



PHOTOBOOTH AGREEMENT
TOLEDOPHOTOGUY LLC

This Photobooth Agreement is made by and between Toledophotoguy LLC, an Ohio limited liability company ("Photographer"), and Client (as defined below), subject to the attached Terms and Conditions.

Effective Date: _____

Client Name(s): _____ Phone: _____

Client Billing Address: _____

Client Email: _____

Table with 3 columns: Package Choice, Price, and Add Ons. Includes details for 2hr, 3hr, 4hr, 5hr, 6hr, and unlimited packages, along with add-on prices for scrapbooks, photo CDs, projectors, green screens, and props.

Package Cost: Subtotal \$ _____ + Sales Tax (7.25%) \$ _____ = Total \$ _____

Occasion: _____

Occasion Date: _____ Number of guests attending: _____

Location and address of event: _____

Time Photobooth Starts: _____ Time Photobooth Ends: _____

Themes for wedding or requests with props _____

CLIENT HAS READ AND AGREES TO ALL OF THE ATTACHED TERMS AND CONDITIONS

X _____

Client 1 (Bride)

X _____

TPG representative

X _____

Client 2 (groom) optional



PAYMENTS SHOULD BE REMITTED TO:
TOLEDOPHOTO GUY LLC
2670 Brookford Dr. Toledo, Ohio 43614
(419) 320-7835 www.toledophotoguy.com
E-MAIL: toledophotoguy@bex.net

WE ACCEPT CASH / CHECK / CREDIT CARD



TERMS AND CONDITIONS

- 1. Entire Understanding.** This Agreement, including the face sheet, these Terms and Conditions (“Terms”), and any exhibits listed herein or attached hereto constitute the entire understanding of Photographer and Client with respect to the subject addressed herein. All other agreements or understandings, whether oral or written, are merged herein and superseded hereby. All capitalized terms used in this Agreement have the meanings defined on the face sheet, unless otherwise indicated.
- 2. Booking Fee and Payment Schedule.** Client shall pay Photographer Two Hundred Fifty and 00/100 Dollars (\$250.00) upon the execution of this Agreement as a non-refundable booking fee. Client shall pay Photographer the remaining Package Cost thirty (30) days prior to the Occasion Date. If Package Cost has not been paid in full thirty (30) days prior to the Occasion Date, this Agreement becomes void and Photographer retains the booking fee and any additional payments made toward the Package Cost.
- 3. Cancellation.** Client may cancel this Agreement at any time by written notice to Photographer. On cancellation, Client will be liable to Photographer for Photographer’s material costs and expenses incurred up to the date of cancellation. Client understands and acknowledges that in the event of cancellation by Client, the booking fee and any additional payments made toward the Package Cost are non-refundable.
- 4. Postponement.** To postpone the Occasion Date, Client shall provide a written release of the Occasion Date to Photographer and sign a new agreement for a date within six (6) months of the original Occasion Date. Upon execution of a new agreement, the booking fee and any additional payments made toward the Package Cost shall be credited toward Client’s costs under the new agreement. If the new date is not within six (6) months of the Occasion Date, Client will be subject to Photographer’s then current rates. If Photographer is not available on the new date, the booking fee and any additional payments made toward the Package Cost are non-refundable.
- 5. Termination.** Photographer may terminate this Agreement immediately by written notice to Client without liability or further obligation if Client breaches any provision, term or condition of this Agreement. Client understands and acknowledges that in the event of termination, the booking fee and any additional payments made toward the Package Cost are non-refundable.

6. Image Ownership. All photographic material, including but not limited to the digital files, shall remain the exclusive property of Photographer. If digital files are purchased, Photographer reserves the right to retain possession of original files and the copyright on all images. Photographer has no liability for archiving digital files.

7. Copyrights and Reproductions. **Photographer shall own the copyright for all images created at the event and shall have exclusive right to make reproductions.** The images produced by Photographer are protected by Federal Copyright Law (all rights reserved) and may not be reproduced in any manner without Photographer's written permission. Client may use images for personal use only and shall not sell prints or authorize any reproductions by parties other than Photographer. Photographer authorizes Client to submit an image for a newspaper announcement upon the condition that Client requests the newspaper run a credit to "Toledophotoguy LLC." Client shall have no liability if the newspaper refuses or omits the credit.

8. Model Release. **Client grants to Photographer the irrevocable and unrestricted right to use and publish images of Client or in which Client may be included, for editorial, trade, advertising, and any other purpose and in any manner and medium, to alter the same without restriction, and to copyright the same. Client hereby releases Photographer from all claims and liability relating to the image.**

9. Failure to Perform. If the Photobooth is unable to perform as agreed due to fire, casualty, illness, force majeure, or any other cause beyond the control of Photographer, then Photographer shall return to Client the booking fee and all payments made by Client toward the Package Cost and Photographer shall have no further liability. For purposes of this section "force majeure" includes, but is not limited to, an event where photographic materials or images are damaged in processing, lost through camera or memory card malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of Photographer. Photographer's liability for any and all claims shall not exceed the payments made under this Agreement.

10. Substitution. In the unlikely event that Photographer is injured or becomes too ill, or has an emergency that prevents Photographer from photographing the Occasion, Photographer will make every effort to secure a replacement photographer. If a reasonable replacement is not found, responsibility and liability of Photographer is limited to the return of the booking fee and all payments made by Client to Photographer.

11. Warranty. Photographer makes no warranty for the inherent qualities of the dyes and chemicals in printed image materials or the inherent qualities of media used to store digital files. Client releases Photographer from any claim based upon fading or discoloration due to such inherent qualities or the loss of images due to failure of storage media.

12. Future Pricing. The Package Cost is based on Photographer's standard price list. Any and all future orders or additions to the Package Choice or Extra Services shall be charged at the prices in effect at the time when the additional order is placed.

13. Venue Restrictions. Photographer may be limited by the guidelines of the ceremony official or venue management. Client agrees that Photographer will abide by such guidelines or rules and that such guidelines are outside the control of Photographer. Client shall hold Photographer harmless for the impact such restrictions may have on the resulting images.

14. Specific Requests. Photographer will make every reasonable effort to take images requested by Client and include individuals requested by Client in images. Photographer does not guarantee that any requested images will be taken or produced and shall not be responsible for lack of cooperation or absence of any individual.

15. Albums. Album images are chosen by Photographer. Once designed the album will be submitted to Client for final approval. Changes in more than 10% of pages will incur additional charges.

Miscellaneous.

1.1 ***Amendment.*** **The provisions of this Agreement may not be amended, modified or terminated except by written agreement of Client and Photographer.**

1.2 ***Waiver.*** No provision of this Agreement may be waived except by a writing, signed by the party to be bound, and neither the failure nor any delay on the part of either party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or any other right, remedy, power or privilege.

1.3 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio without reference to conflict of law principles. If any provision of this Agreement is determined to be invalid by any court of competent jurisdiction, that determination shall not affect any other provision of this Agreement.

1.4 **Exclusive Jurisdiction.** Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be brought only in the courts of the State of Ohio, County of Lucas, or, if it has or can acquire jurisdiction, in the United States District Court for the Northern District of Ohio, Western Division, and each of the parties consents to the exclusive jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein.

1.5 ***Incorporation of Exhibits.*** The Exhibits identified in this Agreement are incorporated by reference and made a part hereof.