

# SHOWTIME PHOTOBOOTH, LLC - SERVICE CONTRACT

The following contract and its terms will set forth an agreement between SHOWTIME PHOTOBOOTH, LLC (Provider) and North Oldham High School, the parties, for photo booth services for an event taking place at Seelbach Hilton. 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: 8-11pm on [DATE] 4/27/24. Provider agrees to have a Showtime Photobooth operational for a minimum of 90% during this period; occasionally, operations may need to be interrupted for maintenance of the Photo Booth.

**PAYMENT: There is no deposit required for this event. The total balance is required prior to set up at event. We accept checks, cash, money order, and Visa or Mastercard through Square (\*Note a 3% online convenience fee will be added to all credit card transactions)**

If the client wishes to use the equipment for a period more than the service period agreed to in the invoice below, the overage in service time will be billed to the operator at the following rates: \$100 per hour. Time may be added at the sole discretion of the attendant on duty. Payment for any additional time must be paid before additional hours are provided. 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.

## ACCESS, SPACE & POWER FOR PHOTO BOOTH

**Client will arrange for an appropriate sheltered space and solid flat surface for the Photo Booth at event's venue. (8' deep x 6' wide x 6' high). Client is responsible for providing power (110V, 10 amps, 3 prong outlet) for the Photo Booth within 10 feet of booth location. NOTE: We do not service outdoor events between November 1<sup>st</sup> and March 1<sup>st</sup>, unless provisions in this agreement specify exception.**

## DATE CHANGES & CANCELLATIONS

Any request for a date change must be made in writing at least fourteen (14) days in advance of the original event date. Change is subject to photo booth availability and receipt of a new Service Contract (if requested). If there is no availability for the alternate date or you do not wish to schedule an alternate date, the non-refundable deposit (if applicable) shall be forfeited, and event cancelled. For events with no deposit required, any cancellation up to fifteen days (15) prior to the event, the client is responsible for payment of \$50 cancellation fee. Any cancellation fourteen (14) days or less prior to the event, the client is responsible for 50% of the event balance. Any day of cancellation, the client is responsible for 100% of event balance. Cancellation fees due within 10 days of scheduled event.

**Should event be rescheduled for any reason, client can reschedule the event one time with no penalty, if the event is held within 12 months of date of cancellation. \* (\*based on availability). Should event not be rescheduled and held within 12 months of date of cancellation, the original cancellation policy will be in effect.**

## 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 or disaster (including but not limited to fire, flood or earthquake).

## 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 Showtime Photobooth, its representatives, employees or affiliates at Client's event.

## MODEL RELEASE OPTION

**We'd love to post your photos on our web site for the enjoyment of your guests. We realize some clients want the photos from their event to remain private, which is why we have the option below. We will not use your photos in any published ad. But we must have "yes" circled below to post to our online galleries. Circling no will still be posted but require a password to view.**

## PLEASE CIRCLE ONE & INITIAL.

YES ☐ I agree to the model release below or NO I do not agree ☒ Password \_\_\_\_\_ (must be 6 or more characters)

Client agrees to, and understands the following: All guests using the photo booth hereby give to **Showtime Photobooth, LLC**: 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 save harmless Showtime Photobooth, LLC, 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.

## 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 separate 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. In the unlikely event the photo printer malfunctions and cannot be repaired or replaced in a timely manner, client and guests will have access to an event album link to download the digital files for their own use free of charge, as well as the ability to send photos to themselves via SMS text on-site.

## 2024 Event & Contact Information

Event Date 4/27/24 Booth Style Full Size booth

Service Time 8-11pm Type of Event senior prom

Venue Name & Location Seelbach Hilton

Outdoor Event (circle one) Yes ☒ No Estimated # of guests 300

Print Choice (circle one) B&W Color Sepia

Client Name North Oldham High School

Company (if applicable) \_\_\_\_\_

Mailing Address 1815 Hwy 1793

City, State, Zip Goshen, KY 40026

Cell phone contact 270-519-8900 Lindsey Gilpin

Email address lindsey.gilpin@oldham.kyschools.us

Set Up Time 7 pm  
(We typically will begin our set up process 45-60 minutes before our service start time.)

### Pricing

3 hour Full Size booth service, onsite attendant, instant prints, personalized photo layout,  
unlimited sittings, props, & online gallery **\$ 595.00**

Texting feature: Add \$25/flat Included (no charge)

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**Balance due prior to set up: \$ 595.00**

Signature \_\_\_\_\_

Date 2.2.24



All photos Available on Facebook at Showtime Photobooth

*Please mail completed contract to Showtime Photobooth 8902 Hudson Lane Louisville, Ky. 40291*

*Please make checks payable to Showtime Photobooth, LLC*

*If you have any questions, feel free to contact us at 502-594-9448. Thank you for your business!*