



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

Issue Paper

DATE:

May 17, 2023

AGENDA ITEM (ACTION ITEM):

Consider/Approve the contract with Say Cheese Photo Booth and Dixie Heights High School Student Council for use of The Halo photo package for Homecoming 2023.

APPLICABLE BOARD POLICY:

01.1 Legal Status of the Board

HISTORY/BACKGROUND:

Each year Dixie Heights High School Student Council holds a Homecoming dance in the high school gym. As part of the dance they would like to include the Halo photo package for additional photo opportunities at the dance.

FISCAL/BUDGETARY IMPACT:

The cost for the Halo photo package is \$1275.00 and will be paid from the Dixie Heights High School Student Council school activity account.

RECOMMENDATION:

Approval to contract with Say Cheese Photo Booth and Dixie Heights High School Student Council for use of The Halo photo package for Homecoming 2023.

CONTACT PERSON:

Teresa Catchen

[Handwritten signature]
Principal/Administrator

[Handwritten signature]
District Administrator

[Handwritten signature]
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.



This agreement is made and entered into by Say Cheese Photo Booth and Phoebe Swank (hereafter "Client") on Wednesday 7th of June 2023 12:29pm. Client wishes to rent a The Halo , Spinster 360 (Cheesier Package & Spinster 360 package) on Saturday 30th of September 2023 from 7:00 pm to 10:00 pm. Client agrees to purchase this service for \$1275.00 plus any applicable tax.

Note: "Client" is defined as the person/organization purchasing this service agreement and includes any individual/organization acting on client's behalf.

Deposit Payment, Fees and Cancellation Charges

An initial \$50 deposit payment must be made to secure client's booking unless otherwise specified by Say Cheese. This can be paid automatically through the client's online portal (<https://booking.saycheesephotobooth.com/manage?id=927&surname=Swank>) or over the phone by calling (513) 256-3460. Deposits are non-refundable, yet transferrable subject to availability of inventory on the new date.

All cancellations must be made by contacting Say Cheese. Once your event has been cancelled, your event date will immediately be available for other people to book. *Please note all refunds of money paid will incur a fee to cover the transaction costs set in place by our 3rd party payment providers.

Cancellation 30 days or more before Saturday 30th of September 2023 - refund of any amount paid, excluding \$50 deposit

Cancellation within 30 days of Saturday 30th of September 2023 - refund of only 70% of the full booking cost, excluding \$50 deposit

Balance payment is required no later than 5 days before Saturday 30th of September 2023, unless otherwise specified and approved by Say Cheese.

Client Agrees

1. Client is responsible to ensure that the venue management and/or staff have agreed for Say Cheese to be in attendance at their venue at the agreed time and sufficient space exists for the photo-booth to be set up and operated.
2. A 120v electrical outlet or power source will be available or made available by client for outdoor events. Client will ensure through his or her correspondence with event venue that a table for scrapbooking and/or props (if applicable) will be made available by the event venue or the client. By default, a covered shelter (solid to protect from rain) must be provided for the photo booth by the venue or client for all outdoor events, unless otherwise approved by Say Cheese.
3. Client will be responsible for any damage caused to the photo booth during the allotted rental time by any of his or her/organization's guests. Such damage shall be determined by Say Cheese management and constitutes the following: damage of equipment including camera, printer, CPU, wires, and exterior surfaces due to spills and/or abuse of equipment
4. Client indemnifies Say Cheese Photo Booth from any injuries incurred during the client's event due to carelessness or misuse of all provided equipment and/or supplies or through unsupervised activity of minors.
5. Even if the client's event starts late or runs late, the rental period will still be from 7:00 pm to 10:00 pm.
6. Scrapbook (if provided by and completed by Say Cheese) will be placed on the gift table by default, unless another location or person is designated by the client to receive it at the conclusion of the rental time.
7. By default, installation and removal of booth shall be coordinated between Say Cheese and the event venue. If event venue does not provide event management personnel, installation and removal shall be coordinated with client or his/her/organization's representative

Cheese.

8. In the unlikely event of mechanical or electrical failure within the photo booth during the rental usage time, the maximum liability assumed by Say Cheese shall be a pro-rated refund of rental time not used. In the unlikely event that digital photos cannot be provided after the event due to a mechanical and / or software failure inside the booth or by other means, a maximum refund of \$25 will be issued to the client.

9. Idle/ downtime (if applicable) over 30 minutes is charged at \$35.00 per hour.

10. For safety, children must be accompanied by a parent or guardian while using the photo booth.

11. Upon signing of service agreement, client grants permission to Say Cheese to use any digital copy of photo strips and/or pictures of people using the photo booth for advertising purposes. Any requests by client and / or client's guests to remove online photos will be honored by Say Cheese. Digital photos of minors from school events will NOT be published online at any time.

12. Props are considered a rented item and remain property of Say Cheese Photo Booth.

13. Digital copies of photos sent via WiFi *during* the event: In some cases, WiFi may not be provided by the host venue, or insufficient bandwidth may slow or even prevent photos from being delivered to phones via SMS or email. In such a case, all digital photos will be queued and sent once a WiFi connection can again be established.



This agreement is made and entered into by Say Cheese Photo Booth and Phoebe Swank (hereafter "Client") on Wednesday 7th of June 2023 12:29pm. Client wishes to rent a The Halo , Spinster 360 (Cheesier Package & Spinster 360 package) on Saturday 30th of September 2023 from 7:00 pm to 10:00 pm. Client agrees to purchase this service for \$1275.00 plus any applicable tax.

Note: "Client" is defined as the person/organization purchasing this service agreement and includes any individual/organization acting on client's behalf.

