

Kenton County School District | It's about ALL kids.

Issue Paper

DATE:

September 2, 2021

AGENDA ITEM (ACTION ITEM):

Consider/Approve Contract with Picture Perfect Photobooth, LLC to provide photo booth services for the Dixie Heights Homecoming to be held on Saturday, September 25, 2021 in the school gymnasium.

APPLICABLE BOARD POLICY:

01.1 Legal Status of the Board

HISTORY/BACKGROUND:

Dixie Heights High School would like to enter into an agreement with Picture Perfect Photobooth to provide a photo booth for the 2021 Homecoming dance being held in the gymnasium at Dixie Heights High School on 9/25/21 from 8:00 p.m. until 11:00 p.m.

FISCAL/BUDGETARY IMPACT:

The dance will be sponsored by the Dixie Heights High School Student Council and all expenses will be paid from the Student Council school activity account. Money raised will benefit the Student Council members and Dixie Heights High School students.

RECOMMENDATION:

Approval to Contract with Picture Perfect Photobooth, LLC to provide a photo booth for the 2021 Homecoming dance being held on 9/25/21.

CONTACT PERSON:

Phoebe Swank/Teresa Catchen



Principal/Administrator



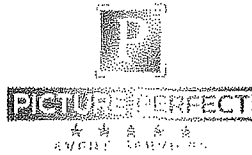
District Administrator



Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.

Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent's mailbox.



SERVICE CONTRACT

The following contract and its terms will set forth an agreement between Picture Perfect Photobooth LLC (Provider) and **Phoebe Swank** (Client) the parties, for photography services for an event taking place at **Dixie Heights High School** (Venue Location). 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: **8:30PM to 10:30PM** (set up one hour earlier) on **Saturday, September 25, 2021** (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 minimal amount of \$350 is due upon signing of this contract. The remaining amount is due 7 days in advance of Client's Event. If paying by credit, 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 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.

In the event that the Provider is charged with any third party fees or unloading fees upon arrival from the venue, Client is responsible for reimbursing Provider for any and all expenses.

ACCESS, SPACE & POWER FOR PHOTO BOOTH

Client will arrange for an appropriate space for the photo booth at Event's Venue. (144"L x 120"W x 96"H). The provider provides two prop tables. One is 3'x 3' and the other is 6'x 3'. Client is responsible for providing power for the photo booth. (110V, 10 amps, 3 prong outlet).

DATE CHANGE & 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

OUTSIDE EVENTS

PLEASE CIRCLE ONE: Will Your Booth Be Outside or Inside

If Client makes arrangements for the photo booth to be outside, the Client is responsible for providing shelter to prevent any rain or other harmful weather from damaging the photo booth equipment. If the client cannot provide shelter, Picture Perfect will offer to provide shelter for an additional fee and a two week advanced notice. The shelter should be a minimum of 12'L x 12'W x 8'H and have a minimum 2 walls present (to prevent wind, rain, sun, and clouds). If the client does not arrange for shelter or provide shelter then the Provider has the authority to make judgment calls on what is hazardous weather and when to pack up the equipment due to hazardous weather, with no consequence to the Provider.

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.

Client agrees and understands that all pictures taken will be uploaded and provided as digital files online. 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 severed 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 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 website to the Client where their guests can log on 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 Provider's 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. If the client does not pick a logo within 3 days of their event, then the company has the right to pick and customize a logo for the event. The company is not responsible for any dis-taste of such last-minute logos.

Booth Style Options:

Please circle your booth style (availability limited for select styles; no selection will default to the Big Black Booth). If you do not choose a booth style within 24 hours of the event, we will choose one that best fits the event.

- | | | |
|----------------------------------|---|-------------------------------------|
| 1) Box Booth (+\$300) | 2) The Big Black Booth | 3) Open Air Booth |
| 4) Fashion Runway (+\$50) | 5) LED Booth (LED Color effect shows best in dark quarters & Electric fan makes some noise) | 6) Flip Booth Software (+\$350) |
| 7) Slow motion Software (+\$200) | 8) Mirror Booth (+\$100) *Should be placed inside for best results | 9) Augmented Reality Booth (+\$151) |

Contact Information

Name	Phoebe Swank
Type of Event	Homecoming dance
Cell Phone Contact	(606) 748-5772
Second Phone Contact For Day of The Event	
Email Address	phoebe.swank@kenton.kyschools.us
Address	
City, State, Zip	
Number of Guests	
Guest(s) of Honor	
Colors / Event Theme	
Additional Info.	
# Hashtag (Optional)	

How Did You Hear About Picture Perfect?

