



FLOYD COUNTY BOARD OF EDUCATION
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Sherry Robinson, Chair - District 5
Linda Gearheart, Vice-Chair - District 1
Dr. Chandra Varia, Member - District 2
Rhonda Meade, Member - District 4
Junior Newsome, Member - District 3

Consent Agenda Item (Action Item): Approve the use of Picture Perfect Photo Booth for Prestonsburg High School Prom on May 4, 2019.

Applicable Statute or Regulation: Board policy states that only the board of education/superintendent can enter into contract or agreement.

Fiscal/Budgetary Impact: Prom fundraising by the junior class of PHS.

History/Background: Prestonsburg High School prom committee is requesting a photo booth for prom evening.

Recommended Action: Approve the agreement between Floyd County Schools\Picture Perfect Photo Booth Service Agreement.

Contact Person(s): Jamie Adams, Lori Bricken


Principal


Director


Superintendent

Date: April 1, 2019

The Floyd County Board of Education does not discriminate on the basis of race, color, national origin, age, religion, marital status, sex, or disability in employment, educational programs, or activities as set forth in Title IX & VI, and in Section 504.

PICTURE PERFECT PHOTO BOOTH LLC. SERVICE AGREEMENT

This service agreement (the "Agreement") is made and entered into on this the _____ day of _____, 20____, by and between the "Client" (in Section I below) and Picture Perfect Photo Booth LLC ("PPPB")

1. CLIENT AND EVENT INFORMATION

Client Information	
Name:	_____
Address:	_____
City, State, Zip:	_____
Phone:	E-Mail: _____

Event Information		
Event Date:	Type of Event: _____	
Location:	_____	
Address:	_____	
City, State, Zip:	_____	
Contact Person:	Tel: _____	
Event Start Time:	Event End Time:	No. of Guests _____
Set Up Time:	Breakdown Time:	Additional Hrs _____

2. PACKAGE OPTION (SELECT ONE)

2 HOUR PACKAGE (MON-THU ONLY) INCLUDES:	PRICE: \$450	<input type="checkbox"/>
2 hours of event booth time	Unlimited sessions during event	
2 x6 photo strip prints	Large assortment of fun props	
Photo booth attendant	Photo booth delivery/setup/removal	
Digital copy of photo strips and individual pictures		

3 HOUR PACKAGE INCLUDES:	PRICE: \$650	<input type="checkbox"/>
3 hours of event booth time	Unlimited sessions during event	
2 x6 photo strip prints	Optional customized event photo print strips	
Large assortment of fun props	Photo booth attendant	
Digital copy of photo strips and individual pictures	Photo booth delivery/setup/removal	
Personalized photo strip graphic for your event		

4 HOUR PACKAGE INCLUDES:	PRICE: \$750	<input type="checkbox"/>
4 hours of event booth time	Unlimited sessions during event	
2 x6 photo strip prints	Optional customized event photo print strips	
Large assortment of fun props	Photo booth attendant	
Digital copy of photo strips and individual pictures	Photo booth delivery/setup/removal	
Personalized photo strip graphic for your event		

WHEREAS, PPPB is in the business of providing an entertainment service in the form of a photo booth rental for various events; and

WHEREAS, the Agreement contains PPPB's terms and conditions of engagement, and

WHEREAS, the Client wishes to engage the services of PPPB,

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

TERMS AND CONDITIONS

3. PAYMENT

A non-refundable deposit, reserving event date and time for Client, in the amount of \$150 is due upon execution of the Agreement. The remaining balance, as indicated by package choice in paragraph 2 of the Agreement, is due and payable 30 days prior to the date of Client's event. Service will not be performed unless balance has been paid in full. All payments shall be made either in cash or by check made payable to Picture Perfect Photo Booth L.L.C., 328 South Roberts Drive Prestonsburg, KY 41653. Client agrees that in addition to any and all other legal rights and remedies PPPB may have, Client shall pay \$50.00 NSF fee for any and all returned checks written by Client to PPPB for payment of service.

