

Epic Services Photo Booth

SERVICE CONTRACT

The following contract and its terms will set forth an agreement between Epic Services (Provider) and _____ the parties, for photo booth services for an event taking place at _____. 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: _____ to _____

The date the service will be performed is: _____ / _____ / _____.
MM DD YYYY

Provider agrees to have a Epic Services Photo Booth operational for a minimum of 80% during this period; occasionally, operations may need to be interrupted for maintenance of the Photo Booth.

IDLE TIME - Idle Time is defined as the duration of time where the Photo booth will be on site, but not in use. The client is allotted one hour of idle time that will not incur a fee. Additional time beyond the initial hour of will incur a \$20 per hour fee.

PAYMENT - A non-refundable deposit in the amount of \$100 is due upon signing of this contract. The remaining amount is due at least 30 days in advance of Client's Event, unless stated otherwise. If the operator 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 Provider at the following rates: \$75 per hour Payment for any overage in 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 or rental of Provider's equipment.

ACCESS, SPACE & POWER FOR PHOTO BOOTH - Client will arrange for an appropriate space for the Photo Booth at event's venue. (9' deep x 6' wide x 6.5' high). Client is responsible for providing power for the Photo Booth. (110V, 10 amps, 3 prong outlet).

DATE CHANGES & 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. Cancellations made prior to 30 days will forfeit their \$100 deposit.

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.

INDEMNIFICATION - Client agrees to, and understands the following:

- 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.
- Client will indemnify Provider against any and all liability associated with the use of pictures taken within the Epic Services Photo Booth its representatives, employees or affiliates at Client's event.

MODEL RELEASE OPTION (PLEASE CIRCLE ONE)

We realize some clients want the photos from their event to remain private, which is why we have the option above. We'd love to use your photos on our web site, but understand your privacy.

Client agrees to, and understands the following: All guests using the photo booth hereby give to **Epic Services Photo Booth**: 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 Epic Services Photo Booths, 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.

YES - I agree to the model release above

NO - I do not agree.

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 80% 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 web site to the client where there guests can log onto 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, 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.

******Important******

We pride ourselves by offering a photo booth service that is second to none. So to be fair to everyone, all bookings are on a first come, first serve basis. Dates are only reserved once the deposit has been received by Epic Services.

****This is a sample contract. Please do not use this to reserve a date****

Total: _____ Deposit: _____ Balance Due: _____

Print Name: _____

Phone Number: () _____ - _____

Signature: _____

Email: _____

Date: _____

Make checks payable to "Epic Services, LLC". Thank you for using Epic Services.

Payments can be mailed to:

Randell McGlynn

Epic Services, LLC

****Address not available on sample contract. Please**
contact us.**

Epic Services LLC

(570) 885-0038

Randell@Epic-Booth.com

www.epic-booth.com