

# BAMMM DJ AND PHOTO BOOTH SERVICES

## Service Contract

The following contract and its terms will set forth an agreement between BAMMM DJ and Photo Booth Services (Provider) and \_\_\_\_\_ (Client) for DJ/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 \_\_\_\_/\_\_\_\_/\_\_\_\_. Provider agrees to have a BAMMM DJ Services DJ/Photo Booth operational for a minimum of 80% during this period; occasionally, operations may need to be interrupted for maintenance of the Photo Booth.

### **PAYMENT**

A non-refundable reservation fee in the amount of \$150 of the total cost is due upon signing of this contract. The remaining amount is due 14 days prior to the day of the Client's Event in the form of cash, credit card or money order.

If the client chooses to use the equipment for a time period in excess of the service period agreed below, the overage time will be billed to the client at the following rates: \$100 per hour.

Payment for any overage in time must be paid before departure of event. Client agrees that in addition to any and all other legal rights and remedies Provider may have, Client will pay a \$100.00 fee for any and all returned checks which Client may write to Provider as payment for any service by Provider or rental of Providers equipment.

### **ACCESS, SPACE, WEATHER AND POWER FOR DJ/PHOTO BOOTH**

Client will arrange for an appropriate space for the DJ/Photo Booth at event's venue. (10"deep and 10"wide for each set up). Client is responsible for being sure venue provides, at minimum, two 110v/10amp/3prong outlets for the Photo Booth and DJ setup.

For outdoor events, sufficient notice must be provided; also a covered space is preferred whenever possible. In the event of rain, the booth/dj setup will close and a prorated refund for the time remaining will be awarded within 30 days.

### **DATE CHANGES & CANCELLATIONS**

Any request for a date change must be made in writing. Change is subject to photo booth/DJ availability and receipt of a new Service Contract. If there is no availability for the alternate date, the nonrefundable reservation fee shall be forfeited and event cancelled. If event is cancelled for any reason, the non-refundable reservation fee is forfeited. If the event is cancelled by the client 14 days prior or later the client forfeits all money paid.

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

Client acknowledges that they 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 their guests, or b) Any theft. Damage shall not be limited to, but shall include: physical contact resulting in broken equipment, any power failures resulting in surge damage, and/or liquid damage from event guests drinks. Client agrees that restitution must be made within 30 days of damage in the form of replacement equipment or fair market value plus 25% mark-up for the inconvenience. Lastly the client agrees that any events scheduled within 30 days that subsequently are canceled for damaged equipment, will be their responsibility to reimburse for lost work.

### **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 the Client's event. Client will indemnify Provider from the time of service and on into the future, against liability associated with Client.
- b) Client will indemnify Provider against any and all liability associated with the use of pictures taken within the BAMMM Photo Booth its representatives, employees or affiliates at Client's event.

**PHOTO RELEASE**

Client agrees to, and understands the following: All guests using the Photo Booth hereby give BAMMM DJ/Photo Booth Services the right and permission to copyright and use, photographic portraits or pictures of any 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 BAMMM DJ/Photo Booth Services, 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. I, **do/do not** give BAMMM DJ and Photo Booth Services permission for later use of photos taken at the stated event.

**X**

**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 working photo booth/DJ 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 USB drive to the Client where their guests can print off prints or download to their computer. If for reasons beyond our control scheduled employee becomes sick or cannot perform, we will deliver 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 plus the Client will be given a coupon for future reservation at a discounted rate. If no service is received, Provider's maximum liability will be the return of ALL payments, including non-refundable deposits, received from Client. Provider is not responsible for any consequential damages or lost opportunities upon breach of this agreement. **X**

**CLIENT CONTACT INFORMATION**

Name	
Company (Optional)	
Address	
City, State, Zip	
Type of Event	
Phone Number(s)	
E-mail Address	

**VENUE INFORMATION**

Name	
Address	
City, State, Zip	
Phone Number (s)	
Contact Person	

**EVENT DETAILS**

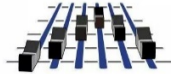
<b>ITEM</b>	<b>COST</b>	<b>Quantity</b>	<b>TOTAL</b>
Photo Booth Package #1: 2 hrs, props, unlimited prints, USB flashdrive with all pictures	<b>\$400.00</b>		
Photo Booth Package #2: 3 hrs, props, unlimited prints, USB flashdrive with all pictures	<b>\$500.00</b>		
Photo Booth Package #3: 4 hrs, props, unlimited prints, USB Flashdrive with all pictures and memory book for Bride and Groom	<b>\$700.00</b>		
DJ Services: music for entire scheduled time, any lighting wanted for event, guest requests, meeting a week prior to event to review all songs (for weddings only)	<b>\$700.00</b>		
Additional Services Per Hour for DJ and Photo Booth	<b>\$100.00</b>		
Day of Wedding Coordinating: Includes assistance in coordinating vendors, assistance with timeline management, assistance with placement of bouquets and boutonnieres. Any other tasks needed will need to be discussed prior to.	<b>\$600.00</b>		
DJ and Photo Booth Package 4 hours	<b>\$1200.00</b>		
Travel Fee (will be negotiated at time of booking)			
What are the colors/theme for the event?			
Photo Booth Hours Requested:			
Is the event formal, semi-formal or informal?			
Approximate Number of Guests:			
General Age Range:			
How did you hear about us?			
<b>TOTAL</b>			
<b>DEPOSIT</b>			
<b>BALANCE DUE</b>			

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Provider Signature: \_\_\_\_\_ Date: \_\_\_\_\_

If needed, you may e-mail completed contract. If you have any questions feel free to contact us. Thank you for your business.

*Bamm Dj Services*



Mark Apodaca

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