4. PHOTO BOOTH OPERATIONS

PPPB agrees to have photo booth operational for the time period as indicated in paragraph 2 ("Service Period") of the Agreement. Client acknowledges and agrees that operation of the photo booth may require reasonable time for maintenance resulting in interruption of service. PPPB agrees to provide a representative on site at event to maintain and operate photo booth. Representative will arrive 60 minutes prior to the beginning of the agreed upon Service period to set up the photo booth and remain 60 minutes after the conclusion of the Service Period for breakdown and removal of photo booth.

5. LIMITATION ON LIABILITY

In the event of equipment failure, or maintenance needs in excess of 30 minutes, PPPB agrees to extend the service period as necessary to make up time to Client or provide Client with a prorated refund based on the actual time photo booth was in service. In the event of printer malfunction, PPPB agrees to provide Client with web site address to print event photos on-line subsequent to the Service Period. In the event PPPB is unable to provide Client with an operational photo booth for at least a pro-ratable portion of the Service Period, Client agrees that PPPB's liability is limited to a refund of the payment received for services. PPPB shall not be liable under any contract for direct, indirect, incidental or consequential damages (including but not limited to) damages for lost profits or increased expenses as to any claim arising out of this Agreement.

6. INDEMNIFICATION

To the fullest extent permitted by law, Client agrees to defend, including but not limited to attorney fees, pay on behalf of, indemnify, and hold harmless PPPB, its members, employees, and agents, against any and all claims, demands, suits or loss, including all costs associated therewith, for any and all damages which may be asserted, claimed, or recovered against or from PPPB, its members, employees, and agents, by reason of personal injury, death, and/or property damage, including loss of use thereof, which arises out of or is related to Client's event.

7. VENUE ACCESS/POWER/SPACE REQUIREMENTS

Client agrees to provide PPPB a safe and appropriate work environment. Client is to be responsible for notifying the venue, procuring adequate space and access for the Photo Booth at the venue. Client is responsible for arranging access to venue 90 minutes prior to Service Period and for 60 minutes after Service Period. Client agrees to pay for and provide to PPPB any venue fees, parking fees, passes or permits if applicable. Client agrees to insure clear ingress and egress within the venue for equipment delivery and removal at same level or with elevator access. The Client agrees to provide level space for the set up of photo booth of approximately 10' x 10' x 8' in dimension and space for a 3 x 5 table for props and area for booth user preparation. Client agrees to insure power source of 110 VAC, 15/20 amp, 3 prong outlet is available within 25 feet of the setup area.

8. DAMAGE TO PPPB EQUIPMENT

Client agrees that it shall be responsible for any and all property damage or loss to PPPB of its equipment as a result of Client's actions or those of its guests, employees, licensees, or invitees in connection with Client's event, or any other party in attendance.

9. CANCELLATIONS, DATE CHANGES

Requests for change of date must be made in writing to PPPB at least 30 days in advance of date of original event. Change of date for event is subject to availability. In the event no alternate date is available or Client cancels with less than 30 days notice, Client agrees that all payments received by PPPB shall be retained by PPPB as liquidated damages for having reserved the event date.

10. FULL UNDERSTANDING OF THE PARTIES

This Agreement contains the entire understanding of the parties. With respect to the subject matter hereof and there are no representations, warranties, covenants, or undertakings other than those expressly set forth herein.

11. WAIVER

No waiver of any breach by Client of the terms of this Agreement shall be deemed a waiver of any subsequent breach, nor shall any failure of PPPB to enforce promptly the terms of the Agreement in the event of breach be construed as a waiver of any rights hereunder in respect to such breach.

12. SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

13. FORUM

This Agreement shall be construed, interpreted, and enforced under the laws of the state in which the event business is taken place.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date first written above.

Print

Picture Perfect Photo Booth L.L.C.

Date

By: Brandon Felner, Member