](mailto:info@redeyebooths.com)

**FOR COMPANY USE ONLY:**

Venue Stairs/Elevator:	Logo Requested:	Logo Approved:
Scrapbook Table / Linen:	Client Logo Requested:	Set up Time: