

Terms and Conditions

SERVICE PERIOD

A representative of Photo Booth Billings (hereafter referred to as PBB) will arrive in time to setup and be ready to start taking pictures at the agreed upon time. If Client would like setup earlier, the time must be agreed upon by both parties. PBB will also need approximately one hour after the event to pack up the photo booth. Client is responsible to make sure PBB has access to the venue before and after the event. PBB agrees to have the photo booth operational for a minimum of 90% during the service period; occasionally, operations may need to be interrupted for maintenance of the photo booth (changing photo paper, adjusting camera, adjusting printer, etc). In the event of prolonged maintenance of photo booth, PBB agrees to extend the service period as necessary to make up for the time lost or to apply a prorated refund to Client.

PAYMENT

A non-refundable reservation fee in the amount of \$250 is due upon signing acceptance of terms and conditions. This fee will be used to prepare for your event and will be applied toward the cost of the package. The remaining balance is due two (2) weeks prior to the event unless otherwise pre-arranged. Client will pay a \$50 fee for any and all returned checks.

ACCESS, SPACE & POWER FOR INDOOR PHOTO BOOTH EVENTS

Client will arrange for an appropriate space for the photo booth at the event's venue. Client is responsible for providing power for the photo booth. Client will provide WI-FI access for Social Media. If WI-FI is not available, guests can still queue to social media. The messages will be uploaded after the event when WI-FI is available.

OUTDOOR EVENTS

If the event will be held in an outdoor setting, prior arrangements must be made. Client is responsible for ensuring that the photo booth is under protective covering, on level ground and has power available. PBB reserves the right, in good faith, to cease the operations should the weather pose a potential danger to the attendant, guests or equipment. Since safety is paramount in all decisions, PBB's compensation will not be affected if operation is ended. Client assumes all responsibility for equipment damage suffered from exposure to adverse weather conditions and shall be charged for replacement/repair.

DATE CHANGES AND CANCELLATIONS

Any requests for a date or time change must be made at least 30 days prior to the original event date. Change is subject to photo booth availability and receipt of a NEW service contract. A fee of fifty dollars (\$50) will be assessed for any date change. If there is no availability, the deposit will be forfeited and the event cancelled. Any cancellation occurring less than 30 days prior to the event shall be subject to the entire balance in addition to the deposit.

LIABILITY AND INDEMNIFICATION

PBB agrees to carry general liability insurance. PBB shall not be liable under any contract for direct, indirect, incidental or consequential damages (including without limitation, damages for lost profits or increased expenses) with respect to any claim arising from or related in any way to this agreement and services provided. Client will indemnify and hold harmless PBB against any and all liability related to Client's Event from the time of service and on into the future. Client will assume all legal fees claimed by third persons, provided that such loss or damage was not caused by the fault or negligence of PBB or its employees, agents or subcontractors.

SERVICE DISCONTINUATION

PBB reserves the right to discontinue services at any such time during the event that the PBB attendant feels that the integrity or safety of the attendant or PBB's equipment is compromised if the event services are discontinued, Client will not receive a refund in part or in full unless other arrangements have been made.

VIRTUAL BACKGROUNDS

PBB utilizes green screen technology for background images. The successful use of this feature depends on venue conditions including but not limited to lighting, etc. In the event the photo booth attendant determines the quality of the photos being taken to not meet our high standards, the use of the green screen will be discontinued and a classic black or white background will be used instead.

DAMAGE TO PBB EQUIPMENT

Client acknowledges responsibility for any damage or loss to PBB equipment caused by any misuse of the equipment by Client or its guests, or any theft or destruction of equipment including but not limited to props, camera, computer and printer.

MODEL RELEASE

All guests using the photo booth hereby grant PBB the right and permissions 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 and hereafter known for illustration, art, promotion, advertising, trade, or any other purpose. In addition, Client does hereby release, discharge and agree to save harmless PBB from any liability, that may occur or be produced in the taking of said picture in any subsequent processing thereof, as well as any publication thereof, including without limitations any claims for libel or invasion of privacy.

MISCELLANEOUS TERMS

If any provisions 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 PBB and Client relating to the subject matter herein and shall not be modified except in writing signed by both parties.