

CHICAGO MOVERS AND SHAKERS- SERVICE CONTRACT

The following contract and its terms will set forth an agreement between CHICAGO MOVERS AND SHAKERS(CMAS or Provider) 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]_____. Provider agrees to have a CMAS Photo Booth operational for a minimum of 80% during this period; occasionally, operations may need to be interrupted for maintenance of the Photo Booth(printing paper changes for example).

PAYMENT

A non-refundable reservation fee in the amount of 50% of the total cost is due upon signing of this contract. The remaining amount is due 14 days in advance of Client's Event.

If the operator uses the equipment for a time period in excess of the service period agreed to in the invoice below, the overage in rental time will be billed to the operator at the following rates: \$100 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 Provider may have, Client will pay a \$50.00 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.

Any payments made through PayPal or credit card require a 3% processing fee.

ACCESS, SPACE & POWER FOR PHOTO BOOTH

Client will arrange for an appropriate space for the Photo Booth at event's venue. (8' deep x 6' wide x 6' high). Client is responsible for providing power for the Photo Booth. (110V, 10 amps, 3 prong outlet).

DATE CHANGES & CANCELLATIONS

Any request for a date change must be made in writing 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. If there is no availability for the alternate date, the non-refundable reservation fee shall be forfeited and event cancelled. If event is cancelled for any reason, the non-refundable reservation fee is forfeited.

DAMAGE TO PROVIDER'S EQUIPMENT

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 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 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 pictures taken within CMAS's Photo Booth its representatives, employees or affiliates at Client's event.

MODEL RELEASE OPTION

Client agrees to, and understands the following: All guests using the photo booth hereby give to CMAS 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. In addition I, hereby release, discharge and agree to save harmless CMAS 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.

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 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 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 Provider will be allowed to give a web site to the client where there 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. If for reasons beyond our control the photo booth attendant becomes sick or cannot perform we will ship the booth with instructions directly to the end user so they can set it up at their event and double the rental time period free of charge. 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

Client Contact Information:

Name	
Company	
Adress	
City, State, Zip code	
Type of Event	
Phone Number	
Email Address	

Venue Information:

Name	
Address	
City, State, Zip code	
Contact name (day-of)	
Contact phone number	
Contact email address	

Itemized Costs:

DESCRIPTION	QUANTITY	COST EACH
Photo Booth, 3 hour minimum		500
Extra Hours		100
Scrapbook Service		100
Basic Props		
Idle Hours		30
Travel Fee (per 30 miles outside of Chicago Loop)		50
Total:		

Design and Event Options:

Event Colors	
Which attire is expected; Formal, Semi-Formal, or Casual?	
Event Theme	
Text on top row	
Text on bottom row	

Client Signature: _____

Client Name: _____

Date _____

CMAS Signature _____

CMAS Name: _____

Date _____

Please email completed contract to Events@ChicagoMoversAndShakers.com

If you have any questions feel free to contact us. Thank you for your business.
ChicagoMoversandShakers.com, Chicago Illinois
773.828.9009