

OWNER: BLUE DIAMOND EVENTS 573-567-0016
CONTACT PERSON: LISA WAMPLER 314-223-2927

SERVICE CONTRACT PAGE 1 OF 3

The following contract and its terms will set forth an agreement between BLUE DIAMOND EVENTS DIAMOND PHOTO BOOTH 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 (3 hours standard rental time): _____ to _____ on [DATE] _____. Provider agrees to have a BLUE DIAMOND EVENTS DIAMOND PHOTO BOOTH operational for a minimum of 85% during this period; occasionally, operations may need to be interrupted for maintenance of the Photo Booth, but is very rare.

PAYMENT

A non-refundable deposit in the amount of 50% of the total charges 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: \$150 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.

ACCESS, SPACE & POWER FOR PHOTO BOOTH

Client will arrange for an appropriate space for the Diamond Photo Booth at the event's venue. Client is responsible for providing power for the Photo booth. The photo booth requires a 120V, 10 amps, 3 prong outlet from a reliable power source within 50 feet (along a wall) of the set up area. The 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. The client shall provide crowd control if warranted and furnish BLUE DIAMOND EVENTS DIAMOND PHOTO BOOTH with directions to event. Client shall provide BLUE DIAMOND EVENTS DIAMOND PHOTO BOOTH with safe and appropriate working conditions and a solid floor. This includes a 10' x 20' x 8' area for set up. If you choose to place the photo booth outdoors we must be in a spot that is: (1) Totally dry (2) Must be on paved or grassy surface (no dirt!) (3) Protected from extremes of wind, heat and cold, and direct sunlight - Is not too dark. If you can't put us someplace that fits these specifications, we may not be able to operate. If conditions change during an event, we may have to pack up and leave. No refunds will be given in such case.

DATE CHANGES & CANCELLATIONS

Any request for a date change must be made in writing at least thirty (30) 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 deposit shall be forfeited and event cancelled. If event is cancelled for any reason, the non-refundable deposit is forfeited. Any cancellation occurring less than thirty days prior to the event date shall forfeit all payments received.

DAMAGE TO PROVIDER'S EQUIPMENT

BLUE DIAMOND EVENTS is covered by State Farm Insurance Co. However, the 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). Client acknowledges Provider shall have the right to decline service to client's guest (invited or uninvited), for misuse, inappropriate photos or unruly behavior.

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 BLUE DIAMOND EVENTS DIAMOND 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 BLUE DIAMOND EVENTS DIAMOND PHOTO BOOTH 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 BLUE DIAMOND EVENTS DIAMOND PHOTO BOOTH, 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.



If you do not agree circle no: NO

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SERVICE CONTRACT PAGE 2 OF 3

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 85% of the Service Period, Client shall be refunded a prorated amount based on the amount of service received. 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 Information:

Event Date:			
Name:			
Address:			
City, State, Zip			
Phone Number:			
Email Address:			
Event Type:			
Event Start Time:		Rental Start Time:	(3 hours standard rental)
Event End Time:		Rental End Time:	

Venue Information:

Venue Name:	
Address:	
City, State, Zip	
Phone # & Contact Name:	

Customize:

Type Of Layout?	Please Circle One: (2) 2"x6" Strips or (1) 4x6 Print
Type Of Photo Paper?	Please Circle One: Standard (Included) or Sticker Prints \$95.00
Writing on photo? Names? Date? Initials? Etc.	
Custom Colors or Theme?	
Facebook Option: Yes or No	Email Option: Yes or No

****Email artwork to: info@bluediamond-events.com**

BLUE DIAMOND EVENTS PRESENTS THE

DIAMOND PHOTO BOOTH

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SERVICE CONTRACT PAGE 3 OF 3

Extra Add Ons:

Custom Photo Template	Included	Yes or No
DIY Scrap Book Table	\$150.00	Yes or No
Full Service Scrap Book Table	\$250.00	Yes or No
Cd Copy Of All Images	\$10.00	Yes or No
Custom Backdrop, Banner, or Poster For Photo Booth	Varies	Call For Info
Additional Hours	\$150.00	___ add. hours = \$ _____

Pricing Summary:

Photo Booth Cost:	\$	
Extra Add Ons:	\$	
Total Due:	\$	
Deposit Due:	\$	Due By:
Remaining Balance Due:	\$	Due By: (14 days prior to event)

Client Signature: _____

Date _____

Client Name (Print): _____

Provider Signature: _____

Date _____

***Please Make all checks payable to Lisa Wampler and mail to:

Lisa Wampler
3508 Bethel St.
Columbia, MO 65203



Blue Diamond Events
(573)567-0016
(702)587-2676

info@BlueDiamond-Events.com

www.BlueDiamond-Events.com/diamond-photo-booth