	TV Ads		Radio Ads
	Google Search		Better Business Bureau
	The Knot		Facebook
	WeddingWire.com		Twitter
	Thumbtack.com		Gigsalad.com
	MyWedding.com		Gigmaster.com
	Bridal Expo		Jwiz.com
	Other:		

Venue Information if applicable:

Name / Company	Dixie Heights High School
Wi-Fi Username	
Wi-Fi Password	
Address	3010 Dixie Highway
City, State, Zip Code	Edgewood, KY 41017
Phone Number	

PROVIDING FOOD

Please circle if you will be providing food for the photo booth attendant. **YES / NO**

PARKING/LOADING DETAILS

If there are any specific parking or loading directions for your event, please let us know.

ADDITIONAL DETAILS

If you have any additional details or specific instructions for your event, then please use the following box to let us know.

Name	Cost	Sales Tax	Quantity	Total
Four Hour Photo Booth Service	\$950.00	Non Tax	0	\$0.00
Glam Filter	\$75.00	\$0.00	0	\$0.00
Three Hour Photo Booth Service	\$925.00	Non Tax	0	\$0.00
Two Hour Photo Booth Service	\$885.00	Non Tax	1	\$885.00
Video option	\$25.00	\$1.69	1	\$25.00
Personalized Photo Strip Service	\$25.00	Non Tax	1	\$25.00
Over 100 Photobooth Props	\$25.00	\$1.69	1	\$25.00
Memory Album	\$25.00	\$1.69	1	\$25.00
Convert your photos into gifs with this add-on.	\$0.00	\$0.00	1	\$0.00
Cd of all the pictures and videos taken at the event	\$5.00	\$0.00	0	\$0.00
Extra Hours Service	\$75.00	Non Tax	0	\$0.00
Idle Hour Service	\$25.00	Non Tax	0	\$0.00
Fashion Runway	\$50.00	\$0.00	0	\$0.00
The Mirror Booth	\$100.00	\$0.00	0	\$0.00
Add more specialized props to your event.	\$40.00	\$0.00	0	\$0.00
Green Screen	\$50.00	\$0.00	0	\$0.00
Unlimited 4"x6" Photo Strips	\$50.00	\$0.00	0	\$0.00
Unlimited 6"x8" Photo Strips	\$100.00	\$0.00	0	\$0.00
Photobooth Picture Frames	\$90.00	\$0.00	0	\$0.00
Box Booth Upgrade	\$300.00	\$0.00	0	\$0.00
Able to choose filter for pictures	\$75.00	\$0.00	0	\$0.00
Choose filters from snap chat	\$75.00	\$0.00	0	\$0.00
Red Carpet (Includes Gold Poles)	\$50.00	\$0.00	0	\$0.00
Flash Drive	\$18.00	\$0.00	0	\$0.00
Magnetic Strips	\$25.00	\$0.00	0	\$0.00
Premium Backdrop	\$25.00	\$0.00	0	\$0.00
Custom Backdrop (Additional \$150 will be charged if not decided 2 weeks before event)	\$220.00	\$0.00	0	\$0.00
Generator for powering booth	\$50.00	\$0.00	0	\$0.00
External Monitor	\$75.00	\$0.00	0	\$0.00
Photobooth Collage	\$80.00	\$0.00	0	\$0.00
Flip Booth	\$350.00	\$0.00	0	\$0.00
Slow-Motion Booth	\$200.00	\$0.00	0	\$0.00
Booth Shelter Tents for Outside Events	\$50.00	\$0.00	0	\$0.00
Camera Upgrade: Nikon D750	\$50.00	\$0.00	0	\$0.00
Party Print App Small	\$300.00	\$0.00	0	\$0.00
Retail Price				\$985.00
Your Discount				-\$185.00
Sales Tax				+\$5.06
Subtotal				\$800.00
Final Total				\$805.06

*Video option is included in the standard software and is included in the discount price.

*An upload of all images will be made to the web within 4 weeks of the event.

Total: \$805.06

Client Signature: _____

Date: _____

Picture Perfect Photobooth, LLC Signature: _____

Payment Amount (minimum of \$350) \$ _____ **VIA:** Credit Card / Personal Check / Money Order / Cash

*By paying the deposit, you are agreeing to the non-refundable deposit terms.

Card Number: _____ **Name On Card:** _____ **Number On Back:** _____

Zip Code: _____ **Expiration Date:** _____

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

Picture Perfect Photobooth LLC
7546 McEwen Rd Dayton, OH 45459 **Phone Number:** (937) 985-4737

E-mail: info@pictureperfectohio.com **Fax:** (937) 412-0642

COMPANY USE ONLY:

Green Screen:	Back Drop Style:	Logo Requested:
Venue Stairs/Elevator:	How Did You Hear About Us:	Extra Information: