

# DUSTIN IZATT

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## PHOTO BOOTHS

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731 EAST 425 SOUTH  
LAYTON, UTAH 84041



## 2015 PHOTO BOOTH AGREEMENT

AGREEMENT DATE:

CLIENT INFO:

NAME:

ADDRESS:

PHONE (CELL/HOME):

EMAIL:

WOULD YOU LIKE TO SUBSCRIBE TO OUR EMAIL NEWSLETTER?:

YES  No  (STAY UP TO DATE WITH THE LATEST PROMOTIONS AND NEWS)

WHAT IS THE BEST WAY TO REACH YOU?: PHONE  E-MAIL  TEXT

HOW DID YOU HEAR ABOUT US?:

EVENT INFO:

EVENT LOCATION:

EVENT DATE/TIME:



PRICING INFO:

SERVICE AND PRODUCT WILL INCLUDE:

SPECIFIC FEES FOR THIS SESSION:

**Package 1**

- \$900
- 5 hour rental
- Unlimited sessions
- Props
- Personalized strips
- DVD with single images and strips
- Online proofing

**Package 2**

- \$750
- 4 hour rental
- Unlimited sessions
- Props
- Personalized strips
- DVD with single images and strips
- Online proofing

**Package 3 (Most Popular)**

- \$600
- 3 hour rental
- Unlimited sessions
- Props
- Personalized strips
- DVD with single images and strips
- Online proofing

**Package 4**

- \$450
- 2 hour rental
- Unlimited sessions
- Props
- Personalized strips
- DVD with single images and strips
- Online proofing

PACKAGE OPTIONS:

OPEN AIR STYLE ADD \$150

WEEKDAY RENTAL M-TH SUBTRACT \$100

SCRAPBOOK SUPPLIES (PENS, GLUE STICKS, 12X12 PAPER) ADD \$75

EXTRA PRINTS FOR LARGER GROUPS ADD \$50 PER HOUR

IDLE TIME (BOOTH IS SET UP BUT NOT OPERATING) ADD \$25 PER HOUR

TRAVEL OUTSIDE OF DAVIS COUNTY ADD \$XX DEPENDING ON LOCATION



## DUSTIN IZATT PHOTO BOOTHS - SERVICE CONTRACT

The following contract and its terms will set forth an agreement between Dustin Izatt Photo Booths a service of Dustin Izatt Photography (Provider) and \_\_\_\_\_ 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: \_\_\_\_\_ on \_\_\_\_\_. Provider agrees to have a Dustin Izatt Photo Booths operational for a minimum of 80% during this period; occasionally, operations may need to be interrupted for maintenance of the Photo booth. Booth will be closed promptly at the end of service period unless overtime is arranged at \$150 per hour billable in 15 minute increments and must be paid for prior to overage use. Client understands that hours must be consecutive and no breaks will be allowed in the package.

### PAYMENT

A non-refundable retainer fee in the amount of 50% of the total cost is due upon signing of this contract. The remaining amount is due 30 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 above, the overage in rental time will be billed to the operator at the following rates: \$200 per hour. Overage can be billed in 15 minute increments. 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. Please make checks payable to Dustin Izatt Photography. A thumb drive will be delivered at the conclusion of the event containing a digital copy of all of the sessions, Client will be responsible to archive the files from the thumb drive. Should Client lose the thumbdrive and need a replacement, a \$100 replacement fee will be assessed for a new thumbdrive containing the files and will only be available for 1 year following event. All packages subject to 6.5% sales tax.

### ACCESS, SPACE & POWER FOR PHOTO BOOTH

Client will arrange for ONE appropriate space for the Photo Booth at events venue for the Photobooth to remain at for the duration of the event unless otherwise agreed to in writing (5' deep x 6' wide x 8' high). Client is responsible for providing power for the Photo Booth. (110V, 10 amps, 3-prong outlet).

### DATE CHANGES & CANCELLATIONS

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 photo booth availability and receipt of a new Service Contract. If there is no availability for the alternate date, the retainer fee shall be forfeited and event cancelled. Any cancellation occurring less than thirty days prior to the event date shall forfeit all payments received. Cancellations made prior to 30 days will forfeit their 50% retainer.

### DAMAGE TO PROVIDER'S EQUIPMENT

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).

### 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 the Photo Booth its representatives, employees or affiliates at Client's event.



**MODEL RELEASE OPTION PLEASE CIRCLE ONE. YES I agree to the model release below or NO I do not agree.**

**We realize some clients want the photos from their event to remain private, which is why we have the option above. We'd love to use your photos on our web site, but understand your privacy.** Client agrees to, and understands the following: All guests using the photo booth hereby give to **Dustin Izatt Photo Booths**: 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 Dustin Izatt Photo Booths, 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.

**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 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 web site to the client where there guests can log onto and order prints free of charge with free shipping as well as the ability to download the digital files for their own use.** If for reasons beyond our control the local distributor becomes sick or cannot perform we will ship 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. 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 Signature:** \_\_\_\_\_ **Date** \_\_\_\_\_

**Dustin Izatt Photo Booths:** \_\_\_\_\_ **Date** \_\_\_\_\_

*Please e-mail completed contract. If you have any questions feel free to contacts us. Thank you for your business.  
Dustin Izatt Photo Booths [www.dustinizatt.com](http://www.dustinizatt.com) 801.589.6292*

