

| It's about ALL kids.

Issue Paper

DATE:

July 17, 2024

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 2024.

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:

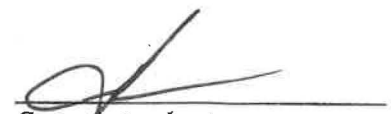
Approval to contract with Say Cheese Photo Booth and Dixie Heights High School Student Council for use of Tha Halo photo package for Homecoming 2024.

CONTACT PERSON:

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.



Phoebe Swank, Dixie Heights High School (hereafter "Client") agrees to purchase the following services from Callahan Holdings Inc. dba "Say Cheese Photo Booth" on Saturday 12th of October 2024 for \$1275.00, plus any applicable sales tax .

Venue: Dixie Heights HS - 3010 Dixie Hwy 41017

Rental start time: 7:00 pm

Rental end time: 10:00 pm

Selected booth style: The Halo , Spinster 360

Selected package: Spinster 360 & Cheesier Package

Retainer Payment, Fees, and Cancellation Policy

A \$50 retainer is required to secure the client's booking unless otherwise specified and approved by Say Cheese Photo Booth. Retainer must be received within 24 hours of the time of reservation in order to confirm the booking. Non-payment of this retainer within 24 hours will forfeit client's reservation and release inventory back to the general public for rent. Retainer shall be paid through the client's online portal (<https://booking.saycheesephotobooth.com/manage?id=1086&surname=Swank>) or over the phone by calling (513) 256-3460. The \$50 retainer is non-refundable yet transferrable, subject to availability of photo booth inventory on the revised date.

Client is responsible to notify Say Cheese Photo Booth of any cancellation.

Client understands any refunds paid by Say Cheese Photo Booth due to cancellation shall be less any transaction fees incurred Say Cheese Photo Booth by its 3rd party payment provider.

- Cancellation 60 days or more before Saturday 12th of October 2024 - full refund of client's invoice, excluding \$50 retainer
- Cancellation within 60 days of Saturday 12th of October 2024 - refund of 60% of client's invoice, excluding \$50 retainer

Balance payment is required no later than 5 days before Saturday 12th of October 2024, unless otherwise approved by Say Cheese Photo Booth.

Client understands and agrees with these terms:

I confirm _____ initial

Parameters for a Successful Rental

Client is responsible to ensure the venue management and/or staff have agreed for Say Cheese Photo Booth to be in attendance at their venue at the agreed time and sufficient space exists for The Halo , Spinster 360 to be set up and operated. The "Halo" and "Socialite" booth styles require 64 square feet of space for proper photos. These photo booths *can* be operated within less than 64 square feet of space, however, client understands the capacity to capture group photos of 4 or more people will be compromised. The "Spinster 360" video booth requires a minimum 121' square feet of space for proper operation and safety of guests. Physical backdrops require an 8 ft. height clearance for proper installation.

Client is responsible to ensure:

1. A 110 volt electrical outlet or generator power source will be available or made available for operation of the photo booth(s).
2. A table (cocktail size or larger) will be made available to Say Cheese Photo Booth to station the photo booth printer and photo props.
3. A covered shelter (solid roof) must be provided by the client's venue or client for any outdoor placement of the photo booth(s). For the safety considerations of guests, equipment, and the venue's property, client agrees that set up of a physical backdrop for an outdoor setting *may not* be achievable. Final determination will be made on site during set up by a staff member of Say Cheese Photo Booth and communicated to the client.

Client understands and agrees with these terms:

I confirm _____ initial

Client Agrees:

1. To indemnify Say Cheese Photo Booth from any injuries due to carelessness or misuse of any equipment and/or supplies provided by Say Cheese Photo Booth while the photo booth is stationed and in place at the venue. Say Cheese is not responsible for the care and supervision of minors.
2. Say Cheese Photo Booth is not obligated to provide any extension of rental time beyond what client has agreed to purchase, due to unforeseen circumstances or delays outside of the control of Say Cheese Photo Booth.
3. The scrapbook (if included in client's package) will be placed on the gift table at the conclusion of the rental time, unless another location or person is designated by the client to receive it.

4. By default, the timing of installation and removal of photo booth(s) shall be coordinated between Say Cheese Photo Booth and the client's 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 Photo Booth staff, unless approved by Say Cheese Photo Booth

5. In the unlikely event of mechanical or software 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. Say Cheese Photo Booth shall not be responsible for providing any refunds due to mechanical or electrical failure associated with the venue.

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

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

8. Digital copies of photos or videos 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.

Say Cheese Photo Booth may use digital content produced by the photo booth or "Spinster 360" video booth in the form of photos and/or videos or 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 Photo Booth.

Client understands and agrees with these terms:

I confirm _____ initial

Signature: _____ **Date:** _____

Signer Name * _____

Signer Title (for example "bride") * _____

Say Cheese Photo Booth | pat@saycheesephotobooth.com | (513) 256.3460
Mailing Address: 510 Waterworks Rd. Williamstown, KY 41097