

## TERMS AND AGREEMENTS

### COVERAGE PERIOD

We will arrive approximately one (1) hour before the coverage period begins to setup the booth. If you would like us to arrive earlier, you will be billed \$75/Hr for idle time. Coverage time starts at the agreed upon time and is consecutive. Setup and take down of the photobooth is always complimentary.

### OPERATION

FAME AND FLASH agrees to have a the photo booth operational for a minimum of 80% during this period; occasionally, operations may need to be interrupted for maintenance of the photo booth such as changing photopaper, adjusting camera, adjusting printer, etc.

### PAYMENT

The balance amount is due 24 Hours prior to the event. Our preferred method of payment is electronic transfers. Credit card payment is also available. A 3% processing fee will apply to any credit card payments requested.

Balance amount for destination weddings are due 14 days prior to the event date.

If the rental time period on the day of the event exceeds the service period agreed to, the overage in rental time will be billed to the CLIENT at the hourly rate of \$150 per hour. Payment for any additional time will be added to the balance due and must be paid immediately.

Due to the nature of our business, all sales are final; there will be no refunds.

### RESERVATION

A reservation fee {deposit} is required to reserve the event date and specified coverage.

Any reservation with an approximate guest count of 400 guests or more, will be subject to a 5% surcharge.

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 availability. If there is no availability for the alternate date, the

non-refundable reservation fee shall be forfeited and event canceled. If event is canceled for any reason, the non-refundable retainer fee is forfeited.

### HOUSE RULES

FAME AND FLASH is limited by the guidelines of the venue. Client agrees to accept the technical results of their imposition on FAME AND FLASH. Negotiation with the officials for moderation of guidelines is CLIENT's responsibility; FAME AND FLASH will offer technical recommendations only.

### SPACE & POWER

CLIENT will arrange for an appropriate indoor space for the Photo Booth at the event venue. (8' deep x 10' wide x 8' high). The Photo Booth requires a minimum of one 110V, 15 amp, 3 prong circuit outlet from a

reliable power source within 50 feet (along the wall) of the setup 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. If only a 2 prong outlet is available, FAME AND FLASH will provide a two prong adapter at no cost given that CLIENT informs PROVIDER at least one week prior to the event. CLIENT shall provide crowd control if warranted; and furnishing directions to place of engagement. CLIENT is responsible for paying any charges imposed by the venue. These charges may include, but are not limited to, use of electric power. CLIENT will also ensure that there will be a table and table linen (if applicable) available in the event that props are included. CLIENT agrees that FAME AND FLASH will not be held liable for any lack of service due to CLIENT's failure to provide these minimal requirements. If space is outdoors, CLIENT shall notify PROVIDER right away and provide a covered area at least 10'x10'.

## ACCESSIBILITY

CLIENT is responsible for ensuring there are no obstacles or restrictions that will prevent FAME AND FLASH from safely delivering all equipment, set up and tear down of Photo Booth. CLIENT acknowledges that FAME AND FLASH must have access to the event space at least one hour prior to coverage start time. Minimum opening access to venue dimensions must be no less than 3' wide and 6.5' high.

## DAMAGE & MISUSE

CLIENT acknowledges that it shall be responsible for any damage or loss to the FAME AND FLASH's equipment caused by:

- a. Any misuse by CLIENT or its guests, venue, venue employees, event staff or
- b. Any theft or disaster (including but not limited to fire, flood or earthquake).

CLIENT will not be reimbursed for rental time lost due to willful or accidental damages to equipment inflicted by CLIENT or its guests, venue, venue employees, event staff.

## COPYRIGHTS

The photographs produced by FAME AND FLASH are protected by Canadian and international copy laws (all rights reserved) and may not be reproduced in any manner without explicit written permission from FAME AND FLASH. Upon final payment by the CLIENT, a limited use license is transferred to the CLIENT under the following conditions:

- The digital images are licensed to the CLIENT for personal use and for the purposes of the reproduction and giving of photographs to friends and relatives.
- The CLIENT may not publish or sell the photographs for any purpose without written consent from PROVIDER.
- The CLIENT may not alter, transform, or build upon the work of PROVIDER without written consent from PROVIDER.

## EXHIBITION

CLIENT grants PROVIDER permission to display selected images resulting from this event as an example of FAME AND FLASH'S work and for entrance into photographic competitions and release all claims to profits that may arise from use of images.

## BACKDROP

CLIENT must specify which of the premium backdrops as listed on the website at least 1 week prior to the event. Backdrops are available at a first come first served basis. FAME AND FLASH reserves the right to choose appropriate backdrop as it pleases if not all necessary information is available. FAME AND FLASH reserves the right to choose appropriate backdrop as it pleases if a custom backdrop option has been chosen but has not been paid for.

## ARTWORK

CLIENT must provide via email all necessary artwork, graphics or logo via email at least 2 weeks before the event. All artwork must be sent in as JPG or PNG and artwork must be at least 6 inches wide at 300 DPI. Color preferences and text choice to be on prints must be provided 1 week before the event. FAME AND FLASH reserves the right to choose artwork and text as it pleases if not all necessary information is available. All graphics sent in later than 1 week before the event will incur a \$100 rush fee.

