

Flashbulb Memories, LLC
SERVICE CONTRACT

The following contract and its terms will set forth a legally binding agreement between
Flashbulb Memories, LLC (d.b.a.) Flashbulb Memories Photo Booth (Provider)

Email: info@flashbulbphotobooth.com

Mailing Address: P.O. Box 85291 Tucson, Arizona 85745

and _____ (Client), 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: _____ to _____ on (Date) _____.

Provider agrees to have the photo booth operational for a minimum of 85% during this period; occasionally operations may need to be interrupted for maintenance of the photo booth (changing photo paper, adjusting camera, adjusting printer, etc.)

PAYMENT

A non-refundable deposit of \$200 is due upon the signing of this contract. The remaining balance is due no later than 30 days in advance of Client's Event. Upon payment of the invoice, Client assumes full responsibility for package/options selected, and any requests to change service or add-on options will require full payment be made in the case of a balance difference.

If the operator request's the rental for a time period in excess of the service period agreed to in the invoice, the overage in rental time will be billed to the operator at a minimum rate of \$150.00 per hour. Payment for any overage in time must be paid before any images are made available for viewing. Client agrees that in addition to any and all other legal rights and remedies Provider may have, Client will pay a \$30.00 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.

TRAVEL

Provider will travel up to 25 miles from 975 N Silverbell Rd, Tucson, AZ free of charge. Any additional travel beyond this distance will be subject to charges that will be present on Client's invoice prior to booking. Standard mileage travel for locations within Arizona will be billed at no less than a rate of \$2 per mile each way, beyond the initial 25 miles.

SPACE, POWER FOR PHOTO BOOTH AND ACCESS

Client will arrange for an appropriate space for the photo booth at event's venue. (10' X 10') minimum space is suggested; if Client is unable to accommodate space, Client understands that features may be unavailable, including but not limited to limited prop setup, social media sharing station, and backdrop size. Client is responsible for providing power for the photo booth (120V, 10 amps, 3 prong outlet), as well as any extension cords needed to reach the booth location beyond 25 ft. If Client wishes to use the photo booth outside, due to the nature of our equipment, there must be zero chance of rain or wind and the temperature must be between 50°F–85°F for the duration of the event. Client also agrees to provide a tent or covered/shaded area with dry, level ground, as Provider's equipment cannot be placed in direct sunlight or on uneven surfaces. If weather conditions appear to be unsuitable at any point during the event, Provider will be required to stop all operations and pack up or move equipment with no rain checks, or refunds given to Client.

DATE CHANGE AND CANCELLATIONS

Any request for a date change must be made in writing (via mail or email) 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. Any cancellation occurring within thirty days prior to the event date shall forfeit all payments received. If there is no

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availability for the alternate date, the deposit and any payments received will be issued as a credit on Client's account to be used within 12 months or forfeited.

DAMAGE TO PROVIDER'S EQUIPMENT

Client acknowledges that it shall be held completely responsible for any damage or loss to Provider's equipment caused by: a) Any misuse of Provider's equipment by Client or its guest, or b) Any theft or disaster (including but not limited to power surge, fire, flood or earthquake).

INDEMNIFICATION

Client agrees to, and understands the following:

- a) 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.
- b) Client will indemnify Provider against any and all liability associated with the use of picture taken within the photo booth its representatives, employees or affiliates at Client's Event.

MISC 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 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 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 85% 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 website to the Client, where guests can log on 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.

MEMORY BOOK

Provider offers a memory book service which includes a 10 page (double sided) 12x12 bound scrapbook, assembly supplies, table, and dedicated staff member to assemble and direct guests in signing/filling out the book. Should Client decline this service, Provider will not be responsible for providing any scrapbook supplies, table, or additional staff members. Should Client wish to provide their own scrapbook, Provider must be notified ahead of time, and Client will be billed for the full memory book service.

PHOTO RELEASE AGREEMENT

Client agrees to, and understands the following; All guest using the photo booth hereby submit to Provider, the right and permission to copyright and use, photographic portraits, pictures and/or video 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, or any other purpose. In addition, I hereby release, discharge and agree to hold harmless Provider 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 liability or invasion of privacy.

I have read, understand, and accept the terms of this agreement

Client Signature: _____ Date _____