

KedEspoPhotoBooth Event Contract

Event Date: _____
Client Name: _____

KedEspoPhotoBooth:
Ed Esposito, Greg Grizzell, Scott Harris
806 Sipos Circle
Englewood, Ohio 45322
937.409.1297
Email: info@kedespo.com

RATES AND ADDITIONAL CHARGES

3 hour (\$585.00), 4 hour (\$830.00), 5 hour (\$1275.00)	\$ _____
Additional hours needed: ____ @\$100.00 per hour (5 hour service only)	\$ _____
Scrapbook (\$125.00)	\$ _____
Idle time (\$30.00)	\$ _____
Less Discounts	\$ _____
Contract Total	\$ _____
Less nonrefundable deposit	\$ _____
Montgomery county sales tax 7%	\$ _____
Balance due 14 days prior to the event	\$ _____

1. AGREEMENT made this _____ day of _____, by and between _____ hereinafter referred to as the Purchaser, and KedEspoPhotoBooth, hereinafter referred to as the Photo booth service provider. Witnesseth now therefore, in consideration of the promises and the agreements herein contained and intending to be legally bound hereby, the Parties do agree as follows:

1. The Purchaser hereby engages KedEspoPhotoBooth to provide photo booth services.
The service to be performed at Event Location Address:

2. The Parties hereby agree that the photo booth service shall be provided on the following date and time of the engagement:

Date: _____ Start Time: _____ Finish Time: _____

The Purchaser agrees to pay to KedEspoPhotoBooth the following;
Nonrefundable deposit to secure the date and time. This amount shall be applied toward the total contract, as stated above. Remaining balance is due 14 days prior to the event. Services requested that exceed the time frame of the purchased package will be charged at the rate of \$125.00 / \$195.00 per hour, payable the day of the event. It may not always be possible to provide additional performance time. However, when feasible, requests for extended photo time will be accommodated.

ADDITIONAL TERMS AND CONDITIONS

Purchaser agrees that in all circumstances, KedEspoPhotoBooth's liability shall be exclusively limited to an amount equal to the performance fee and not be liable for indirect or consequential damages arising from any breach of contract.

The purchaser and KedEspoPhotoBooth agree that this contract is not subject to cancellation unless both parties have agreed to such cancellation in writing. In the event the Purchaser breaches the contract, he or she shall not be refunded the deposit.

It is hereby further agreed; The Purchaser shall be held liable for any injury or damages to the KedEspoPhotoBooth specialist or property of the KedEspoPhotoBooth, while on the premises of said engagement. The Purchaser shall be held liable if damage is caused by Purchaser or guest, members of his organization, engagement invitees, employees, or any other party in attendance, whether invited or not invited.

It is understood that if this is a "Rain or Shine" event, KedEspoPhotoBooth compensation is in no way affected by inclement weather. For outdoor performances, Purchaser shall provide overhead shelter for setup area. KedEspoPhotoBooth reserves the right, in good faith, to stop or cancel the performance should the weather pose a potential danger to KedEspoPhotoBooth specialist, the equipment, or audience. Every effort will be made to continue the performance. However, safety is paramount in all decisions. KedEspoPhotoBooth's compensation will not be affected by such cancellation.

In the event of circumstances deemed to present a threat or implied threat of injury or harm to KedEspoPhotoBooth staff or any equipment in KedEspoPhotoBooth' possession, KedEspoPhotoBooth reserves the right to cease performance. If the Purchaser is able to resolve the threatening situation in a reasonable amount of time, (Maximum of 15 minutes) KedEspoPhotoBooth shall resume performance in accordance with the original terms of this agreement. Purchaser shall be responsible for payment in full, regardless of whether the situation is resolved or whether KedEspoPhotoBooth resumes performance. In order to prevent equipment damage or liability arising from accidental injury to any individual attending this performance, KedEspoPhotoBooth reserves the right to deny any guest access to the photobooth or other equipment.

Purchaser shall provide KedEspoPhotoBooth with safe and appropriate working conditions. KedEspoPhotoBooth requires a minimum of one 15-20amp circuit outlet from a reliable power source within 50 feet (along the wall) of the required 7 foot by 8 foot by 8 foot tall setup area. This circuit must be free of all other connected loads. Any delay in the performance or damage to the photo booth equipment due to improper power is the responsibility of the purchaser. Purchaser shall provide crowd control if warranted. Purchaser is responsible for paying any charges imposed by the venue. These charges may include, but are not limited to parking or use of electric power.

In the event of nonpayment, KedEspoPhotoBooth retains the right to attempt collection through the courts. Purchaser will be held responsible for all court fees, legal fees, and collection costs incurred by KedEspoPhotoBooth. Purchaser shall be charged \$50 for each NSF check plus a \$10 service charge for each collection notice.

This agreement guarantees that KedEspoPhotoBooth will be ready to perform at the start time of the engagement. KedEspoPhotoBooth requests that they be permitted inside the venue **45** minutes before the engagement and **30** minutes after the engagement for setup and takedown.

By executing this contract as Purchaser, the person executing said contract, has agreed that he or she is eighteen (18) years of age, and he or she personally accepts and assumes full responsibility and liability under the terms of this contract.

THE PARTIES hereto promise to abide by the terms of this agreement and intend to be legally bound thereby.

Client Signature: _____ Date: _____

KedEspoPhotoBooth Signature: _____ Date: _____