



The following contract and its terms will set forth an agreement between FIESTA BOOTH TX and THE ONLINE CLIENT, for photo booth service for an event taking place at THEIR SCHEDULED VENUE/LOCATION. This written contract sets forth full, written intention of both parties and supersedes all other written and/or oral agreements between the parties.

Service Period (read carefully) - The service period will be from the agreed booked time slot. We will arrive approximately 30-45 minutes at your discretion before the service period begins. Setup only takes 20 minutes. If you would like us to arrive earlier, you will be charged for idle time. Provider agrees to have a photo booth or other services operational for a minimum of 90% during the period; occasionally, operations may need to be interrupted for maintenance (changing photo paper, adjusting camera, adjusting printer, etc.).

PAYMENT

A 50% deposit is due upon booking of our services. The remaining amount is due 1 week before your event, a payment request may be sent sooner. If payment is received after the date of your event, you are subject to a late penalty fee of 10% of the balance due PER DAY. We accept all major debit/credit cards. ***We do not secure your date on our calendar until the deposit is received.*** If the rental time period exceeds the service period agreed to on your invoice, the overage in rental time will be billed to the parties at the hourly rate of \$130 per hour. Payment for an overage in time must be paid before additional hours are provided.

DATE CHANGES & CANCELLATIONS

Any requests for a date change must be made at least 7 days in advance of the original event date, unexpected weather related changes must be made 24 hours in advance. Change is subject to photo booth availability and receipt of a new service contract. If there is no availability for the alternate date, the retainer shall be forfeited, and the event canceled.

DAMAGE TO PROVIDER'S EQUIPMENT

Client acknowledges that it shall be responsible for any damage or loss to the providers equipment costs by: a) Any misuse of the providers equipment by the client or its guests, b) Any theft or disaster (including but not limited to fire, flood or earthquake).

SPACE, POWER, & INTERNET ACCESS FOR PHOTO BOOTH SERVICE

Client will arrange for an appropriate space for the photo booth at the events venue. Our photo booth requires a minimum space of 7' long x 7' wide by 7' high. Client is responsible for ensuring power is available for the photo booth (3 prong outlet).

We are not responsible for the location of the photo booth. We will find your point of contact and they will tell us where the booth should be located. We will not be held liable for incorrect information provided on this contract.

NO KIDS IN BOOTH WITHOUT ADULT SUPERVISION.

INDEMNIFICATION

Client agrees to and understands the following: a) Client will indemnify the provider against any and all liability related to the client's event during or after the client's event. Clients will indemnify the provider from the time of service and on into the future, against any liability associated with the client. b) Client will indemnify provide against any and all liability associated with the use of pictures taken within the photo booth, its employees, or affiliates at the client's event.

LIMITATION OF LIABILITY

BILLING INFORMATION

In no event shall FIESTA BOOTH TX be liable for any direct, indirect, incidental, consequential, special, exemplary, punitive or other damages, whether based in contract, tort or otherwise (including, without limitation, damages for loss of data or profit, or due to business interruption) arising out of the use or inability to use FIESTA BOOTH TX services, even if a FIESTA BOOTH TX authorized representative has been notified orally or in writing of the possibility of such damage. The remedy set forth herein are exclusive and FIESTA BOOTH TX total liability to the client, whether based on contract, warranty, tort (including negligence), indemnity, and strict liability or otherwise, will not exceed to the total payment for the service provider.

MODEL RELEASE OPTION, PLEASE CHECK ONE

Yes I agree **No I do not agree** with the model release below. If neither item is checked we will assume you agree to the model release.

We realize some clients want the photos from their event to remain private, which is why we have the option above. However, we would love to use your photos on our website but understand your privacy. Client agrees to and understands the following: All guests using the photo booth hereby give to FIESTA BOOTH TX: 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 agreed to save harmless FIESTA BOOTH TX, from any liability, that may occur or be produced in the making of said picture or in any subsequent processing thereof, as well as any publication thereof, including without limitation of any claims for libel or invasion of privacy.

MISCELLANEOUS TERMS

If any provision of these terms shall be unlawful, void, or for any reason unforeseeable 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 FIESTA BOOTH TX and clients 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, the client agrees to solve any arguments via arbitration. In the event the provider is unable to supply a working service for at least 90% of the service, the client shall be refunded a prorated amount based on the amount of service received. Digital package does not include prints, unless upgraded. We reserve the right to deny service. In the rare event that we arrived late; we will stay the amount of time that we were late.

PRINT LAYOUT

Please visit <https://www.fiestaboothtx.com/custom-print-layouts> to see your print layout options. Our 4” x 6” print layouts are available as an upgrade to our prints package for an extra fee of \$50. You will receive 5 layout design options to pick from one week prior to your event date.

Which layout?	Number _____
What would you like the logo to say?	Any specific theme or color/s we should use?

Email all logo/design questions to - info@fiestaboothtx.com

ADDITIONAL NOTES

Our booth is able to be set up outdoors for any event given that there is access to a 3 prong electrical outlet. Please note we do not allow generators as a reliable power source. In the event of inclement weather, the client is responsible for secondary accommodations for the booth - no refund will be given if the event is not rescheduled ahead of time.