



## REAL REFLECTION PHOTO BOOTH CONTRACT

The following contract and its terms will set forth an agreement between REAL REFLECTION Photo Booth (REAL REFLECTION ) and \_\_\_\_\_(Client) 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: on [DATE] \_\_\_\_\_. REAL REFLECTION agrees to have a REAL REFLECTION Photo Booth operational for a minimum of 90% during this period; occasionally, operations may need to be interrupted for maintenance of the Photo Booth. REAL REFLECTION will arrive a minimum of 60 minutes before the above time.

***DEPOSIT & PAYMENT*** A non-refundable reservation fee in the amount of \$150 is due upon signing of this contract. The remaining amount is due 14 days in advance of Client's Event. If there is 14 days or less before the event, payment in full will be required at booking. . The Client is liable for any additional time they request at the event at the cost of \$ 150 /hr. (which will be billed in half hour increments). 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 REAL REFLECTION may have, Client will pay a \$ 50.00 fee for any and all returned checks which Client may write to REAL REFLECTION as payment for any service by REAL REFLECTION or rental of REAL REFLECTION 's equipment.

***CHANGES AND CANCELLATIONS*** Any request for a date, time, or location change must be made in writing at least thirty (30) 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, time, or location, the deposit shall be forfeited and the event cancelled. Any cancellation occurring less than thirty (30) days prior to the event date shall forfeit all payments received.

***ACCESS, SPACE & POWER FOR PHOTO BOOTH*** Client will arrange for an appropriate space and access for the Photo Booth at event's venue. This includes elevator access to location, if applicable. Photo booth requires 8 x 10



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total space. If the booth is placed outdoors client shall provide overhead shelter for the photo booth and sufficient protection from the elements. Client is responsible for providing power for the photo booth (110V, 15 amps, 3 prong standard outlet) within 15 feet from our designated area. REAL REFLECTION reserves the right, in good faith, to cease the operation should the weather pose a potential danger to our personnel, the equipment, or guests. Since safety is paramount in all decisions, REAL REFLECTION 's compensation will not be affected if operation is ended.

### ***WIFI***

The Mirror Me photo booth requires client to provide or guarantee internet connection of at least 1MB.

### ***PARKING***

The Client shall provide parking for the REAL REFLECTION attendant's vehicle while at Client's event.

***DAMAGE TO REAL REFLECTION 'S EQUIPMENT*** Client acknowledges that it shall be responsible for any damage or loss to the REAL REFLECTION 's Equipment caused by: a) Any misuse of the REAL REFLECTION '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 REAL REFLECTION against any and all liability related to Client's Event during or after Client's event. Client will indemnify REAL REFLECTION from the time of service and on into the future, against any liability associated with Client.
- b) Client will indemnify REAL REFLECTION against any and all liability associated with the use of pictures taken within the REAL REFLECTION Photo Booth its representatives, employees or affiliates at Client's event.

***EVENT PHOTO RELEASES*** Client agrees to, and understands the following: All guests using the photo booth hereby give REAL REFLECTION 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. Client waives any right to any payment, royalties or any other



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consideration for the use of the images. Client waives the right to inspect or approve the finished product, including written or electronic copy, wherein Client's likeness appears. In addition I, hereby release, discharge and agree to save harmless REAL REFLECTION Photo Booth, 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. If you do not agree circle no:

**NO 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 REAL REFLECTION 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 REAL REFLECTION 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 REAL REFLECTION will be allowed to give a web site to the client where there guests can log onto and download prints free of charge for their own use. If no service is received, REAL REFLECTION 's maximum liability will be the return of all payments received from Client. REAL REFLECTION is not responsible for any consequential damages or lost opportunities upon breach of this agreement.

### **FORCE MAJEURE**

A Party will not be in breach of or in default under this Agreement on account of, and will not be liable to the other Party for, any delay or failure to perform its obligations under this Agreement by reason of fire, earthquake, flood, explosion, strike, riot, war, terrorism, or similar event beyond that Party's reasonable control (each a "**Force Majeure Event**"). However, if a Force Majeure Event occurs, the affected Party shall, as soon as practicable:

- (a) notify the other Party of the Force Majeure Event and its impact on performance under this Agreement; and
- (b) use reasonable efforts to resolve any issues resulting from the Force Majeure Event and perform its obligations under this Agreement.



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### GOVERNING LAW

- (a) **Choice of Law.** This Agreement shall be construed under the laws of the State of State, without regard to its choice or conflict of law principles.
- (b) **Choice of Forum.** Any claim or cause of action arising out of or related to this Agreement shall be brought in a court of competent jurisdiction in \_\_\_\_\_ County, State or the United States District Court for the Southern District of State.
- (c) **Attorneys' Fees.** If either Party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing Party shall be entitled to its reasonable attorneys' fees and costs.

### ENTIRE AGREEMENT

This Agreement constitutes the final Agreement of the Parties. It is the complete and exclusive expression of the Parties' Agreement with respect to the subject matter of this Agreement. All prior and contemporaneous communications, negotiations, and Agreements between the Parties relating to the subject matter of this Agreement are expressly merged into and superseded by this Agreement. The provisions of this Agreement may not be explained, supplemented, or qualified by evidence of trade usage or a prior course of dealings. Neither Party was induced to enter this Agreement by, and neither Party is relying on, any statement, representation, warranty, or Agreement of the other Party except those set forth expressly in this Agreement. Except as set forth expressly in this Agreement, there are no conditions precedent to this Agreement's effectiveness.