

TERMS & CONDITIONS

SERVICE CONTRACT: The following contract and its terms will set forth an agreement between _____ (the Provider) and _____ (the Client), for photo booth services for an event taking place on _____. 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: _____. In the event Provider is unable to supply a working Photo Booth for at least 80% of the Service Period, the 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 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.

EXTENDED SERVICE: The Client may extend the service period for additional _____ per 30 minutes if the Provider agreed. The Client may request for an idle time for additional _____ per 30 minutes.

DEPOSIT PAYMENT: A non-refundable deposit in the amount of _____ of the total cost is due upon signing of this contract. Payment can be made via cash, e-transfer, cheque, PayPal or major credit cards. The Provider will not accept cheque if the Client's event is in less than 30 days. If paid via PayPal or credit card, an extra 4% will be charged due to processing fees. If paid via cheque, the cheque must be payable to _____ and must be received within 5 days after signing the contract.

BALANCE PAYMENT: The remaining amount of _____ is due _____ days before the _____. If the balance payment is made via CASH, the balance payment will be collected before the photo booth starts on _____. Any other remaining balance (e.g. extension fee) is due right after the photo booth session. Payment can be made via cash, e-transfer, cheque, PayPal or major credit cards. If the balance is paid via PayPal or credit card, the Client will notify the provider regarding this payment method at least 2 days before the event so the Provider can prepare an online invoice for the Client. An extra 4% will be charged on credit card and PayPal payments due to processing fees. If paid via cheque, the cheque must be paid to _____

TEMPLATE FOR PHOTO PRINTS: The information for the photo prints must be provided by the Client at least 2 weeks or the Provider will use PM Photobooth's default photo template.

PROVIDER'S STANDARD PRICE LIST: The charges in this Agreement are based on the Provider's Standard Price List. This price list is adjusted periodically and future orders shall be charged at the prices in effect at the time when the order is placed.

ACCESS, SPACE & POWER FOR PHOTO BOOTH: The Client shall provide PM Photobooth with safe and appropriate working conditions and a solid floor. The Client will arrange an appropriate 8' x 8' space, a minimum of 7.5' of ceiling clearance and a 6ft long table or 2 short tables for the PM Photobooth at the event's venue. Client is responsible for providing 1 standard electrical outlet within 10ft of the booth for the Photo booth (we provide extension cords). Any delay in the performance or damage to the photo booth equipment due to improper power is the responsibility of the client.

DATE CHANGES & CANCELLATIONS: Any request for a date change must be made in writing at least sixty 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 sixty days prior to the event date shall forfeit all payments received. The Provider may substitute another provider to provide photo booth or issue a full refund in the event of Provider's illness or of scheduling conflicts. In the event of such substitution, the Provider warrants that the provider taking the photographs shall be a competent professional.

VENUE LOCATION CHANGES: Any request for a venue location change must be made in writing at least sixty days in advance of the original event date. No travel fees for venues within 20 km of our location. The provider will charge _____ per additional kilometer as measured by Google Maps driving directions from _____.

DAMAGE TO PROVIDER'S EQUIPMENT & REFUSAL: The 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 the Client or its guests (invited or uninvited) or b) Any theft or disaster (including but not limited to fire, flood or earthquake). The Client acknowledges the Provider shall have the right to decline service to client's guest (invited or uninvited), for misuse, or unruly behavior.

MEDIA USAGE: The Client agrees to allow _____ (PM Photobooth's Legal Company Name) to use any recordings or images captured by the machine for advertising purposes.

ONLINE GALLERY: All uploaded photos from the event of the Client online may be deleted _____ days after the event.

APPLICABLE LAW: This contract shall be governed by the laws of the Country of Canada in the Province of Ontario and any applicable Federal law.

MISCELLANEOUS: 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 severable 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 the Provider and the 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, the Client agrees to solve any arguments via arbitration.

SUMMARY OF CLIENT DUTIES:

During booking:

1. Sign the contract and deliver to PM Photobooth by email.
2. Send the payment via PayPal immediately after signing the contract.

A week before the event arrange an appropriate 8' x 8' space with an outlet at least 10ft away, a minimum of 7.5' of ceiling clearance, a 6ft long table or 2 short tables for the PM Photobooth at the event's venue.

Client Signature

Provider Signature