## CUSTOM BACKDROP AND PROPS

CLIENT must provide via email all necessary artwork, graphics or logo via email at least 2 weeks before the event. All artwork must be sent in as JPG or PNG and artwork must be at least 300 DPI wide. Color preferences and theme choice to must provided at least 2 weeks before the event. Provider reserves the right to choose artwork if not all necessary information is available. No changes to custom backdrop and props can be made after 2 weeks before the event. All graphics sent in later than 2 weeks before the event will incur a \$250 rush fee.

## PROPS

Props will not be provided unless requested. An additional fee of \$25.00 will be added to the final balance.

## MODEL RELEASE

CLIENT agrees to, and understands that all guests using the Photo Booth hereby give to FAME AND FLASH 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, CLIENT hereby release, discharge and agree to save harmless FAME AND FLASH, 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.

## SAFETY

In the event of circumstances deemed to present a threat or implied threat of injury or harm to users, FAME AND FLASH staff or any equipment owned by FAME AND FLASH, FAME AND FLASH reserves the right to cease performance. CLIENT shall be responsible for payment in full, regardless of whether the situation is resolved or whether FAME AND FLASH resumes service. In order to prevent equipment damage or liability arising from accidental injury to any individual attending this service, FAME AND FLASH reserves the right to deny any guest access to the Photo Booth or any other equipment.

## LIMIT OF LIABILITY

In the unlikely event that FAME AND FLASH 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, FAME AND FLASH will allow all guest to log onto the online gallery and download full resolution digital files for their own use. FAME AND FLASH takes the utmost care with respect to exposure, transportation, and processing the photographs. However, in the unlikely event that CLIENT photographs have been lost, stolen, or destroyed for reasons within or beyond FAME AND FLASH's control, FAME AND FLASH's liability is limited to a refund to the CLIENT of the amount paid for services less the value of services provided. The limit of liability for a partial loss of originals shall be a prorated amount of the exposures lost based on the percentage of total number of originals.

## FORCE MAJEURE

FAME AND FLASH shall not be liable for any delays or non-performance resulting from circumstances or causes beyond reasonable control, including, without limitation, acts or omissions or the failure to cooperate by the CLIENT, acts or omissions or the failure to cooperate by any third party, fire or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.

## LIMITATION ON ACTIONS

No action, regardless of form, arising under or relating to this engagement, may be brought by either party more than one year after the cause of action has accrued, except that an action for non-payment may be brought by a party not later than one year following the date of the last payment due to such party here under.

## TIME ADDITIONS

All time addition(s) must be agreed upon by FAME AND FLASH. Requests added before the day of event and will be added at a rate of \$125 per hour. Time additions added the day of event will be billed to CLIENT at the hourly rate of \$150 per hour. CLIENT must email the time addition agreement to [hello@fameandflash.com](mailto:hello@fameandflash.com). Email must note the number of hours to add on for the said event. All time additions are conditional to the FAME AND FLASH's availability.

## DRESS CODE

Unless otherwise noted or requested by CLIENT, FAME AND FLASH reserves the right to observe own dress code. The CLIENT' guest dress code does not apply to FAME AND FLASH.

## OPERATOR

FAME AND FLASH will provide at least one operator per event to run the photo booth.

## 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.

## PRODUCTS

Photographs are corrected for color and contrast and does not include artistic enhancements or touch-ups. All photographs are unmarked and usable for CLIENT's keepsake. FAME AND FLASH reserves full editorial rights to the images captured at the event and the photographic medium employed to meet his technical and artistic quality standards. If any product requires additional shipment, the CLIENT will be billed for all Fed Ex charges. Unless a product is contracted before the event, availability and pricing of all products and albums are subject to change without notice.

## COMPLETION SCHEDULE

Online proof gallery uploaded for view will be completed within two weeks of the event date. Online proof gallery will be available for six (6) months after initial release. Any subsequent requested release or extension of the online gallery will be for 12 months at a charge of \$24.99+hst. Any USB purchased of high resolution photographs will be mailed within two weeks release of online proof gallery if purchased.

Photographs will be delivered in JPG format at 300 DPI and 4"x6".

## INTERNET CONNECTIVITY FOR SOCIAL MEDIA OPTION

CLIENT is responsible for providing for WIFI connectivity. FAME AND FLASH is not responsible if WIFI is not available or if connectivity cannot be established for any reason.

## WEATHER

CLIENT must provide an indoor, dry and safe area free from any rain, inclement or bad weather. FAME AND FLASH will not operate if the conditions are unsafe or wet. Bad weather conditions to be determined by FAME AND FLASH. In the event of bad weather, FAME AND FLASH will not be able to provide services mentioned. In the event of unsafe weather conditions, no refunds shall be made if CLIENT does not have an

alternate plan or location for the photo booth once FAME AND FLASH arrives on location. CLIENT must contact FAME AND FLASH at least 4 hours before EVENT start time to cancel services.

## *JERK CLAUSE*

In the event that a CLIENT/Guest/Vendor are physically or verbally violent, unreasonable or hard to work with at any time during, before or after the event, FAME AND FLASH reserves the right to refuse the CLIENT without returning the reservation fee or any monies paid. FAME AND FLASH shall have no further liability with respect to the contract to provide Photo Booth services for the event.