



Issue Paper

DATE:

February 10, 2022

AGENDA ITEM (ACTION ITEM):

Consider/Approve the contract between Simon Kenton High School and Queen City Photo Booths for Simon Kenton's prom on May 14, 2022.

APPLICABLE BOARD POLICY:

01.1 Legal Status of the Board

HISTORY/BACKGROUND:

Simon Kenton has traditionally offered a photo booth as part of the prom. Queen City Photo is available and can provide this service on the date requested.

FISCAL/BUDGETARY IMPACT:

\$750 deposit from school senior class account.

RECOMMENDATION:

Approval to enter a contract with Queen City Photo for Simon Kenton's prom on May 14th.

CONTACT PERSON:

Craig Reinhart/Laura Schneider

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.



TERMS OF CONTRACT

The following contract and its terms will set forth an agreement between Queen City Photo Booths (Provider) and Simon Kenton High School the parties, for photo booth services for an event taking place on (date) May 14 from the period between 7 PM to 11 PM at (the venue) Receptions, Erlanger

Basic Package: Unlimited photo sessions; props; custom photo strip; digital pictures (flash drive)

Additional Fee: ☐Memory Book ☐Green-Screen ☐Early Set-up

TOTAL AMOUNT: \$ 750.00

1. **Payment:** A non-refundable deposit in the amount of \$100 is due upon signing of this contract to secure the event date. The remaining amount is due 10 days prior to the event. If payment is not received 10 days prior to your event, the services by the Provider will not be rendered and all payments received will be forfeited, unless other arrangements have been made. Visa, MasterCard, American Express, and Discover through Square Inc. are accepted methods of payment.

2. **Date Changes & Cancellations:** Request for a date change must be made in writing at least 30 days in advance of the original event date. Change is subject to photo booth availability and receipt of a new contract. If there is no availability for the alternate date, the deposit shall be forfeited and event cancelled. Any cancellation occurring less than 30 days prior to the event date shall forfeit all payments received.

3. **Outdoor Events:** If photo booth is to be used in an outdoor setting, prior arrangements must be made. Client is responsible for ensuring that the photo booth is under protective covering and leveled ground, regardless of weather or location. In the event that services end early due to inclement weather during an outdoor event, client will not receive a refund in part or in full.

4. **Damages:** Client acknowledges that he/she shall be responsible for any and all willful damages or loss to the photo booth equipment (e.g. computer, camera, printer, props).

5. **Misconduct:** Client agrees that any rude or threatening comments or inappropriate actions by attendees or guests will terminate the booth at the discretion of the technician on site.

6. **Indemnification:** Client agrees that the Provider and/or its employees are not responsible for or liable for any injuries caused by related activities at the event location or related to photo booth activity by guests.

7. **Space Requirements:** Client agrees that a minimum 7' by 7' area will be provided for the photo booth with additional space allotted for a props table, if applicable. Space should be located in a safe area on a leveled ground.

8. **Power Requirements:** Client agrees that power for the photo booth be within 15 feet of the position of the booth. One standard, three-prong outlet should be made available to the Provider on the day of the event. If only a two-prong outlet is available, the Provider will provide a two-prong adaptor at no cost, given that client informs that one week prior to the event.

9. **Venue Access:** Client agrees that access to the venue will be provided at least 60 minutes before and 30 minutes after the event for setup and ^{breakdown} ~~break-down~~.

10. **Power Failure:** Client agrees that, in the case of a power outage at the location due to any circumstances outside the technician's jurisdiction, the contract will run accordingly.

11. **Photo Booth Operation:** Client understands that the Provider takes the utmost care regarding equipment function, photo quality, and printing. However, due to the nature of technology, some downtime may occur. The Provider guarantees its equipment to be operational at least 80% of the scheduled rental time, and we will refund a pro-rated amount of the rental price for any downtime beyond. If the printer fails to print out photos on site, the Provider will mail the photo prints to the Client at no cost.

12. **Model Release:** Client agrees to and understand the following: All guests using the photo booth hereby give the Provider 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, client hereby releases, discharges and agrees to save harmless the Provider, 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.

13. **Children under 12:** For safety reasons, children under the age of 12 will not be permitted in the photo booth, if not supervised by an adult.

14. **Legally Binding Contract:** Client agrees that the terms of this contract are legally binding.

I have read, understand, and accept the terms of this agreement

Print

Signature

Accepted Date

After making your deposit, return signed contract to qcityphotobooshs@gmail.com. Please keep a copy of the above contract for your records.

Thank you for your business!