

# Blink FotoBooth LLC Service Contract

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**Standard Inclusions:** Blink FotoBooth LLC delivery/setup/takedown, unlimited photos and prints for package reserved. One technician/attendant, standard black background (unless requesting add-on), 4-wall fabric indoor portable booth, studio camera and lights, and any additional add-ons purchased by client.

**Blink FotoBooth LLC looks forward to help making your event a memorable one for you and your guests!** Your signature shows you agree to:

## **PAYMENT TERMS**

A non-refundable deposit in the amount of 30% of the total cost is due upon executing this contract to secure the date and time slot of your event. This amount shall be applied toward the total contract. The remaining amount is due 15 days in advance of Client's event. If the purchaser uses the equipment 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 purchaser at the following rate: \$125 per hour. 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 Blink FotoBooth LLC may have, Client will pay a \$50.00 fee for any and all returned checks which Client may write to Blink FotoBooth LLC as payment for any service by Blink FotoBooth LLC or rental of Blink FotoBooth LLC's equipment.

## **ACCESS, SPACE & POWER FOR FOTOBOOTH**

Purchaser shall ensure safe and appropriate on-site working conditions for the equipment and technician. This includes a 10-foot by 10-foot area for setting up the photo booth. Full rental will be charged if we do not have access to an appropriate area. Client will confirm that the event location will provide a minimum of one 15-20 amp 110 volt circuit outlet from a reliable power source for the photo booth operation within 20 feet (along the wall) of set-up 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 Client.

**Purchaser is responsible for paying any charges imposed by the venue. The charges may include, but are not limited to, parking, special permits, and use of electric power. Our booths are to be used indoors.**

## **DAMAGE TO PROVIDER'S EQUIPMENT**

In the event of circumstances deemed to present a threat or implied threat of injury or harm to Blink FotoBooth staff, or any equipment in the Blink FotoBooth LLC possession, Blink FotoBooth LLC 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), Blink FotoBooth LLC shall resume performance. In order to prevent equipment damage or liability arising from accidental injury to any individual attending the performance, Blink FotoBooth LLC reserves the right to deny any guest access to the photo booth or other equipment. It is hereby further agreed that the Client shall be held liable for any injury or damages to Blink FotoBooth LLC, while on the premises of said engagement, if damaged by the Client or guest, members of his organization, engagement invitees, employees, or any other party in attendance, whether invited or not.

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## **INDEMNIFICATION**

Client agrees to, and understands the following: All guests using the photo booth hereby agree to the terms of the clients Blink FotoBooth LLC Rental Agreement:

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 or any other purpose, In addition, I hereby release, discharge and agree to save harmless Blink FotoBooth LLC, 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. In the event that inappropriate content is captured, recorded, printed, uploaded, witnessed, or exchanged Blink FotoBooth equipment, Blink FotoBooth LLC is not held liable for any actions or content generated by these guests. Inappropriate content may be discarded at the discretion of Blink FotoBooth LLC based on Photography Laws, and will not be published or stored. This agreement allows Blink FotoBooth LLC the right to use any photo or video for portfolio and advertisement purposes. Content will be uploaded to a secure website for purchasing by your guests. For any individual that does not desire to have their content displayed, their privacy will be respected and will be removed immediately. Blink FotoBooth LLC shall not be liable for any other damages, whether direct or consequential. The Client hereby assumes and will indemnify and hold harmless Blink FotoBooth LLC with respect to any loss or damage, including attorney's fees, claimed by third persons, provided that such loss or damage was not caused the fault of negligence of Blink FotoBooth LLC or its employees, agents, or subcontractors. The Client shall be responsible for the payment of Blink FotoBooth LLC's attorneys' fees associated with the enforcement of the Blink FotoBooth LLC rights and remedies pursuant to the agreement. The laws of the State of Washington shall govern the Agreement and any dispute which arises under or in connection with this Agreement or the rental of Blink FotoBooth. The parties agree that this Agreement represents the entirety of the parties' agreement and that this agreement may only be modified by a written document signed and executed by both parties.

## **ADDITIONAL TERMS AND CONDITIONS**

The agreement of Blink FotoBooth LLC to perform is subject to proven detention by accidents, riots, strikes, epidemics, acts of God, or any legitimate conditions beyond their control. If such circumstances arise, all reasonable efforts will be made the Blink FotoBooth LLC to find replacement entertainment at the agreed upon fees. Should Blink FotoBooth LLC be unable to procure a replacement, Purchaser shall receive a full refund (minus deposit). Purchaser agrees that in all circumstances, Blink FotoBooth LLC 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. In the event the Client breaches the contract, he or she shall pay Blink FotoBooth LLC the amount set for the by all inclusive package rates.

It is understood that if this is a "Rain or Shine" event, Blink FotoBooth LLC compensation is in no way affected by inclement weather. For outdoor performances, Purchaser shall provide

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overhead shelter for setup area. Blink FotoBooth LLC reserves the right, in good faith, to stop or cancel the performance should the weather pose a potential danger to him/her, the equipment, or audience. Every effort will be made to continue the performance. However, safety is paramount in all decisions. Blink FotoBooth LLC provider's compensation will not be affected by such cancellation.

Purchase agrees to print and complete the "Event Worksheet". This worksheet will provide Blink FotoBooth LLC with timelines and setup location for the event. It is to be returned to Blink FotoBooth LLC with the final payment 15 days in advance of the event.

Materials (logo, names, dates) for design printout must be emailed to [help@blinkfotobooth.com](mailto:help@blinkfotobooth.com) no later than 2 weeks prior to your event. Please email them in jpeg, tiff, or psd format at 300 dpi.

In the event of non-payment, Blink FotoBooth LLC retains the right to attempt collection through the courts. Purchaser will be held responsible for all court fees, legal fees, and collection costs incurred the Blink FotoBooth LLC. Purchaser shall be charged \$50 for each returned check plus a \$10 service charge for each collection notice.

This agreement guarantees that Blink FotoBooth LLC will be ready to perform at the start time of the event. Blink FotoBooth LLC request that they be permitted 1 ½ hour and 1 hour 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.

<b>Event Date:</b> _____
<b>Client Name:</b> _____
<b>Client Address:</b> _____
_____
<b>Client Phone:</b> _____
<b>Contract Total:</b> _____
(above price information is from the event worksheet)
<b>Nonrefundable deposit:</b> _____
<b>Total due 15 days prior:</b> _____

<b>Company:</b> Blink FotoBooth LLC
<b>Owner:</b> Kyle and Ruth Densley
<b>Address:</b> 18901 129 <sup>th</sup> Pl SE
Renton, Washington 98058
<b>Phone:</b> 206-778-7977
<b>website:</b> <a href="http://www.blinkfotobooth.com">www.blinkfotobooth.com</a>
<b>email:</b> <a href="mailto:help@blinkfotobooth.com">help@blinkfotobooth.com</a>

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

\_\_\_\_\_  
Date \_\_\_\_\_