Deposit Payment, Fees and Cancellation Charges

An initial \$50 deposit payment must be made to secure client's booking unless otherwise specified by Say Cheese. Payment must be received within 24 hours of time of reservation in order to confirm the booking. This can be paid automatically through the client's online portal (<https://booking.saycheesephotobooth.com/manage?id=927&surname=Swank>) or over the phone by calling (513) 256- 3460. Deposits are non-refundable, yet transferrable, subject to availability of inventory on the new date.

All cancellations must be made by contacting Say Cheese. Once your event has been cancelled, your event date will immediately be available for other people to book. *Please note all refunds of money paid will incur a fee to cover the transaction costs set in place by our 3rd party payment providers.

• Cancellation 60 days or more before Saturday 30th of September 2023 - refund of any amount paid, excluding \$50 deposit

• Cancellation within 60 days of Saturday 30th of September 2023 - refund of only 70% of the full booking cost, excluding \$50 deposit

Balance payment is required no later than 5 days before Saturday 30th of September 2023, unless otherwise specified and approved by Say Cheese.

Client Agrees

1. Client is responsible to ensure that the venue management and/or staff have agreed for Say Cheese to be in attendance at their venue at the agreed time and sufficient space exists for the photo booth to be set up and operated.
2. A 120v electrical outlet or power source will be available or made available by client for both indoor and/or outdoor event spaces. Client will ensure through his or her correspondence with event venue that a table (cocktail size or larger) will be made available for use of the photo booth. A covered shelter (solid to protect from rain and provide proper shade for photos and videos) must be provided for the photo booth by the venue or client for all outdoor events, unless otherwise approved by Say Cheese.

her/organization's guests. Such damage shall be determined by Say Cheese management and constitutes the following: damage of equipment including camera, printer, CPU, wires, and exterior surfaces due to spills and/or abuse of equipment

4. Client indemnifies Say Cheese Photo Booth from any injuries incurred during the client's event due to carelessness or misuse of all provided equipment and/or supplies or through unsupervised activity of minors.

5. Even if the client's event starts late or runs late, the rental period will still be from 7:00 pm to 10:00 pm.

6. 121 square feet of space is required for guest safety and proper operation of the Spinster 360 booth. Please ensure this spatial requirement can be accommodated in your venue's floor plan.

7. By default, installation and removal of booth shall be coordinated between Say Cheese and the event venue. If event venue does not provide event management personnel, installation and removal shall be coordinated with client or his/her/organization's representative directly. Once installed, the booth shall not be moved by anyone other than Say Cheese staff, unless approved by Say Cheese.

8. In the unlikely event of mechanical or electrical failure within the photo booth during the rental usage time, the maximum liability assumed by Say Cheese shall be a pro-rated refund of rental time not used. In the unlikely event that digital photos cannot be provided after the event due to a mechanical and / or software failure inside the booth or by other means, a maximum refund of \$25 will be issued to the client.

9. Idle/ downtime (applies only when a photo booth attendant is included with package) over 30 minutes is charged at \$35.00 per hour.

10. For safety, children should be ALWAYS be accompanied by a parent or guardian while using the Spinster 360 photo booth.

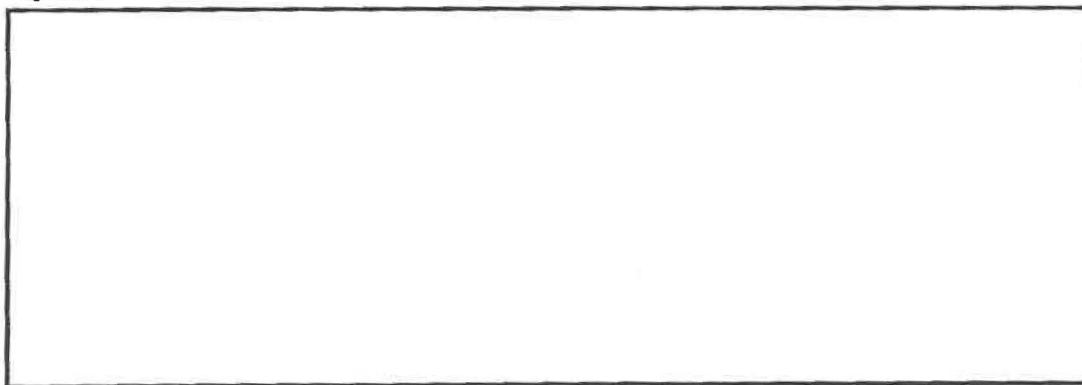
11. Client understands Say Cheese may use digital copies of photo booth photos and/or pictures of people using the photo booth for advertising purposes, unless specified by the client not to do so. Any requests by client and/or client's guests to remove online photos will be honored by Say Cheese.

12. Props are considered a rented item and remain property of Say Cheese Photo Booth.

13. Digital copies of photos sent via WiFi *during* the event: In some cases, WiFi may not be provided by the host venue, or insufficient bandwidth may slow or even prevent photos from being delivered to phones via SMS or email. In such a case, all digital photos will be queued and sent once a WiFi connection can again be established.

To sign the document, either click and drag with your mouse, or if you are using a touchscreen device such as a smart phone or tablet, you may sign with your finger.

Signature

A large rectangular box with a black border, intended for a signature.

Clear Signature

Signer Name *

Accept & Proceed

By proceeding with this contract, you acknowledge that this e-signature forms the basis of this legally binding document, and that your IP address and location have been recorded as proof of your intent to sign under the UETA and ESIGN act (United States), the Electronic Communications Act 2000 (United Kingdom), the eSignature Directive (1999/93/EC) (European Union), and the worldwide electronic signature law. More information may be found [here](#).

